



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **22**
to
Contract Number **MA18000000650**

| | |
|-------------------|-------------------------------------|
| CONTRACTOR | GRANICUS |
| | 408 Saint Peter Street Suite 600 |
| | Saint Paul MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|-----------------------|---------|
| STATE | Program Manager | Various | Various |
| | | | |
| STATE | Contract Administrator | Jarrod Barron | DTMB |
| | | (517) 249-0406 | |
| | | BarronJ1@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|------------------------------------|---|--------------------|
| Public Records Request System (FOIA) | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE | |
| April 26, 2018 | April 25, 2021 | 7 - 12 Months | September 30, 2024 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input checked="" type="checkbox"/> | 12 Months | <input type="checkbox"/> | | September 30, 2025 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,536,745.50 | \$264,840.66 | \$1,801,586.16 | | |
| DESCRIPTION | | | | |
| Effective 8/15/2024, the State exercises the fourth of seven available option years and adds \$264,840.66 to renew software licenses for EGLE, LARA, DHHS and DNR. See attached documentation for individual agency breakdowns. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, agency, and DTMB Central Procurement Services approval. | | | | |
| Internal State Note: Remaining Ad Board funds after this Change Notice: \$38,063.83. | | | | |

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|-----------------|--------------|--------------------------|
| DTMB | Duane Kerkstra | 248-660-0132 | kerkstrad@michigan.gov |
| EGLE | Karen Edlin | 517-331-3091 | EDLINK@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |
| MDHHS | Ruth O'Connor | 517-284-4842 | OConnorR1@michigan.gov |
| LARA | Cole Thelen | 517-388-8350 | ThelenC10@michigan.gov |
| DTMB | Katy Stevenson | 517-899-7234 | StevensonK1@michigan.gov |
| DNR | Tracy Drus | 517-898-3137 | DrusT@michigan.gov |

Granicus Proposal for Michigan Department of Environment, Great Lakes, and Energy (EGLE)

ORDER DETAILS

Prepared By: Tony Bullock
Phone:
Email: antonio.bullock@granicus.com
Order #: Q-359114
Prepared On: 25 Jun 2024
Expires On: 23 Aug 2024

ORDER TERMS

Currency: USD

Current Subscription End Date: 23 Aug 2024
24 Aug 2024 - 23 Aug 2025
Period of Performance:

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|--------------------------|----------------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,546.16 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$58,922.39 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$0.00 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 10 Each | \$0.00 |
| SUBTOTAL: | | | \$61,468.55 |

Granicus Proposal for Michigan Department of Licensing and Regulatory Affairs

ORDER DETAILS

Prepared By: Tony Bullock
Phone:
Email: antonio.bullock@granicus.com
Order #: Q-361577
Prepared On: 08 Aug 2024
Expires On: 25 Sep 2024

ORDER TERMS

Currency: USD

Current Subscription

End Date: 25 Sep 2024
Period of Performance: 26 Sep 2024 - 25 Sep 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,701.22 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$5,402.44 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$76,984.81 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Payments Module | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 10 Each | \$3,376.40 |
| Redaction License (per named user) | Annual | 20 Each | \$0.00 |
| SUBTOTAL: | | | \$88,464.87 |

Granicus Proposal for Michigan Department of Health and Human Services

ORDER DETAILS

Prepared By: Tony Bullock
Phone:
Email: antonio.bullock@granicus.com
Order #: Q-361581
Prepared On: 08 Aug 2024
Expires On: 25 Sep 2024

ORDER TERMS

Currency: USD

Current Subscription

End Date: 25 Sep 2024
Period of Performance: 26 Sep 2024 - 25 Sep 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$54,249.12 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$2,701.05 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$5,402.10 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 20 Each | \$0.00 |
| Redaction License (per named user) | Annual | 50 Each | \$12,000.00 |
| PST Email Extractor - LEGACY | Annual | 1 Each | \$1,500.00 |
| SUBTOTAL: | | | \$75,852.27 |

Granicus Proposal for Michigan Department of Natural Resources

ORDER DETAILS

Prepared By: Tony Bullock
Phone:
Email: antonio.bullock@granicus.com
Order #: Q-361857
Prepared On: 08 Aug 2024
Expires On: 30 Sep 2024

ORDER TERMS

Currency: USD

Current Subscription

End Date: 30 Sep 2024
Period of Performance: 01 Oct 2024 - 30 Sep 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,701.05 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$25,436.14 |
| Fortress Hosting | Annual | 1 Each | \$4,839.83 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Payments Module | Annual | 1 Each | \$2,701.05 |
| Redaction License (per named user) | Annual | 10 Each | \$3,376.90 |
| SUBTOTAL: | | | \$39,054.97 |



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 **21**
 to
 Contract Number **180000000650**

| | |
|-------------------|------------------------------------|
| CONTRACTOR | GRANICUS |
| | 408 Saint Peter Street , Suite 600 |
| | Saint Paul, MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0050480 |

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

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2024 |

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

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

MINIMUM DELIVERY REQUIREMENTS

| |
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| |
|--|

DESCRIPTION OF CHANGE NOTICE

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

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|----------------|------------------------|------------------------------------|
| \$1,498,828.10 | \$37,917.40 | \$1,536,745.50 |

DESCRIPTION

Effective December 19, 2023, this Contract hereby increased by \$37,917.40 and the following amendment has been incorporated into the Contract to:

- Renew Granicus' Public Records Request System for the Michigan Department of Natural Resources (DNR) for the period of October 1, 2023 through September 30, 2024. Total cost is \$37,917.40.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|--------------------------|----------------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,622.38 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$24,695.28 |
| Fortress Hosting | Annual | 1 Each | \$4,698.86 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Payments Module | Annual | 1 Each | \$2,622.38 |
| Redaction License (per named user) | Annual | 10 Each | \$3,278.50 |
| SUBTOTAL: | | | \$37,917.40 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|------------------------------------|------------------------------------|
| ADFS/Single Sign-on Module | ADFS/Single Sign-on Module |
| Attachment Search w/OCR | Attachment Search w/OCR |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| Fortress Hosting | Legacy - Fortress Hosting |
| Invoicing Module | Invoicing Module |
| Payments Module | Payments Module |
| Redaction License (per named user) | Redaction License (per named user) |



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 20
 to
 Contract Number 180000000650

| | |
|-------------------|------------------------------------|
| CONTRACTOR | GRANICUS |
| | 408 Saint Peter Street , Suite 600 |
| | Saint Paul, MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0050480 |

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

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2024 |

| 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

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,439,149.90 | \$59,678.20 | \$1,498,828.10 | | |

DESCRIPTION

Effective October 6, 2023, this Contract is hereby increased by \$59,678.20 and the following amendment has been incorporated into the Contract to:

- Renew Granicus' Public Records Request System for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the period of August 24, 2023 through August 23, 2024. Total cost is \$59,678.20.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|--------------------------|----------------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,472.00 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$57,206.20 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$0.00 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 10 Each | \$0.00 |
| SUBTOTAL: | | | \$59,678.20 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|------------------------------------|------------------------------------|
| ADFS/Single Sign-on Module | ADFS/Single Sign-on Module |
| Attachment Search w/OCR | Attachment Search w/OCR |
| Attachment Search w/OCR | Attachment Search w/OCR |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| Fortress Hosting | Legacy - Fortress Hosting |
| Redaction License (per named user) | Redaction License (per named user) |



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 19
 to
 Contract Number 180000000650

| | |
|-------------------|------------------------------------|
| CONTRACTOR | GRANICUS |
| | 408 Saint Peter Street , Suite 600 |
| | Saint Paul, MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0050480 |

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

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

| 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

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|-------------------------------------|------------------------|------------------------------------|---------------------|--------------------|
| <input checked="" type="checkbox"/> | 1 year | <input type="checkbox"/> | | September 30, 2024 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,279,225.45 | \$159,924.45 | \$1,439,149.90 | | |

DESCRIPTION

Effective August 25, 2023, this Contract hereby increased by \$159,924.45 and the following amendment has been incorporated into the Contract to:

- Renew Granicus' Public Records Request System for the Department of Licensing and Regulatory Affairs (LARA) for the period of September 26, 2023 through September 25, 2024. Total cost is \$85,888.26.
- Renew Granicus' Public Records Request System for the Department of Health and Human Services (DHHS) for the period of September 26, 2023 through September 25, 2024. Total cost is \$74,036.19 per Change Notice 16.

Additionally, the State is exercising one option year out of a remaining available 5 years and 7 months. The new Contract expiration date is 9/30/2024.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|------------------------------------|--------------------------|----------------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$2,622.54 |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$5,245.09 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$74,742.53 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Payments Module | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 10 Each | \$3,278.10 |
| Redaction License (per named user) | Annual | 20 Each | \$0.00 |
| SUBTOTAL: | | | \$85,888.26 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|------------------------------------|------------------------------------|
| ADFS/Single Sign-on Module | ADFS/Single Sign-on Module |
| Attachment Search w/OCR | Attachment Search w/OCR |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| Fortress Hosting | Legacy - Fortress Hosting |
| Invoicing Module | Invoicing Module |
| Payments Module | Payments Module |
| Redaction License (per named user) | Redaction License (per named user) |
| Redaction License (per named user) | Redaction License (per named user) |



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 **18**
 to
 Contract Number **180000000650**

| | |
|-------------------|------------------------------------|
| CONTRACTOR | GRANICUS |
| | 408 Saint Peter Street , Suite 600 |
| | Saint Paul, MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0050480 |

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

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

| 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

| |
|--|
| |
|--|

DESCRIPTION OF CHANGE NOTICE

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

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|----------------|------------------------|------------------------------------|
| \$1,244,481.00 | \$34,744.45 | \$1,279,225.45 |

DESCRIPTION

Effective 5/17/2023, this Contract is hereby increased by \$34,744.45 and the following amendment is incorporated into the Contract to renew Granicus' Public Records Request System for the Department of Licensing and Regulatory Affairs (LARA) for the period of Apr 26, 2023 through September 25, 2023.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | | | |
|------------------------------------|---------------------------|-------------------|----------------|--------------------|--------------------|
| Solution | Period of Performance | Billing Frequency | Quantity/ Unit | Annual Fee | Prorated Fee |
| ADFS/Single Sign-on Module | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$2,546.16 | \$1,060.90 |
| Attachment Search w/OCR | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| FOIA Module Non Enterprise | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$5,092.32 | \$2,121.80 |
| FOIA Module Non Enterprise | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$72,565.56 | \$30,235.65 |
| Fortress Hosting | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| Invoicing Module | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| Payments Module | 26 Apr 2023 - 25 Sep 2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| Redaction License (per named user) | 26 Apr 2023 - 25 Sep 2023 | Annual | 10 Each | \$3,182.64 | \$1,326.10 |
| Redaction License (per named user) | 26 Apr 2023 - 25 Sep 2023 | Annual | 20 Each | \$0.00 | \$0.00 |
| SUBTOTAL: | | | | \$83,386.68 | \$34,744.45 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|------------------------------------|------------------------------------|
| ADFS/Single Sign-on Module | ADFS/Single Sign-on Module |
| Attachment Search w/OCR | Attachment Search w/OCR |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| FOIA Module Non Enterprise | FOIA Module Non Enterprise |
| Fortress Hosting | Legacy - Fortress Hosting |
| Invoicing Module | Invoicing Module |
| Payments Module | Payments Module |
| Redaction License (per named user) | Redaction License (per named user) |
| Redaction License (per named user) | Redaction License (per named user) |



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
320 South Walnut Street,
PO Box 30026, Lansing, MI 48933

CONTRACT

CHANGE NOTICE

Change Notice Number 17
to
Contract Number 180000000650

| | |
|---------------------------|-----------------------------|
| CURRENT CONTRACTOR | GovQA, LLC. |
| | 9014 Heritage Pkvw, Ste 308 |
| | Woodridge, IL 60517 |
| | Will Repole |
| | 630-633-7319 |
| | wrepole@govqa.com |
| | CV0017730 |

| | |
|-----------------------|-----------------------------------|
| NEW CONTRACTOR | Granicus, LLC |
| | 408 Saint Peter Street, Suite 600 |
| | Saint Paul, MN 55102 |
| | Brendan Stierman |
| | (800) 314-0147 |
| | contracts@granicus.com |
| | CV0050480 |

| STATE CONTACTS | | | | |
|-----------------|---------|------|------------------------|----------------|
| Program Manager | Various | DTMB | Contract Administrator | |
| | | | | Shannon Romein |
| | | | | (517) 898-8102 |
| | | | romeinS@michigan.gov | |

| CONTRACT SUMMARY | | | |
|---|--------------------------------|----------------------------------|---|
| DESCRIPTION: PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| April 26, 2018 | April 25, 2021 | 7 – 1 Year | September 30, 2023 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|------------------------------|------------------|-------------------------------|---------------------|---|
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | | VALUE OF CHANGE NOTICE | | ESTIMATED AGGREGATE CONTRACT VALUE |
| \$1,244,481.00 | | \$0.00 | | \$ 1,244,481.00 |

DESCRIPTION: Effective April 12, 2023, the parties hereby agree to assign this Contract from GovQA. to Granicus, LLC. From this point forward, Granicus, LLC will assume all Contractor responsibilities.

Additionally, please note the Contractor’s Contract Administrator has been changed to Brendan Stierman.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |



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

CONTRACT CHANGE NOTICE

Change Notice Number 16
 to
 Contract Number 18000000650

| | |
|-------------------|-----------------------------|
| CONTRACTOR | GovQA, LLC. |
| | 9014 Heritage Pkwy, Ste 308 |
| | Woodridge, IL 60517 |
| | Will Repole |
| | 630-633-7319 |
| | wrepole@govqa.com |
| | CV0017730 |

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

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

| 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

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,230,981.00 | \$13,500.00 | \$1,244,481.00 | | |

DESCRIPTION

Effective 11/28/2022, this Contract is hereby increased by \$13,500 and the following amendment is incorporated for 50 additional Redaction Licenses and 1 PST Email Extractor for MDHHS.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |

STATEMENT OF WORK - IT CHANGE NOTICE

| | |
|---|--|
| Project Title: MDHHS GovQA FOIA Application Renewal | Period of Coverage: 09/26/2022 - 09/25/2023 (up to 09/25/2025) |
| Requesting Department: MDHHS | Date: 11/16/2022 |
| Agency Owner: Ruth O'Connor | Email: OConnorR1@michigan.gov |
| DTMB Agency Services: Dustin Hartigan | Email: HartiganD@michigan.gov |

SCOPE OF WORK:

The purpose of this Statement of Work is to amend CN14 and update for additional products and pricing for MDHHS from 09/26/2022 - 09/25/2023 (up to 09/25/2025).

PRODUCT DESCRIPTIONS:

| Solution | Description |
|------------------------------------|------------------------------------|
| Redaction License (per named user) | Redaction License (per named user) |
| PST Email Extractor | PST Email Extractor |
| Attachment Search w/OCR | Attachment Search w/OCR |
| Exchange Platform with FOIA Module | |
| MiLogin/ Single Sign-on Module | |

STATEMENT OF WORK - IT CHANGE NOTICE

| | |
|------------------------------------|------------------------------------|
| Dev/ Test Environment | |
| Fortress Hosting | Legacy - Fortress Hosting |
| Invoicing Module | Invoicing Module |
| Redaction License (per named user) | Redaction License (per named user) |

PRICING SUMMARY:

Period of Performance: 09/26/2022 - 09/25/2023

| New Subscription Fees – Additional products and pricing | | | |
|---|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Redaction License (per named user) | Annual | 50 Each | \$12,000.00 |
| PST Email Extractor | Annual | 1 Each | \$1,500.00 |
| SUBTOTAL: | | | \$13,500.00 |

| Renewing Subscription Fees – CN14 Quote #: Q03490-1 | | | |
|---|-------------------|---------------|-------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Attachment Search w/OCR | Annual | 1 Each | \$0.00 |
| Exchange Platform with FOIA Module | Annual | 1 Each | \$51,135.00 |
| MiLogin/ Single Sign-on Module | Annual | 1 Each | \$2,546.00 |
| Dev/ Test Environment | Annual | 1 Each | \$5,092.00 |

STATEMENT OF WORK - IT CHANGE NOTICE

| | | | |
|---|--------|---------|--------------------|
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Invoicing Module | Annual | 1 Each | \$0.00 |
| Redaction License (per named user) | Annual | 20 Each | \$0.00 |
| SUBTOTAL: | | | \$58,773.00 |
| TOTAL (09/26/2022 – 09/25/2023): | | | \$72,273.00 |

OPTION YEAR PRICING:

Period of Performance: 09/26/2023 - 09/25/2025

| Solution(s) | Period of Performance | |
|------------------------------------|-------------------------|-------------------------|
| | 09/26/2023 - 09/25/2024 | 09/26/2024 - 09/25/2025 |
| Redaction License (per named user) | \$12,000.00 | \$12,000.00 |
| PST Email Extractor | \$1,500.00 | \$1,500.00 |
| Attachment Search w/OCR | \$0.00 | \$0.00 |
| Exchange Platform with FOIA Module | \$52,669.05 | \$54,249.12 |
| MiLogin/ Single Sign-on Module | \$2,622.38 | \$2,701.05 |
| Dev/ Test Environment | \$5,244.76 | \$5,402.10 |
| Fortress Hosting | \$0.00 | \$0.00 |
| Invoicing Module | \$0.00 | \$0.00 |
| Redaction License (per named user) | \$0.00 | \$0.00 |
| TOTAL: | \$74,036.19 | \$75,852.27 |



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

CONTRACT CHANGE NOTICE

Change Notice Number 15
 to
 Contract Number 180000000650

| | |
|-------------------|-----------------------------|
| CONTRACTOR | GovQA, LLC. |
| | 9014 Heritage Pkwy, Ste 308 |
| | Woodridge, IL 60517 |
| | Will Repole |
| | 630-633-7319 |
| | wrepole@govqa.com |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|----------------------|------|
| STATE | Program Manager | Various | DTMB |
| | | | |
| STATE | Contract Administrator | Shannon Romein | DTMB |
| | | (517) 898-8102 | |
| | | romeins@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

| 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

| |
|--|
| |
|--|

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,147,598.00 | \$83,383.00 | \$1,230,981.00 | | |

DESCRIPTION

Effective 4/26/2022, this Contract is hereby increased by \$83,383.00 and the following amendment is hereby incorporated into the Contract to renew GovQA's Public Records Request System for the Department of Licensing and Regulatory Affairs (LARA).
 Please note, the Primary Contact for the Contractor has been changed to Will Repole.
 All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Giget Stanton | 517-284-5370 | StantonG1@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |



9014 Heritage Pkwy Suite 308
Woodridge, IL 60517
US

Vendor ID:
Quote #: Q-03918-1
Expiration Date: 7/10/2022
Prepared On: 4/12/2022

GovQA Contact: Marissa Ferenc
Phone: 6306337370
Email: marissa.ferenc@granicus.com

Bill To
Michigan - Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
Lansing, MI 48909

Ship To
Heather Laurin
laurinh@michigan.gov
Michigan - Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
Lansing, MI 48909

Start Date:
4/26/2022

End Date:
4/25/2023

Subscription Term: Month(s)

Annual Software Subscription Services

| Product ID | Qty | Item Description | Unit Price | Extended Price |
|---|-----|--|------------|--------------------|
| QA1000 | 1 | Exchange Platform with FOIA Module | \$72,565 | \$72,565 |
| QA2014 | 1 | Dev/Test Environment | \$5,092 | \$5,092 |
| QA1001 | 1 | Fortress Hosting | \$0 | \$0 |
| QA1002 | 10 | Redaction License (per named user) | \$318 | \$3,180 |
| QA2002 | 1 | Payments Module Note: Using GovQA-Approved Provider | \$0 | \$0 |
| QA2003 | 1 | Invoicing Module | \$0 | \$0 |
| QA2004 | 1 | ADFS/Single Sign-on Module | \$2,546 | \$2,546 |
| QA2007 | 1 | Attachment Search | \$0 | \$0 |
| QA1002 | 20 | Redaction License (per named user) | \$0 | \$0 |
| Annual Software Subscription Services TOTAL: | | | | \$83,383.00 |



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

CONTRACT CHANGE NOTICE

Change Notice Number 14
 to
 Contract Number 180000000650

| | |
|-------------------|-----------------------------|
| CONTRACTOR | GovQA, LLC. |
| | 9014 Heritage Pkwy, Ste 308 |
| | Woodridge, IL 60517 |
| | Jerry Gozum |
| | 630-854-8030 |
| | jgozum@govqa.com |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|----------------------|------|
| STATE | Program Manager | Various | DTMB |
| | | | |
| STATE | Contract Administrator | Shannon Romein | DTMB |
| | | (517) 898-8102 | |
| | | romeins@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

| 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

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,031,763.00 | \$115,835.00 | \$1,147,598.00 | | |

DESCRIPTION

Effective 12/23/2021, this contract is hereby increased by \$115,835 for MDHHS's costs for Contract Year 4 and Year 5 (9/26/2021-9/25/2023). The following amendments are incorporated into the contract.

\$57,062.00: Quote Q-03489-1 for 12 Month term 9/26/2021-9/25/2022
 \$58,773.00: Quote Q-03490-1 for 12 Month term 9/26/2022-9/25/2023

Please note, the State's Contract Administrator has been updated to Shannon Romein.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |
| DTMB | Laura Brancheau | 517-335-1334 | BrancheauL@michigan.gov |



9014 Heritage Pkwy Suite 308
Woodridge, IL 60517
US

Vendor ID:

Quote #: Q-03489-1

Expiration Date: 3/14/2022

Prepared On: 12/14/2021

GovQA Contact: Will Repole

Phone: +1 6308548030

Email: wrepole@govqa.com

Bill To

Michigan - Department of Health and Human Services
333 South Grand Avenue
Lansing, MI 48909

Ship To

Matthew Weiss
weissm4@michigan.gov
Michigan - Department of Health and Human Services
333 South Grand Avenue
Lansing, MI 48909

Start Date:

9/26/2021

End Date:

Subscription Term: 12 Month(s)

Annual Software Subscription Services

| Product ID | Qty | Item Description | Unit Price | Extended Price |
|---|-----|------------------------------------|------------|--------------------|
| QA1000 | 1 | Exchange Platform with FOIA Module | \$49,646 | \$49,646 |
| QA2014 | 1 | Dev/Test Environment | \$4,944 | \$4,944 |
| QA1002 | 20 | Redaction License (per named user) | \$0 | \$0 |
| QA2003 | 1 | Invoicing Module | \$0 | \$0 |
| QA2004 | 1 | MiLogin/Single Sign-on Module | \$2,472 | \$2,472 |
| Annual Software Subscription Services TOTAL: | | | | \$57,062.00 |



9014 Heritage Pkwy Suite 308
Woodridge, IL 60517
US

Vendor ID:

Quote #: Q-03490-1

Expiration Date: 3/14/2022

Prepared On: 12/14/2021

GovQA Contact: Will Repole

Phone: +1 6308548030

Email: wrepole@govqa.com

Bill To

Michigan - Department of Health and Human Services
333 South Grand Avenue
Lansing, MI 48909

Ship To

Matthew Weiss
weissm4@michigan.gov
Michigan - Department of Health and Human Services
333 South Grand Avenue
Lansing, MI 48909

Start Date:

9/26/2022

End Date:

Subscription Term: 12 Month(s)

Annual Software Subscription Services

| Product ID | Qty | Item Description | Unit Price | Extended Price |
|---|-----|------------------------------------|------------|--------------------|
| QA1000 | 1 | Exchange Platform with FOIA Module | \$51,135 | \$51,135 |
| QA2014 | 1 | Dev/Test Environment | \$5,092 | \$5,092 |
| QA1002 | 20 | Redaction License (per named user) | \$0 | \$0 |
| QA2003 | 1 | Invoicing Module | \$0 | \$0 |
| QA2004 | 1 | MiLogin/Single Sign-on Module | \$2,546 | \$2,546 |
| Annual Software Subscription Services TOTAL: | | | | \$58,773.00 |



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

CONTRACT CHANGE NOTICE

Change Notice Number 13
 to
 Contract Number 180000000650

| | |
|-------------------|--------------------------------|
| CONTRACTOR | GovQA, LLC. |
| | 9014 Heritage Pkwy, Suite #308 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| CV0017730 | |

| | | | |
|--------------|------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|---|-------------------------|---------------------------|---|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |
| 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

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,031,763.00 | \$0.00 | \$1,031,763.00 | | |

DESCRIPTION

Effective 6/1/2021, vendor's name is changed from WebQA Inc. to GovQA, LLC. Vendor's address has also been updated to the following:
 9014 Heritage Pkwy, Suite #308
 Woodridge, IL 60517

Please note, the Extended Purchasing box has also been changed from "No" to "Yes" in response to Change Notice 12.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



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

CONTRACT CHANGE NOTICE

Change Notice Number 12
 to
 Contract Number 18000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| CV0017730 | |

| | | | |
|--------------|-------------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

| | | | |
|---|--------------------------------|----------------------------------|---|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-Card | <input type="checkbox"/> PRC | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|-------------------------------|---|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,031,763.00 | \$0.00 | \$1,031,763.00 | | |

DESCRIPTION

Effective 5/18/2021, the following MiDEAL language is hereby incorporated into the Contract:

Administrative Fee and Reporting Contractor must pay an administrative fee of 1% to the State of Michigan on all payments made to Contractor by MiDEAL members and other states (including governmental subdivisions and authorized entities) under the Contract. Administrative fee payments must be made online by check or credit card:

State of Mi MiDEAL Fees: <https://www.thepayplace.com/mi/dtmb/midealfee>

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.

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 other states (including governmental subdivisions and authorized entities).

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



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

CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 180000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| CV0017730 | |

| | | | |
|--------------|-------------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

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

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

MINIMUM DELIVERY REQUIREMENTS

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 | | |
| \$950,805.00 | \$80,958.00 | \$1,031,763.00 | | |

DESCRIPTION

Effective 4/1/2021, this Contract is hereby increased by \$80,958.00 and the following amendment is hereby incorporated into the Contract to renew GovQA's Public Records Request System for the Department of Licensing and Regulatory Affairs (LARA).

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



Vendor ID:
Quote #: Q-01057-2
Expiration Date: 6/2/2021
Prepared On: 3/4/2021, 12:44 PM

900 S Frontage Rd Ste 110
Woodridge, IL 60517
US

GovQA Contact: Will Repole
Phone: +1 6308548030
Email: wrepole@govqa.com

Bill To
Michigan - Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
Lansing, MI 48909

Ship To
Tim Gajda
gajdat@michigan.gov
Michigan - Department of Licensing and Regulatory Affairs
611 W. Ottawa Street
Lansing, MI 48909

Start Date: 4/26/2021
Subscription Term: 12 Month(s)

Annual Software Subscription Services

| Product ID | Qty | Item Description | Unit Price | Extended Price |
|---|-----|---|------------|--------------------|
| QA1000 | 1 | Exchange Platform with FOIA Module 2021-2022 | \$70,452 | \$70,452 |
| QA2004 | 1 | ADFS/Single Sign-on Module 2021-2022 | \$2,472 | \$2,472 |
| QA1002 | 10 | Redaction License (per named user) 2021-2022 | \$309 | \$3,090 |
| QA2014 | 1 | Additional Environments(In add't to Prod) 2021-2022 | \$4,944 | \$4,944 |
| Annual Software Subscription Services TOTAL: | | | | \$80,958.00 |



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

CONTRACT CHANGE NOTICE

Change Notice Number 10
 to
 Contract Number 180000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| CV0017730 | |

| | | | |
|--------------|-------------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

| | | | |
|---|--------------------------------|----------------------------------|---|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-Card | <input type="checkbox"/> PRC | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |

| 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 | | |
| \$950,805.00 | \$0.00 | \$950,805.00 | | |

DESCRIPTION

Effective 12/11/2020, the following amendment is hereby incorporated into the Contract updating and replacing in its entirety the "Annual Subscription Services" section in the Michigan Department of Natural Resources (DNR) Change Notice 5. No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |

Annual Subscription Services

| Description | QTY | Rate | Cost Type | Cost | | | | |
|---|-----|-------------------|-----------|-------------------|-------------------|--------------------|-------------------|-------------------|
| GovQA Implementation Services | | | | | | | | |
| One Time Implementation of GovQA including Advanced Document Search and Invoicing without the Payment Connector | 1 | \$5,100 | One Time | \$5,100 | | | | |
| GovQA Base Licensing | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 12/15/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Annual Subscription Pricing | 1 | \$1,883 per month | Annual | \$18,833 | \$-* | \$18,080 | \$23,278 | \$23,976 |
| Fortress Security | 1 | \$358 per Month | Annual | \$3,583 | \$-* | \$3,440 | \$4,429 | \$4,562 |

| Description | QTY | Rate | Cost Type | Cost | | | | |
|--|-----|--------------------------|-----------|-------------------|-------------------|--------------------|-------------------|-------------------|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| GovQA Optional Modules/Features | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 12/15/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Document Redaction* | 10 | \$300 per user | Annual | \$2,500 | \$-** | \$2,400 | \$3,090 | \$3,183 |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | included | included | included | included | included |
| Invoicing Module without Payment Connector | 1 | Included in Base License | Annual | included | included | included | included | included |
| Payment Connector | 1 | \$200 per month | Annual | \$2,000 | \$-** | \$1,920 | \$2,472 | \$2,546 |
| MiLogin Annual Maintenance | 1 | \$200 per Month | Annual | \$ 2,000 | \$-** | \$1,920 | \$2,472 | \$2,546 |
| Grand Total | | | | \$28,916 | \$-** | \$27,760 | \$35,741 | \$36,813 |

*Additional Document Redaction Licenses over 10 may be purchased at the following annual rates:

- <50 Total Users: \$300 per year
- 50 to 100 Users: \$250 per year
- >100 Users: \$175 per year

| Description | QTY | Rate | Cost Type | Cost | | | | |
|---|-----|-----------------|-----------|-------------------|-------------------|--------------------|-------------------|-------------------|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Additional GovQA Optional Modules/Features | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 12/15/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| ADFS (Active Directory Federation Services) | 0 | \$200 per Month | Annual | \$2,000 | \$-** | \$1,920 | \$2,472 | \$2,546 |
| Additional environments (in addition to PROD) | 0 | \$400 per Month | Annual | \$4,000 | \$-** | \$3,840 | \$4,944 | \$5,092 |
| Additional 3 TB of Storage (1 TB included with system purchase) | 0 | \$500 per Month | Annual | \$5,000 | \$-** | \$4,800 | \$6,180 | \$6,365 |
| MiLogin Connector Development | 0 | \$10,000 | One Time | \$8,333 | | | | |

**Go-live did not occur in FY2020, so no costs are incurred.



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

CONTRACT CHANGE NOTICE

Change Notice Number 9
 to
 Contract Number 18000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| CV0017730 | |

| | | | |
|--------------|------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

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

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,467,258.00 | (\$516,453.00) | \$950,805.00 | | |

DESCRIPTION

Effective 1/2/2020, this Contract is hereby decreased by \$516,453.00. The State hereby terminates Contract Change Notices 6 and 8 under section 21.2 of the Contract regarding a Freedom of Information Act (FOIA) tracking system for the Michigan Department of State (MDOS). There will be no costs or fees to the State regarding Change Notices 6 and 8.

WebQA must complete a GAP Assessment identifying and documenting all areas of non-compliance for NIST Special Publication 800.53 revision 4 MOD controls by 3/15/2020. WebQA must complete a Full NIST SP 800.53 revision 4 MOD Assessment by 6/15/2020. The results of both must be provided to the State within 5 business days of the aforementioned due dates.

Any payments owed to WebQA by the State will continue to be on hold until after the Full Assessment is completed and WebQA provides the State written verification of NIST SP 800.53 revision 4 MOD compliance.

If WebQA's Full Assessment does not demonstrate NIST SP 800.53 revision 4 MOD compliance by 6/15/2020, the State, at its sole discretion, may either work to bring WebQA into full compliance or terminate other Statements of Work/Change Notices.

If WebQA does not demonstrate NIST MOD compliance by 6/15/2020 and the State decides to terminate Change Notice 2, WebQA must refund the \$333,585.00 paid by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formerly the Michigan Department of Environmental Quality (DEQ), less \$4,358.33 for each month of services which have been provided after go-live.

This Change Notice does not waive or abrogate the State's other rights under the Contract.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |

STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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



CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **171180000000650**

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|---|-------------------------|---------------------------|---|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,209,865.00 | \$257,393.00 | \$1,467,258.00 | | |

DESCRIPTION

Effective 6/14/2019, this Contract is hereby increased by \$257,393.00 and adds the following statement of work (SOW) for Freedom of Information Act (FOIA) tracking services in the form of a Constituent Correspondence Solution for the Michigan Department of State (MDOS).

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| EGLE | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



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

| | |
|--|-------------------------------|
| Project Title: Constituent Correspondence Solution | Period of Coverage: |
| Requesting Department: MI Department of State | Date: 6/14/2019 |
| Agency Business Owner: Jason Morgan | Phone: 517-881-8183 |
| DTMB Project Manager: Todd Elsenheimer | Phone: 517-636-0253 |

Brief Description of Services to be provided:

INTRODUCTION:

The Michigan Department of State (MDOS) receives correspondence, FOIA requests, and other constituent contacts from several sources and channels: via US Postal Service, forwarded by the Webmaster, branch offices, call centers, etc. There is not a central tracking system for constituent contacts currently. This solution will provide that.

Any changes in scope during the project implementation are handled through the Change Control process.

This SOW (hereinafter called the "SOW"), effective as of June 14, 2019, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below and within the Master Contract.

PROJECT OBJECTIVE:

Implement a Constituent Correspondence Solution that is a customizable, configurable software-as-a-service (SAAS); capable of automatic and manual entry and tracking of constituent contacts from several sources. The Constituent Correspondence Solution must be capable of directing and tracking workflow and status, and must conform to all applicable DTMB and MDOS standards, including information security standards.

SCOPE OF WORK:

1. Developing, monitoring and maintaining a project plan
2. Configuration and set-up of the application with two constituent correspondence request types: Subscribe for updates and Request the Secretary
3. Advise MDOS on best practices
4. Configuration of interfaces
5. System integration testing of functionality
6. Training of trainers (virtually) on the software and basic system functionality
7. Transition to the Client Relationship team upon rollover to production

TASKS:

GovQA will:

1. Initiate/prepare the kickoff presentation,
2. Create project plan with milestones, due dates, and weekly status updates,
3. Provide weekly status reports and timeline updates,
4. Provide documentation of completed implantation,
5. Provide templates and conduct sessions to gather information used to build and test platform,
6. Design, build, configure, document, transfer knowledge, and test the overall configuration required to produce a functioning instance,
7. Configure public portal branding, including html layout, within customer's website with access to the public records request solution,
8. Create letter and email templates to support the business process,
9. Configure custom fields for service request,
10. Enable customer to publicly post any record requests,
11. Configure fee and time tracking based on the business rules,
12. Configure knowledgebase for internal and external use on portal, and import answers,
13. Configure service request forms and field level validation as required,
14. Establish and configure initial list of staff members' security credentials and create training videos for creating, revising, or deleting employee information,
15. Validate/build/configure/test activity,
16. Create customizable report templates that can be exported to a spreadsheet or PDF,
17. Transfer knowledge: best practices, report exports,
18. Support customer with documentation for test case development, responses to test result issues, updates to configurations and modifications to portals,
19. Assist with setting up test accounts for role-based testing,
20. Provide orientation/training at the beginning of the engagement to ensure that team members have clear understanding of the capabilities of the solution,
21. Provide a training plan that covers the types of training, roles of users who should attend which training, training materials provided for each training, and training logistics/needs from the customer,
22. Provide two administrator training sessions for configuration of portal and administration of the instance, with knowledge areas inclusive of the build/configure/unit test activity,
23. Provide two deployment training (as built) to the users based on the training plan, and
24. Record the training sessions and provide recording videos.

Technical support is required to assist with the following tasks:

GovQA will:

1. Build and implement a bulk email response system that includes minor personalization of the bulk email responses. (example: adding an individualized salutation/name),
2. Build a responsive-design public portal for access on mobile devices.
3. Build a system that meets DTMB's ADA standards,
4. Build or configure the system so that MDOS may email or print responses for mailing,
5. Build or configure the system so that it will:
 - a. Track whether MDOS has responded to the constituent (including history of work completed and by whom),
 - b. Track the number of times a constituent has contacted MDOS along with the dates, times, subject, and payment history/status,
 - c. Keep a record of the constituent's email/letter etc., and
 - d. Have an audit trail for changes to a constituent's profile,

6. Build or configure the system so that it can separate constituent cases - workflow (example: driver's license issue) vs. outreach (example: customer contacts MDOS to support or oppose an issue),
7. Build or configure the system so that MDOS can create template reply responses for consistency but allow the templates to be personalized (example: salutation/name),
8. Build or configure the system to allow MDOS to assign or transfer workflow to the appropriate group for response,
9. Build or configure the system to allow for entry of a constituent separate from an email/web contact (example: phone, townhall, handwritten letter etc., where the constituent does not provide an email address or other information),
10. Build or configure the system to have the capability of responding to emails individually/without a template when bulk emails are not suitable. The ability to respond individually must be role-based,
11. Build or configure the system to allow for the creation of an event and track constituents who have attended that event,
12. Build or configure the public facing sites to be branded with MDOS branding, approved by MDOS communications and be changeable as the MDOS branding changes,
13. Build or configure the system to be capable of merging constituent accounts that are the same constituent, and
14. Build or configure the system to have the ability for reporting and metrics.

DELIVERABLES:

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

1. Kickoff Presentation
2. Project Timeline
3. Project Schedule
4. Weekly Status Reports
5. Documentation of completed implantation
6. Completed templates of documented business processes/requirements with data inputs
7. User/customer fee structure draft (if applicable)
8. Email confirmation of report requirements
9. Overall instance setup, configured to business / gov requirements
10. Portal configuration & setup
11. Email and letter templates
12. Custom fields
13. Public Archive Process
14. Fee and time tracking
15. Knowledgebase & content
16. Service requests
17. Security credentials, setup, video instructions
18. Complete Keylight security process with MDOS and DTMB
19. Build/configure/test report (email notice)
20. Report templates
21. UAT Test Process
22. Test Accounts setup
23. Out-of-box training materials: "Get Started Guide"
24. Training plan (High level detail)
25. Training Results Report (E-Mail notice ok)
26. As-Built Training Materials
27. Training Results Report (E-Mail notice ok)

ACCEPTANCE CRITERIA:

1. Business requirements accepted and approved in writing by Project Manager

2. Project Manager confirms in writing that the system has passed UAT
3. Licenses and modules are installed in the test and production environments
4. Project Manager confirms in writing that the system meets DTMB and MDOS security and ADA standards
5. Project Manager confirms in writing that the system is successfully integrated with ADFS/Single Sign-on
6. Project Manager confirms in writing that the training is successfully completed, and all training materials have been received
7. Project Manager confirms in writing that the system is operating as intended in the production environment
8. Project Manager confirms in writing that the system has completed the Warranty Period without Nonconformances for a period of at least 10 business days

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the DTMB Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project,
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period,
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project,

SPECIFIC DEPARTMENT STANDARDS:

Customer facing components of the solution (ex. Portal) must conform to MDOS security standards and to the MDOS branding (Look and Feel).

WARRANTY

MDOS & GovQA shall adhere to the Master Contract for all warranty items, issues, guidelines etc.

PAYMENT SCHEDULE:

Payment will be made upon satisfactory acceptance of each listed milestone. The Agency may withhold 10% of payment until acceptance of all deliverables and completion of satisfactory fixes on all defects/issues raised within the warranty period. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly.

Milestones and Payments:

| Milestone | | Payment* |
|-----------|---|----------|
| <u>1</u> | Project Initiation & Business Requirements Accepted | 50% |
| <u>2</u> | Go Live | 50% |

* This is the maximum amount of the agreed system cost that may be invoiced upon milestone completion. Contractor may combine invoicing for several milestone completions into a single invoice.

DTMB Accounts Payable area will coordinate obtaining DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, must include the PO number and must be approved by the DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction

a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

PRICING:

Subscription Services

| Core Exchange Platform Subscription Services | | | Year 1 6/1/19 – 9/30/19 | Year 2 10/1/19- 9/30/20 | Year 3 10/1/20- 9/30/21 | Year 4 10/1/21- 9/30/22 | Year 5 10/1/22- 9/30/23 |
|---|--------|--|--|--|--|--|--|
| X | 201901 | Exchange Platform with Correspondence Solution (2 Request Types) | \$16,667 | \$50,000 | \$51,500 | \$53,045 | \$53,640 |
| X | 201912 | Storage (1 TB) | Included | Included | Included | Included | Included |
| Suggested Add-On Modules | | | | | | | |
| X | 201924 | Mobile App | \$400 | \$1200 | \$1240 | \$1280 | \$1320 |
| X | 201999 | Custom Option: Bulk Email Response Functionality | \$2000 | \$6000 | \$6180 | \$6365 | \$6556 |
| Additional Modules | | | | | | | |
| | 201908 | Redaction License (Qty: 4) | | | | | |
| | 201963 | Attachment Search with OCR | | | | | |
| | 201911 | Payments (Using designated vendor) | | | | | |
| | 201905 | Invoicing | | | | | |
| | 201906 | Fortress Hosting | Included | Included | Included | Included | Included |
| | 201909 | ADFS/Single Sign-on | | | | | |
| | 201911 | Payments (Using approved provider(s) listed on page 15) | | | | | |
| | 201907 | Attachment Search | | | | | |
| | 201945 | Non-Emergency Reporting | | | | | |
| | 201902 | Claims | | | | | |
| | 201903 | Subpoena Duces Tecum | | | | | |
| | 201904 | Subpoena Appearance | | | | | |
| | 201947 | CRM/311 Citizen Engagement | | | | | |
| | 201910 | Legal Holds | | | | | |
| | 201964 | Customer Email Tracking | | | | | |
| | 201946 | Social Media Archive | | | | | |

| | | | | | | |
|--------|---------------------|--|--|--|--|--|
| 201919 | Integration | | | | | |
| 201920 | Contract Management | | | | | |

One-Time Implementation Fees

| | | | |
|--------------|--------|---|---------------------|
| X | 201925 | Exchange Platform with Correspondence Solution Implementation | Waived 6/30/2019 |
| X | 201927 | Online Training – Administrator | Included |
| X | 201928 | Online Training – Users (2 sessions) | Included |
| | 201998 | Custom Option Implementation | Waived |
| | 201965 | Attachment Search with OCR Implementation | |
| | 201949 | ADFS/Single Sign-on Implementation | |
| | 201938 | Payments Implementation | |
| | 201939 | Invoicing Implementation | |
| | 201929 | Additional Online Training | |
| | 201930 | Attachment Search Implementation | |
| | 201966 | Customer Email Tracking Implementation | |
| | 201931 | Subpoena Duces Tecum Implementation | |
| | 201932 | Contract Management Implementation | |
| | 201976 | Mobile App Implementation | |
| | 201934 | Subpoena Appearance Implementation | |
| | 201926 | Onsite Training (Per Trainer, Per Day) | |
| Total | | | |

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Business Owner is:

Jason Morgan
 MDOS Executive Office
 Director of Constituent Services
 430 W. Allegan St., 4th Floor
 Lansing MI 48917
 517-881-8183
 MorganJ19@Michigan.gov

The designated DTMB Project Manager is:

Todd Eisenheimer
 DTMB Enterprise Project Management Office

4125 W. St. Joseph Hwy,
Lansing MI 48917
517-636-0253
ElsenheimerT@michigan.gov

AGENCY RESPONSIBILITIES:

MDOS will:

1. Participate in Kickoff Presentation and identify key stakeholders,
2. Participate in planning, identify Subject Matter Experts,
3. Provide feedback for weekly status reports, distribute to key stakeholders, identify possible issues,
4. Review and accept documentation that meets acceptance criteria,
5. Participate in work sessions, provide current and future business processes,
6. Provide state requirements and participate in development of fees (if applicable),
7. Participate in creating report requirements,
8. Observe and learn how to set up, verify, and make decisions on configuring the system,
9. Define branding and page layout,
10. Provide and review template content,
11. Provide required custom fields,
12. Manage staff functions and access,
13. Provide and confirm pricing,
14. Provide answers to questions in knowledgebase,
15. Provide requirements during GovQA-led sessions,
16. Provide staff list with indication for level of access,
17. Participate in validation of test activities,
18. Observe and verify setup, further design custom reports that are available upon completion or delayed,
19. Understand best practices and reporting export process,
20. Write UAT plan and test cases as needed, perform testing, document issues, communicate to GovQA,
21. Setup test account(s),
22. Participate in the orientation/training, prepare and process a training survey for quality,
23. Participate in the training planning sessions, update the training plan with specifics about people, facilities, and timing.
24. Validate that deployment training covers the as-built and that the as-built training materials are adequate,
25. Participate in the administrator training and provide feedback,
26. Participate in the deployment training, and
27. Prepare and process a training survey for quality,

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

If onsite work is necessary and agreed upon by both parties, the location consultants could work would be either 430 W. Allegan St. or 7064 Crouner Drive, in Lansing, Michigan. If space is not available at these locations, MDOS may designate alternate training locations within 10 miles of these addresses.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

GovQA is a SaaS annual subscription solution, no hourly time is charged to the State of Michigan or Michigan Department of State. All annual fees are paid at the time of the contract. Implementation fees may be withheld until successful Go Live Implementation.

This purchase order is a release from Contract Number 18000000650. This purchase order, statement of work (SOW), and the terms and conditions of Contract Number 18000000650 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

Preliminary Project Schedule/Timeline:

| Milestone | Deliverable | Target Completion Date |
|---|--|--|
| Project Kick-off Planning Meeting | NA | Within 8 days of signing of SOW |
| Project Kick-off Meeting | Completed kickoff | Within 10 days of signing of SOW |
| Project Plan Finalized | Accepted Project Plan | Within 5 business days of Kick-off |
| Requirements Review Completed | Accepted Requirements | Within 10 business days of Kick-off |
| Test Site Setup and Initial Branding | Branded test site | Within 5 days of Requirements Review completion |
| Configure Test Site | Configured test site | Within 10 days of Requirements Review completion |
| System Testing (GovQA) | Email confirmation | Within 5 days of Test Site Configuration |
| Site Review | Accepted review | Within 5 days of System Testing completion |
| Complete Integration with ADFS/Single Sign-On | Integration with ADFS/Single Sign-on | Within 10 days of System Testing completion |
| UAT (MDOS) | Written UAT acceptance | Within 10 days of System Testing completion |
| Final Configuration Review | Written acceptance of review | Within 5 days of UAT completion |
| Training | Written acceptance of training | Within 10 days of UAT completion |
| Migrate to Production Environment | Email confirmation | Within 10 days of UAT completion |
| Go Live | System accessible by external and internal users | Within 2 days of migration to production |
| Warranty Period | 10 business days with no reported Nonconformance | Go Live + 90 days |

Issue Management

Issue Management 1) An issue is an identified event that affects the schedule, scope, quality, or budget. Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State Project Manager on an agreed upon schedule at a minimum of every two weeks, with email notifications and updates. The issue log must be updated and contain the following minimum elements: a) Description of issue b) Issue identification date c) Responsibility for resolving issue d) Priority for issue resolution (to be mutually agreed upon by the State and the Contractor) e) Resources assigned responsibility for resolution f) Resolution date and resolution description.

2) Issues will be escalated for resolution from level 1 through level 3 as defined in the table below:

| Escalation Level | Roles | State of Michigan Representative(s) | GovQA Representative(s) |
|------------------|--|-------------------------------------|-------------------------|
| Level 1 | State Business Owner and Project Manager | SOM Business Owner | Project Manager |

| | | | |
|---------|--|----------------------|--|
| Level 2 | Business and Technical Managers | DTMB Technical Owner | Manager of Acct Mgmt. |
| Level 3 | Executive Sponsor and Relationship Manager | | Kevin O'Brien Vice President of Client Services |

STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number 17118000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | (517) 256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

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

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

MINIMUM DELIVERY REQUIREMENTS

| |
|--|
| |
|--|

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|--------------------------|------------------------|------------------------------------|---------------------|-------------------|
| <input type="checkbox"/> | | <input type="checkbox"/> | | N/A |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$1,052,665.00 | \$157,200.00 | \$1,209,865.00 | | |

DESCRIPTION

Effective 4/15/2019, this contract is hereby increased by \$157,200.00 to allow the Department of Licensing and Regulatory Affairs (LARA) to renew licenses, used for public records (FOIA) requests, for years 2 and 3.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



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

| | |
|---|--|
| Project Title: GovQA Licensing Renewal | Period of Coverage: 04/26/2018 through 04/25/2021 |
| Requesting Department: Licensing and Regulatory Affairs | Date: 04/05/2019 |
| Agency Project Manager: Tim Gajda | Phone: 517-335-6488 |
| DTMB Project Manager: Stuart Willard | Phone: 517-284-5300 |

BACKGROUND: The Department of Licensing and Regulatory Affairs needs to renew their licenses for the WEBQA, INC, GovQA platform. The GovQA software is used for public records (FOIA) requests. The initial contract did not include money for the year 2 and 3 renewals

PROJECT OBJECTIVE: To add the necessary funds to the WEBQA Enterprise Contract to pay for FY 19 and FY 20 license renewals.

SCOPE OF WORK: Licensing.

TASKS: As directed

DELIVERABLES:

| Product | Contract Year | Qty | Cost | Term | Total |
|---|---------------|-----|----------|----------------------|------------------|
| GovQA Base Licensing | 2 | 1 | \$68,400 | 04/26/19 to 04/25/20 | \$68,400 |
| | 3 | 1 | \$68,400 | 04/26/20 to 04/25/21 | \$68,400 |
| ADFS (Active Directory Federation Services) | 2 | 1 | \$2,400 | 04/26/19 to 04/25/20 | \$2,400 |
| | 3 | 1 | \$2,400 | 04/26/20 to 04/25/21 | \$2,400 |
| Additional environments (in addition to PROD) | 2 | 1 | \$4,800 | 04/26/19 to 04/25/20 | \$4,800 |
| | 3 | 1 | \$4,800 | 04/26/20 to 04/25/21 | \$4,800 |
| Document Redaction | 2 | 10 | \$300 | 04/26/19 to 04/25/20 | \$3,000 |
| | 3 | 10 | \$300 | 04/26/20 to 04/25/21 | \$3,000 |
| TOTAL | | | | | \$157,200 |

SPECIFIC DEPARTMENT STANDARDS: Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

NOTE: *Payment can be based upon:*

- **Satisfactory acceptance of each Deliverable**

DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:
Tim Gajda
gajdat@michigan.gov
517-335-6488

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED: N/A

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **17118000000650**

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | 517-256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

PUBLIC RECORDS REQUEST SYSTEM (FOIA)

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|------------------------|-------------------------|---------------------------|------------------------|
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | September 30, 2023 |

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

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

MINIMUM DELIVERY REQUIREMENTS

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 | | |
| \$793,605.00 | \$259,060.00 | \$1,052,665.00 | | |

DESCRIPTION

Effective 3/15/2019, this Contract is hereby increased by \$259,060.00 and adds the following statement of work (SOW) to include Freedom of Information Act (FOIA) tracking services for the Michigan Department of State (MDOS).

The following language is also incorporated into the statement of work: After being officially notified of a needed application change to comply with changes to the MI xxxxx Law by the Agency, the vendor will have 10 business days to respond with a scope of work, cost proposal and timeline for implementation.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |

Cost Proposal

GovQA Exchange Platform – Public Records Solution

Date:

March 12, 2019

Proposal Prepared By:

GovQA
900 S Frontage Road, Suite 110
Woodridge, IL 60517

Proposal Prepared For:

Michigan Department of State
430 W Allegan St.
Lansing, MI 48933



GovQA is trusted within **more than 1,350 public sector contracts** in North America for innovative multi-channel and multimedia workflow solutions.

March 12, 2019

Michigan Department of State
Doug Novak
430 W Allegan St.
Lansing, MI 48933

Re: Proposed GovQA Services

Dear Mr. Novak,

The GovQA team is pleased to provide the following proposal to the Michigan Department of State. GovQA is the nation's leader with our Exchange Platform, and has implemented solutions for over 1,350 organizations across North America.

Public sector organizations are increasingly driven to comply with the Freedom of Information Act, provide access to public information, improve request response times, collaborate across departments, and integrate processes while reducing costs. GovQA's modern, state-of-the-art, software as a service (SaaS) platform improves access to public information while increasing efficiencies within the organization.

Product highlights:

- Completely configurable 'off the shelf' SaaS platform tailored to fit your business processes
- Intuitive public-facing portal increases requesters self-serve adoption
- Proactive tools to reduce requests backlog and staff workload
- One-stop platform with numerous built-in modules
- Compliant with all state and federal laws
- Custom training and exceptional customer support

Our proven platform, implementation/training support, and in-depth Freedom of Information Act expertise ensure that your transparency initiative is proactive, thorough, and effective.

Please do not hesitate to contact me at 630-633-7360 or rkelsey@govqa.com with any questions concerning this proposal. We appreciate your continued interest.

Sincerely,

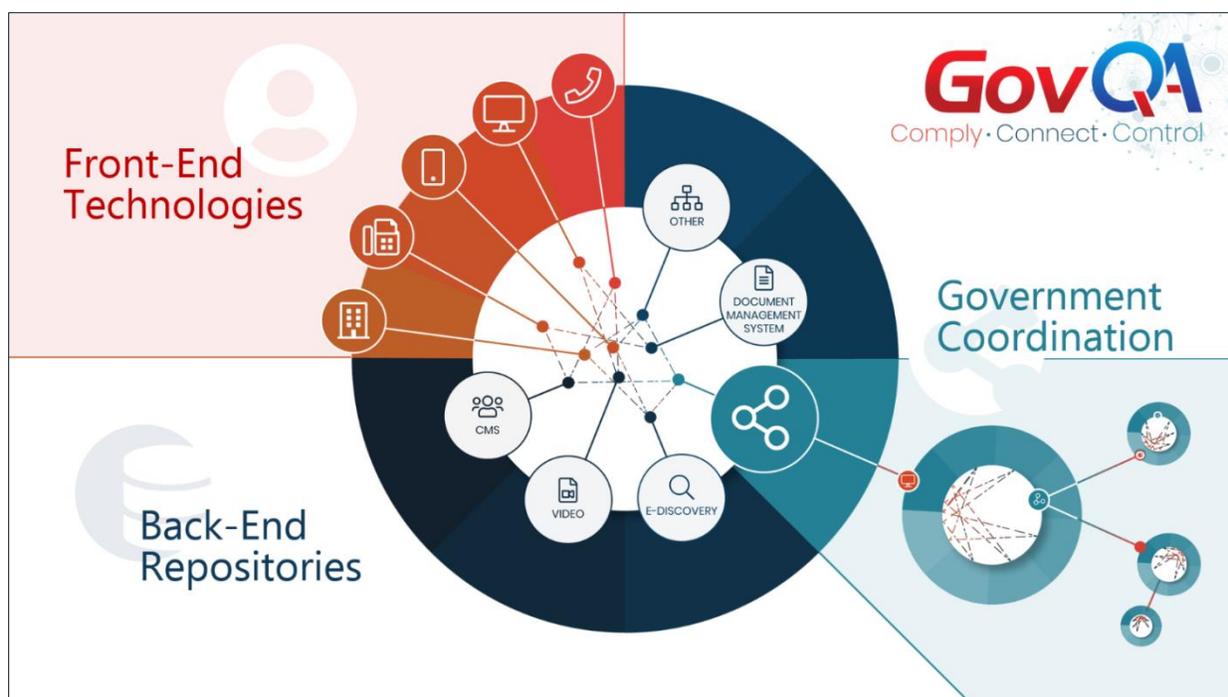
Ryan Kelsey
Government Sales Executive

The Nation's Leader in Compliance Management

The Public Records Solution is solely tailored to facilitate collaboration across the various government departments while ensuring compliance with state public records laws and providing public access to information.

The Solution can support a variety of communication, collection, and approval processes. It is extendable to areas enterprise-wide to increase efficiency and collaboration in a highly secure and controlled environment.

The platform contains and integrates with front-end technologies to allow for secure communication no matter what channel is used, including phone, web-portal, mobile application, email, fax, and paper forms. Connections with back-end repositories like content and document management systems, video archives, e-discovery solutions, etc. place the information your staff needs to complete their business processes is immediately available and the exchange of this information is efficiently coordinated.



For processes that require the collection of documents or information from external organizations, this GovQA solution enables staff to quickly send a request for the needed data to the appropriate contact. The outbound request contains a link to a highly secure temporary gateway that allows the external contact to upload the requested information and/or documents directly into the GovQA platform where it will be attached to the case/request to which it pertains.

GovQA – Public Records Innovators

State and municipal governments across the nation are redefining transparency and launching initiatives aimed at scaling up public records access. GovQA, an innovator in public sector technology, aligns governments' efforts by providing an all-in-one platform constructed on best practices that helps agencies go beyond baseline Public Records Law compliance.

Many state agencies, cities, and counties across the country have joined the GovQA community including over 100 top U.S. cities, over 50 state agencies, 30% of state capitals, and 30% of top U.S. counties.

GovQA Differentiators

Software as a Service

Our comprehensive SaaS portfolio of solutions addresses instant deployment, accelerates time-to-value, and reduces costs among other compelling benefits. Enterprise-level SaaS has become a proven delivery model for government agencies of all sizes and helps government save IT resources.

Reputation and Expertise

GovQA syncs with your business through our deep industry expertise, exceptionally talented engineers, and leading-edge solutions. GovQA has demonstrated its reliability with over 1,350 implementations across North America.

Scalable and Modern

The transformative forces of mobility, cloud, big data, and social collaboration are all key drivers for technology change. Take advantage of the innovative technologies that deliver new ways to get work done through a dynamic, scalable architecture. Our disciplined approach ensures that you always get the level of service you need with predictable costs.

Dedicated Team

Our experienced staff designs workflows to fit your business processes, updates the platform with current laws and obligations, and ensures you are continually leveraging the relevant best practices.

Community

Connect and collaborate with various teams, departments, or agencies across the State. GovQA brings together subject matter experts in open forums that are expressly designed to leverage collective knowledge and a wealth of insights.

GovQA Advantage: Secure Platform

The GovQA Exchange Platform is built upon a proprietary architecture that delivers the security benefits of a single-tenant design while providing the functional benefits of a multi-tenant platform. Our cloud service can support virtually all compliance and security initiatives. Moreover, this architecture enables us to provide our clients with the highest level of security and helps protect against privacy violations and data leakage with automatic redaction of sensitive information, encryption, and certified authentication. **We can provide Letters of Attestation to confirm we have met all compliance requirements for NIST, CJIS, HIPAA, and FedRAMP Ready.**

3 Levels of Security

 **DATA**
Advanced data encryption in transit and at rest

 **ACCESS**
Data isolation and authenticated access

 **PEOPLE**
Role-based security profiles and audit controls

Complete Data Encryption

Whether data is at rest in a database or in motion between your systems and our software, encryption means that data can only be read by authorized users.

Single-Tenant Data Isolation

Your data is completely isolated from other customers' data both logically and physically.

Multi-Factor Authentication

Our system adds a layer of protection by requiring more than one method for users to identify themselves (i.e. password, email, unique PIN).

Role-Based Access Controls

The entire application is configured to automatically provide correct access levels to different types of users based on login credentials.

Comprehensive Auditing

Virtually every action is logged with all pertinent information in an audit trail and available for access based on security role.

Automatic Redaction

We offer a consistent and effective way to safeguard personal information and classified data.

Cloud Security

Our entire platform can be hosted by Microsoft Azure Government. This environment combines maximum security and privacy with the highest levels of control, performance, scalability, and accessibility.

24x7 Threat Monitoring

Our security operations team uses state-of-the-art software to constantly monitor all endpoints for security threats, identifying all exceptions, and potential intrusions.

Sample Client Portfolio

Government organizations of all types rely on our solutions. Below is a representative sample of how large cities and state agency clients are using our Public Records Request Solution.

City of Dallas, Texas

In 2014, the City of Dallas received an average of 50 open records requests per business day, resulting in approximately 13,000 requests over the course of the year. The process of responding to requests was slowed by the need to manually calculate the due date of each request received.

Announcing the launch of the public portal of GovQA's Open Records System on September 14, 2016, Open Records Project Manager Jeri Carter Lawson said, **"We have been able to create a system that makes requesting open records as easy and simple as possible. Designed with the requestor in mind, it will make requests more efficient than ever before."**



City of Dallas

The Open Records Team in Dallas quickly realized the benefits of the automation made possible by the GovQA system. Due dates are automatically calculated and reminders/escalations as due dates approach, increasing efficiency by eliminating the need for manual intervention. As Ms. Carter Lawson put it, **"GovQA does the calculations for us, it's so much easier since we don't have to think about it. We look smarter and we're much more efficient."**

"Responding to multi-department requests is no longer a challenge with GovQA's user-friendly activities; we can transmit information to the departments with just a few clicks and it's just as easy for them to send records back." Personalized work queues, robust reporting, and customizable dashboards give end users and managers alike the oversight needed to ensure work is completed properly and on-time. The GovQA system has enabled Dallas to completely centralize their open records process. Tailored training sessions provided by expert specialists at GovQA empowered administrators in Dallas to make configuration changes to the system independently. GovQA's knowledgeable Client Services Specialists are there to provide support and best practices suggestions, as needed.

After a visit from GovQA staff, Jeri Carter Lawson mentioned, **"Working with GovQA has been a fantastic experience and meeting with representatives from GovQA feels like meeting family. Working in a job that is full of chaos; it's good to have GovQA to help keep me sane."**

City of San Antonio, Texas



In March of 2011, the Government and Public Affairs (GPA) Department in San Antonio became responsible for the City's Open Records Request process and implemented GovQA's Public Records Request Management System to facilitate the processing of requests received organization-wide. **The volume of open records requests received by San Antonio has steadily increased from a total of 6,716 requests received in FY 2012 to 45,220 received in FY 2017.**

Despite the massive increase in request volume, San Antonio has decreased the average number of days to close a request from 24 days in FY 2012 to just 8 days in FY 2017. To date, the Office of the Attorney General in Texas has not assessed any penalties against the City of San Antonio or any City Officials for failure to properly respond to an open records request.

Each of the City's 38 departments assigns a trained Open Records Request Liaison to work in coordination with the Government and Public Affairs Department's Open Records Request Division to respond to requests for public information. Automated workflow rules assign requests to the appropriate liaison based on information provided by a requestor and send reminders to the assigned staff members as request due dates approach, ensuring no requests slip through the cracks without a proper response.

The City Attorney's Office works independently from the Government and Public Affairs Department to assist City departments in determining whether to seek an opinion from the Office of the Attorney General and what documents need redactions, as needed. Staff in various departments can communicate and collaborate with each other using tools within GovQA's Collect & Control Platform, like @mentions within request notes, simple activity assignments, and shared views/work queues.

The City of San Antonio also uses GovQA's Trending Topics pages to make frequently requested records related to current topics of significant public interest available to residents without the need to submit an open records request. The Trending Topics pages have helped San Antonio to control the surge of requests related to hot topic incidents by reducing duplicate request volume, reducing follow-up request volume, and allowing staff to streamline responses to requests by simply providing a link to where the responsive records are available on the City's public portal.

New York State Department of Environmental Conservation (NYSDEC)

NYSDEC employees over 3,000 people in 9 different regions and 27 offices spread across New York State. These employees support a wide variety of programs, including the management of 5 million acres of land and the enforcement of environmental laws and regulations



With records generated and stored in so many different regions and offices, a response to a Freedom of Information Law (FOIL) request may require collaboration between a large number of offices and FOIL Coordinators. Prior to partnering with GovQA, the NYSDEC FOIL response process relied heavily on exchanging information by email.

In the 12-month period before “going live” with GovQA’s FOIL Request Management System in October 2015, NYSDEC completed 75% of requests in under 20 business days. In 2016, 86% of FOIL requests were completed in under 20 days. This improvement of 11% was made possible through the efficient collaboration tools and automated workflow included in the GovQA’s Collect & Control Platform.

As part of its commitment to excellence in government, the NYSDEC constantly seeks to find areas for improvement in its FOIL request process. Month-to-month analysis of performance metrics plays a critical role in identifying ways to improve efficiency. Before using GovQA, compiling these reports took several hours. Using the reporting and dashboard modules in the GovQA system, the entire process takes just 15 minutes. As James McClymonds, NYSDEC Chief Administrative Law Judge, describes it, “You have turned what took the better part of a day to do into a task that can be done literally during a coffee break.”

“GovQA has revolutionized NYSDEC’s FOIL work and performance.”

-Nathaniel Barber,
NYSDEC Office General Counsel

Features & Functionality: Public Records Request Solution

Core Features

Overview

- Configured to meet the needs of the State of Michigan
- Software stays compliant with any changes mandated by State or federal laws
- Supports archival and purge procedures
- System upgrades and enhancements provided on a regular basis

Public-Facing Portal

- Branded online requester portal allows requesters to submit, view, and track requests
- Proactive tools help requesters find the appropriate information/records
- Attachments can be submitted during request initiation

Public Knowledgebase

- Requester self-service tool aims at reducing direct requester-staff interaction
- Most-searched questions are ranked higher and are optimized to rise to the top in the knowledgebase

Public Archive / Reading Room

- Modern archive library with extensive search and read capabilities
- Supports large documents of various file formats

Secure Collaboration

- Full system administration functionality (i.e., establishment of user profiles and access)
- Supports concurrent user access for unlimited users
- Role-based security enforced throughout the system
- Audit logs for all changes, deletions, and additions

Request Handling

- Multi-channel request input e.g., receive requests via email, telephone, or walk-in
- Custom work flow set up
- Auto notifications sent to requester and internal departments
- Detailed notes accessible to all staff
- Timely handling of approvals, escalations, and attorney review
- Attachments can be designated as private or public
- Responsive documents support document, audio, and video file attachments

Correspondence

- Generates auto correspondence based on defined events
- Built-in merge fields to create up to ten custom email templates

Annual & Ad-hoc Reports

- Rich collection of standard and custom reports
- Intuitive dashboards with powerful drill-down capability

Core Feature Descriptions

Requester Portal

The organization will be provided a branded web portal that will be framed within the organization's website. Customers can easily submit, check the status of unlimited public records requests, as well as retrieve their responsive documents.

Knowledge Base

Public: Enables the organization to share information regarding public records requests with the public via our web portal. Requesters can perform several actions from these Knowledge Base answers including follow them, email answers to another citizen, and even rate them for the benefit of the organization and future requesters.

Internal Staff: Helps keep involved staff members stay abreast to potential changes in law or internal process. It is often monitored by policy and ethics staff in the organization.

Public Archive

Staff can make past records requests publicly available through the Public Archive library. The organization can limit which staff members have the ability to publicly post such records request. In addition, there is an option to have several sections based on certain criteria set by the organization.

Past & Duplicate Requests

GovQA offers two different technologies designed to prevent duplicates and deflect public records requests: in-line deflection and suggestion deflection.

With **in-line** deflection the system matches an incoming request to the most relevant answer in your knowledgebase and displays the answer in line with the request form. In-line deflection is an efficient way to prevent requests that are either not a public record or not available from your government agency.

With **advanced** deflection, the system matches the user's request to other items in the system (including similar or duplicate public records requests, answers in the knowledgebase, and/or GovQA's innovative proactive pages) and displays the results to the requester in a customizable suggestion column.

Frequent Requesters

Identify frequent requesters automatically and assign separate workflows or fees as mandated by the law. This will keep redundant and duplicate work to a minimum.

Similar Requests

Prevent duplicate public records requests by leveraging previous responsive documents that have been fully index. Easily search for previous requests and copy the completed work to the new request. In addition, the system will identify similar request and allow you to manage them as one. This will provide consistent responses to all interested parties and allow the work to be done only once.

Trending Topic Pages

Prevent duplicate public records requests by providing a web page for any event, project, or popular topic. This functionality proactively disseminates information thereby eliminating the need to submit a request for records related to the topic or event.

Core Feature Descriptions (continued)

Dashboards with Real Time Data Visibility

In addition to standard and custom reporting modules, the GovQA Public Record Solution provides individually customizable dashboards.

Report Scheduler

Wide range of built-in reports with detailed information about requests, staff time, fees, and more are available. In addition, create your own custom report using any fields and analyze issues such as pending/open requests, requests past due date, time tracking reports, etc.

Retention Schedules

Bulk redaction of documents and requests can be scheduled as desired. Items can also be flagged to be omitted.

Add-On Modules

Redaction

Red line documents within the GovQA Public Records Solution. Features include:

- **Text Search:** Highlight text or phrase while reading and automatically redact all instances of that text
- **Pattern Matching:** Use regular expressions or standard patterns like phone numbers, Social Security numbers, and credit card numbers.
- **Redact Similar:** Select text to redact, the system automatically finds all other matches in the document and redacts those, as well.
- **Exemption Tracking:** Choose an exemption reason for the redaction.
- **Responsive Records Packet:** Combine multiple attachments into one PDF document for easy redaction and release. Staff can quickly redact, review, and approve records on large and complex requests while ensuring consistency. Requesters benefit from receiving one single document packet.

Image to Text Conversion (OCR)

Document “optical character recognition” converts text on scanned documents so they are searchable and redact-able within the GovQA system. *(Requires Advanced Search)*

Customer Email Tracking

Reduce risk with (1) global visual indicators to rapidly identify delivery problems with customer email addresses and (2) audit tracking when customers open and click links in their email.

Invoicing

Allows you to create itemized invoices and estimates for requests as well as track payments. The module also offers the option to accept online payments via the customer portal.

Payments

Facilitate online submission of payments by requesters: pre, mid, and end of process. *(Requires Invoicing)*

Payment Integration

Accept online payments via your GovQA User Portal, and mark requests as paid, using your payment provider.

Integration

GovQA offers a robust REST API that permits full access to nearly all data and functionality in the system. This allows for seamless integration between systems and can be used two ways:

- **Single direction:** e.g. pushing request information to an open data platform
- **Bi-directional:** e.g. providing a two-way integration with a public works utility system

ADFS/Single Sign-On

GovQA provides Single Sign-On (SSO) capability utilizing Active Directory Federation Services (ADFS) by Microsoft. This provides seamless access to the GovQA system based on the existing security structure, attributes, and policies.

Add-On Modules (continued)

Social Media Archiving

GovQA, through our partner, provides Social Media archiving and retrieving an archive and retrieval platform for social media accounts such as Facebook, Twitter, YouTube, Instagram, and LinkedIn. This provides full compliance with Public Records requirements. The Social Media Archive is fully integrated with the GovQA Public Records System, so that you can search and export social media threads and directly attach to a Public Records Request saving time and effort.

GovTalk

An interactive web-based forum that helps maximize access to information and resources for community members.

Price Proposal

Based on our experience and knowledge of the Department of State's current processes, GovQA recommends the service package outlined below. We are, however, open to adjusting the scope of services in order to fit within an established budget. This system is a configurable "off the shelf" platform; it will be complete at the time of purchase and configured to the desired work flow(s).

Subscription Services

| Core Exchange Platform Subscription Services | | | Year 1 5/1/19 – 9/30/19 | Year 2 10/1/19 – 9/30/20 | Year 3 10/1/20 – 9/30/21 | Year 4 10/1/21 – 9/30/22 | Year 5 10/1/22 – 9/30/23 |
|--|--------|---|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| X | 201901 | Public Records Solution (Includes 1 Request Type Related to Public Records) | \$15,920 | \$38,200 | \$39,350 | \$40,530 | \$41,745 |
| X | 201907 | Attachment Search | \$1,000 | \$2,400 | \$2,475 | \$2,550 | \$2,630 |
| X | 201908 | Redaction License (Qty: 5 @ \$300 each) | \$625 | \$1,500 | \$1,545 | \$1,595 | \$1,645 |
| X | 201906 | Fortress Hosting | \$2,085 | \$5,000 | \$5,150 | \$5,305 | \$5,465 |
| X | 201912 | Storage (1TB) | Included | Included | Included | Included | Included |
| Suggested Add-On Modules | | | | | | | |
| | 201905 | Invoicing | \$750 | \$1,800 | \$1,855 | \$1,910 | \$1,970 |
| | 201911 | Payments (Using approved provider(s) listed on page 15) | \$2,085 | \$5,000 | \$5,150 | \$5,305 | \$5,465 |
| | 201909 | MI Login | \$1,000 | \$2,400 | \$2,475 | \$2,550 | \$2,630 |
| | 201903 | Subpoena Duces Tecum | \$2,085 | \$5,000 | \$5,150 | \$5,300 | \$5,460 |
| | 201910 | Legal Holds | \$2,085 | \$5,000 | \$5,150 | \$5,300 | \$5,460 |
| | 201921 | Appeals | \$10,000 | \$24,000 | \$24,720 | \$26,460 | \$26,220 |
| Additional Modules | | | | | | | |
| | 201911 | Payments (Using designated vendor) | | | | | |
| | 201963 | Attachment Search with OCR | | | | | |
| | 201945 | Non-Emergency Reporting | | | | | |
| | 201902 | Claims | | | | | |
| | 201904 | Subpoena Appearance | | | | | |
| | 201947 | CRM/311 Citizen Engagement | | | | | |
| | 201964 | Customer Email Tracking | | | | | |
| | 201924 | Mobile App | | | | | |
| | 201946 | Social Media Archive | | | | | |
| | 201919 | Integration | | | | | |
| | 201920 | Inter-Agency Communications | | | | | |

| One-Time Implementation Fees | | | |
|------------------------------|--------|--|----------|
| X | 201925 | Public Records Solution Implementation | Waived |
| X | 201927 | Online Training – Administrator | Included |
| X | 201928 | Online Training – Users (2 sessions) | Included |
| | 201965 | Attachment Search with OCR Implementation | |
| | 201949 | ADFS/Single Sign-on Implementation | |
| | 201938 | Payments Implementation | Waived |
| | 201939 | Invoicing Implementation | Waived |
| | 201929 | Additional Online Training | |
| | 201930 | Attachment Search Implementation | |
| | 201966 | Customer Email Tracking Implementation | |
| | 201931 | Subpoena Duces Tecum Implementation | |
| | 201932 | Inter-Agency Communications Implementation | |
| | 201933 | Legacy Data Import | |
| | 201934 | Subpoena Appearance Implementation | |
| | 201926 | Onsite Training (Per Trainer, Per Day) | |
| Total | | | |

Approved Online Payment Service Providers

| | | |
|----------------|-----------------|---------------------|
| Lexis/Nexis | Kubra | Converge |
| iPayX | PayPal | GovEvolution |
| Transactis | FloridaPay | USAePay |
| Trust Commerce | GovPayNet | Payeezy |
| NIC | Elavon | JetPay |
| FloridaOpenPay | Velocity | PayPoint |
| USBank | Bank of America | Chase PayConnection |



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

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **17118000000650**

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|----------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Matt Weiss | DTMB |
| | | 517-256-9895 | |
| | | weissm4@michigan.gov | |

CONTRACT SUMMARY

| | | | |
|---|--------------------------------|----------------------------------|---|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | April 25, 2021 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

| | | | | |
|--|--|--|--|--|
| | | | | |
|--|--|--|--|--|

DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|-------------------------------------|-------------------------------|---|---------------------|--------------------|
| <input checked="" type="checkbox"/> | | <input type="checkbox"/> | | September 30, 2023 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$651,651.00 | \$141,954.00 | \$793,605.00 | | |

DESCRIPTION

Effective 12/6/2018, the state is modifying the Michigan Department of Natural Resources (DNR) GovQA contract for a web-based system to centralize and track Freedom of Information Act ("FOIA") requests and responses. The original contract was for 1 year (12/1/18 – 9/30/19), but will now be extended adding years 2-5 (10/1/19 – 9/30/23). This will increase the contract amount by \$141,954.00 (Year 2 - \$34,700, Year 3 - \$34,700, Year 4 - \$35,741, Year 5 - \$36,813).

Please note the Contract Administrator has been changed to Matt Weiss.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |

Software Quote

GovQA Contact

Ryan Kelsey | 630.633.7360 | rkelsey@govqa.com

End-user Contact

Name _____

Organization Michigan Department of Natural Resources _____

Email _____

Phone _____

Annual Subscription Services

The rates below will have an annual increase of no more than three percent (3%) of cost and have no correlation to volume. Year 1 is prorated on a 10-month basis to sync with your fiscal year starting October 1, 2019. Fees are exclusive of all taxes; complete annual service cost is billed on an annual basis in advance; and, due Net 30. All implementation fees are billed upon contract signing.

| Description | QTY | Rate | Cost Type | Cost | | | | |
|---|-----|-------------------|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|
| GovQA Implementation Services | | | | | | | | |
| One Time Implementation of GovQA including Advanced Document Search and Invoicing without the Payment Connector | 1 | \$5,100 | One Time | \$5,100 | | | | |
| GovQA Base Licensing | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 10/1/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Annual Subscription Pricing | 1 | \$1,883 per month | Annual | \$18,833 | \$22,600 | \$22,600 | \$23,278 | \$23,976 |
| Fortress Security | 1 | \$358 per Month | Annual | \$3,583 | \$4,300 | \$4,300 | \$4,429 | \$4,562 |

| Description | QTY | Rate | Cost Type | Cost | | | | |
|--|-----|--------------------------|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| GovQA Optional Modules/Features | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 10/1/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Document Redaction* | 10 | \$300 per user | Annual | \$2,500 | \$3,000 | \$3,000 | \$3,090 | \$3,183 |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | included | included | included | included | included |
| Invoicing Module without Payment Connector | 1 | Included in Base License | Annual | included | included | included | included | included |
| Payment Connector | 1 | \$200 per month | Annual | \$2,000 | \$2,400 | \$2,400 | \$2,472 | \$2,546 |
| MiLogin Annual Maintenance | 1 | \$200 per Month | Annual | \$ 2,000 | \$2,400 | \$2,400 | \$2,472 | \$2,546 |
| Grand Total | | | | \$28,916 | \$34,700 | \$34,700 | \$35,741 | \$36,813 |

*Additional Document Redaction Licenses over 10 may be purchased at the following annual rates:

- <50 Total Users: \$300 per year
- 50 to 100 Users: \$250 per year
- >100 Users: \$175 per year

| Description | QTY | Rate | Cost Type | Cost | | | | |
|---|-----|-----------------|-----------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Additional GovQA Optional Modules/Features | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 10/1/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| ADFS (Active Directory Federation Services) | 0 | \$200 per Month | Annual | \$2,000 | \$2,400 | \$2,400 | \$2,472 | \$2,546 |
| Additional environments (in addition to PROD) | 0 | \$400 per Month | Annual | \$4,000 | \$4,800 | \$4,800 | \$4,944 | \$5,092 |
| Additional 3 TB of Storage (1 TB included with system purchase) | 0 | \$500 per Month | Annual | \$5,000 | \$6,000 | \$6,000 | \$6,180 | \$6,365 |
| MiLogin Connector Development | 0 | \$10,000 | One Time | \$8,333 | | | | |



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **17118000000650**

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|------------------------|------------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Christopher Martin | DTMB |
| | | (517) 643-2833 | |
| | | martinc20@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|--|-------------------------|------------------------------------|---|-------------------|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE | |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | April 25, 2021 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | April 25, 2021 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$617,635.00 | \$34,016.00 | \$651,651.00 | | |
| DESCRIPTION | | | | |
| Effective 11/29/2018, the following amendments are incorporated into this Contract per attached the attached SOW. This Contract is increased by \$34,016 for DNR implementation and usage for one year. Additional Change Notice for years 2-5 will be processed when request approved in SIGMA. | | | | |
| All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval. | | | | |

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |
| DNR | Brooke Parmalee | 517-284-5808 | parmaleeb1@michigan.gov |
| DTMB | Laura Birchmeier | 517-241-7723 | birchmeierl@michigan.gov |



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

| | |
|---|--|
| Project Title: DNR – GovQA implementation | Period of Coverage: 11/1/18 – 10/31/19 |
| Requesting Department: DNR | Date: 9/10/18 |
| Agency Project Manager: Brooke Parmalee | Phone: 517-284-5808 |
| DTMB Project Manager: Laura Birchmeier | Phone: 517-241-7723 |

BACKGROUND:

The FOIA unit within the Department of Natural Resources (DNR) is looking to automate its manual process for managing requests for public records. The department has decided to utilize the Public Records SaaS product offering from GovQA. This cloud-based platform will provide a public-facing portal and the back-office workflow and functionality necessary to effectively manage the volume of records requests received by the Agency. The State of Michigan (SOM) is leveraging an existing Oakland County, Michigan contract with GovQA and creating a SOM specific instance of it, compliant with SOM SaaS contract requirements. This SOW for DNR represents the first application of this new contract and will be part of the initial execution of the contract.

PROJECT OBJECTIVE:

The DNR has undertaken an effort to modernize its public records request system to improve efficiency both for internal staff and external customers. The DNR currently manages public requests manually using Microsoft Office email, documents and spreadsheets. The increased demand for information from the public has made it necessary for the DNR to automate this system.

SCOPE OF WORK:

The Contractor, GovQA, shall provide the Department of Natural Resources (DNR) with a web-based system to centralize and track Freedom of Information Act (“FOIA”) requests and responses. GovQA shall customize the FOIA system to fit the workflows and needs of the DNR and its bureaus and agencies. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. GovQA shall provide the DNR with a portal for the public to submit FOIA requests, upload documents, track the status of their request, receive responses, and view an archive of other FOIA requests. The agency will determine what will be made available to be viewed by the public. The FOIA System shall enable the DNR to assign a FOIA request and FOIA appeal to a person or division for a response, share information among internal users, upload documents, receive alerts, provide cost estimates, and send a response with documentation back to the person who entered a FOIA request or FOIA appeal.

The FOIA system will meet the specifications detailed in Exhibit 1 of the original contract and will have the features listed below:

Standard Features of the FOIA System

- **Tracking Features:** The software shall provide the ability to track:
 - Information about a FOIA request, the person who submitted the request (the “Requestor”), and the tasks associated with a response.

- Current status of a request including key dates for a response.
- History or work done and by whom.
- The number of requests submitted by each individual.
- Payments, payment history and whether payments have been made.
- FOIA appeals, following a process similar to that established for a FOIA request.
- **For Requests:** The software shall:
 - Provide the ability to list a description of the request up to 500 characters as well as a drop-down box with choices for the types of records requested. Automatically assign due dates based on configurable rules such as holidays.
 - Allow the Requestor to attach documents.
 - Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
 - Have the ability for the DNR to administratively configure the workflow and internal procedures to assign requests to DNR employees and provide for reporting and escalation procedures.
 - Permit reassigning requests and sharing information with additional internal users.
 - Send reminders to internal users concerning due dates, response dates and other information.
 - Have the ability for a DNR internal user to label a FOIA request for appropriate routing and/or other recordkeeping purposes.
- **Cost of FOIA Request Function:** The FOIA System shall provide:
 - Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
 - A method to calculate an estimate and the actual cost to respond to a request.
 - A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- **For Responses:** The software shall:
 - Store templates for responding to requests.
 - Permit modification by the DNR of existing templates as laws and needs change.
- **The User Public Portal shall contain the following features:**
 - Allow unlimited users and allow users to establish an account with contact information and provide a history of past requests. Also allow users to submit requests without an account.
 - Secure, verified public user credentialing approach, such as multi-factor authentication.
 - Provide an acceptable method to prevent bots and automated requests.
 - A searchable FAQ (frequently asked questions) library.
 - A searchable library of previous requests and responses.
- **Query and Reporting Features shall provide:**
 - The ability to export data in a mutually agreed format.
 - User configured reports, tabular and chart formats.
 - Ability to search report fields, save, share and assign reports for later use.
- **Additional Features of the FOIA System:**
 - Uses responsive technology to support web-based desktop, laptops and mobile devices.
 - Permits administrative users to customize screen views and dashboards.
 - Integrates with State of Michigan's Active Directory structure to allow for a single sign on for internal users.
 - Can concurrently view requests.
 - Can search fields in the database such as history, reference number, and request type.
 - Can audit the updates and modifications to a request and the public records.

- Can limit the access of certain requests to only authorized DNR employees by request type.
 - Supports the manual import/export of data to and from other data sources via the tool.
 - Permits user-based preferences to subdivide user DNR divisions to be unable to view the request and activities of other DNR divisions but may permit access to all requests and activities on an administrative level.
 - Retention and Disposal schedule compatibility. System will notify the DNR of FOIA requests that are greater than one year old and the DNR will authorize disposal.
- **Redaction:**
 - Allows for the redaction of information from documents within the FOIA System.
 - Provides ability to search a document text for word, phrases or list of terms or patterns such as Social Security numbers to redact.
 - Provides a drop down to select a reason for the redaction.
 - Removes all references, including metadata, in the in the redacted document, such that it is not retrievable.
- **MI Login**
 - The system shall be capable of integrating with SOM MI Login single sign-on and identity management solution for both the internal system. This is an optional item with additional cost.

TASKS:

Technical support is required to assist with the following tasks:

- Configure the DNR FOIA System
- Training
- Documentation
- Maintenance and Support

DELIVERABLES:

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

- Documentation validating requirements
- Conceptual Business Work Flow Diagram draft screen flow
- Final Project Plan
- Final Report Formats
- Project Update Reports every two weeks
- Software licensing and implementation services that are listed on the pricing table.
- Implementation Plan that details all Configurations with associated timelines.
- Design and branding of public portal Implementation Plan.
- Configuration of workflow rules, business and email responses, internal and external FAQs, and all other configurable items as specified by the Implementation Plan.
- The design and implementation of up to ten (10) custom letter templates and forms.
- The design and implementation of three (3) report templates per DNR department via a configuration wizard
- Configuration of internal users with the appropriate security as detailed in the Implementation Plan.
- Completion of vendor portions of MiSAP Risk Assessment

ACCEPTANCE CRITERIA:

- Kick-off Planning Meeting successfully completed
- Kick-off Meeting presentation materials created
 - PowerPoint slide deck

- Preliminary Implementation Plan and proposed schedule
- Contractor and State resources and responsibilities
- Kick-off Meeting successfully completed
- Updated Implementation Plan delivered and approved
 - Updated schedule with details
 - Communication Plan
 - Resource Plan
 - Issue Management Plan and issue log
 - Risk Management Plan and identified risks
 - UAT iteration and approval timing
 - The licenses and modules are installed in the test and production environments.
 - The Configurations, as detailed in the final Implementation Plan and requirements documentation, passes DNR UAT testing.
 - The vendor portions of the MiSAP assessment have been completed and approved.
 - The integration with the State payment system has been completed and passes SOM UAT testing

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards. N/A

PRELIMINARY SCHEDULE/TIMELINE:

| Milestone | Target Completion Date |
|---|------------------------|
| DTMB Procurement Process Complete | 11/8/2018 |
| Project Kick-off Planning meeting | 11/14/2018 |
| Project Kick-off Meeting | 11/27/2018 |
| Project Plan Finalized | 12/10/2018 |
| Requirements Review Completed | 2/1/2019 |
| DTMB Lockpath Security Assessment and Plan of Action and Milestones | 3/15/2019 |
| Complete ADFS setup | 2/8/2019 |
| Complete Payment setup with CEPAS | 2/15/2019 |
| System Testing (GovQA) | 2/28/2019 |
| User Testing | 3/15/2019 |
| Reports | 3/22/2019 |
| Training | 4/5/2019 |
| Go-Live | 4/8/2019 |
| Warranty Support | 5/3/2019 |

PAYMENT SCHEDULE:

Payment will be made on a Satisfactory acceptance of each Milestone (major part of the contract) basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. All invoices must include the purchase order number

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Brooke Parmalee
Department of Natural Resources (DNR)
FOIA Coordinator
Constitution Hall
525 W. Allegan Street
Lansing, MI 48915
517-284-5808
ParmaleeB1@michigan.gov

The designated DTMB Project Manager is:

Laura Birchmeier
Department of Technology, Management & Budget
EPMO
Constitution Hall
525 W. Allegan Street
Lansing, MI 48915
517-241-7723
BirchmeierL@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at Constitution Hall in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

**SCHEDULE C
Pricing**

| Description | QTY | Rate | Cost Type | Cost | | | | |
|---|-----|--------------------------|-----------|---|-------------------|-------------------|-------------------|-------------------|
| GovQA Implementation Services | | | | | | | | |
| One Time Implementation of GovQA including Advanced Document Search and Invoicing without the Payment Connector | 1 | \$5,100 | One Time | \$5,100 * Included in Year 1 Grand Total | | | | |
| GovQA Base Licensing | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 10/1/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Annual Subscription Pricing | 1 | \$1,883 per month | Annual | \$18,833 | \$22,600 | \$22,600 | \$23,278 | \$23,976 |
| Fortress Security | 1 | \$358 per Month | Annual | \$3,583 | \$4,300 | \$4,300 | \$4,429 | \$4,562 |
| GovQA Optional Modules/Features | | | | 12/1/18 – 9/30/19 | 10/1/19 – 9/30/20 | 10/1/20 – 9/30/21 | 10/1/21 – 9/30/22 | 10/1/22 – 9/30/23 |
| Document Redaction* | 10 | \$300 per user | Annual | \$2,500 | \$3,000 | \$3,000 | \$3,090 | \$3,183 |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | included | included | included | included | included |
| Invoicing Module without Payment Connector | 1 | Included in Base License | Annual | included | included | included | included | included |
| Payment Connector | 1 | \$200 per month | Annual | \$2,000 | \$2,400 | \$2,400 | \$2,472 | \$2,546 |
| MiLogin Annual Maintenance | 1 | \$200 per Month | Annual | \$ 2,000 | \$2,400 | \$2,400 | \$2,472 | \$2,546 |
| Grand Total | | | | \$34,016 | \$34,700 | \$34,700 | \$35,741 | \$36,813 |

*Additional Document Redaction licenses over 10 may be purchased at the following annual rate:

<50 Total Users: \$300 per year
50 to 100 Users: \$250 per year
>100 Users: \$175 per year



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **17118000000650**

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|------------------------|------------------------|-------|
| STATE | Program Manager | Various | MULTI |
| | | | |
| | | | |
| | Contract Administrator | Christopher Martin | DTMB |
| | | (517) 643-2833 | |
| | | martinc20@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|---|------------------------|-------------------|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE | |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | April 25, 2021 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | April 25, 2021 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$423,035.00 | \$194,600.00 | \$617,635.00 | | |
| DESCRIPTION | | | | |
| Effective 9/26/2018, this Contract is increased by \$194,600.00 for MDHHS use (Yr 1: \$83,800.00; Yr 2: \$55,400.00; Yr 3: \$55,400.00). The following amendment is incorporated into this Contract per the attached Statement of Work. | | | | |
| All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 9/11/2018. | | | | |

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|---------------------|--------------|----------------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |
| MDHHS | Ruth O'Conner | 517-284-4842 | oconnorr1@michigan.gov |
| DTMB | Kellie Kochenderfer | 517-284-7156 | kochenderferk@michigan.gov |



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

| | |
|--|--|
| Project Title: Freedom of Information Office Implementation of GovQA | Period of Coverage: 9/14/2018 – 09/13/2021 |
| Requesting Department: MDHHS Freedom of Information Act Office | Date: 07/23/2018 |
| Agency Project Manager: Ruth O'Connor | Phone: 517-284-4842 |
| DTMB Project Manager: Kellie Kochenderfer | Phone: 517-284-7156 |

Brief Description of Services to be provided:

1. BACKGROUND:

1.1. The Freedom of Information Act (FOIA) Office within Michigan Department of Health and Human Service (MDHHS) is looking to automate their manual process for managing public records requests. The agency has decided to utilize the Public Records web-based Software as a Service (SaaS) product offering from GovQA. This cloud-based platform will provide a public facing portal and the back-office workflow and functionality necessary to effectively manage the volume of records request received by the Agency. The State of Michigan (SOM) is leveraging an existing Oakland County, Michigan contract with GovQA and creating a SOM specific instance of it, compliant with SOM SaaS contract requirements.

2. PROJECT OBJECTIVE:

2.1. The Michigan Department of Health and Human Services (MDHHS, Agency) has undertaken an effort to modernize their public records request system to improve efficiency both for internal staff and external customers. MDHHS currently manages public requests manually using Microsoft Office email, documents and spreadsheets. The increased demand for information from the public has made it necessary for MDHHS to automate this system.

3. SCOPE OF WORK:

3.1. The Contractor, GovQA, shall provide MDHHS with a web-based system to centralize and track FOIA requests and responses. GovQA shall customize the FOIA system to fit the workflows and needs of MDHHS and its bureaus and agencies. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. GovQA shall provide MDHHS with a portal for the public to submit FOIA requests, upload documents, track the status of their request, receive responses, make payment, and view an archive of other FOIA requests. The agency will determine what will be made available to be viewed by the public. The FOIA System shall enable MDHHS to assign a FOIA request and FOIA appeal to a person or agency for a response, share information among internal users, upload documents, receive alerts, provide cost estimates, receive payments, and send a response with documentation back to the person who entered a FOIA request or FOIA appeal. The FOIA system will meet the detailed specifications documented in this Statement of Work, reference Appendix 1 for Requirements and Features.

4. DELIVERABLES and ACCEPTANCE CRITERIA:

4.1. Project Initiation, Planning and Management

- 1) Project Kick-off Planning and Kick-off Meeting
 - a) Within five (5) business days from execution of the Contract, the Contractor must attend a project kick-off planning meeting to discuss the content and procedures of the Contract. Contractor will review and validate the requirements with the State and as defined in Appendix 1 to this Statement of Work. Contractor will identify any general, functional or technical issues that need to be addressed to ensure successful implementation and will propose resolutions to be undertaken and timing thereof. Within five (5) business days from the planning meeting the Contractor will conduct a project kick-off meeting. Via webinar, at a date and time mutually acceptable to the State and the Contractor, the project kick-off will be held. At this meeting, Contractor will provide and review:
 - i. Software overview
 - ii. Preliminary project plan and schedule
 - iii. Contractor and State resources and responsibilities
 - iv. Risk mitigation plan

4.2. Final Project Plan

- 1) Within fifteen (15) days of the Effective Date, Contractor will submit a final project plan and schedule to the DTMB Project Manager(s) for approval, which must include:
 - a) Detailed project plan and schedule
 - b) Tasks and durations
 - c) Deliverables with dates
 - d) Milestones with dates
- 2) Project work breakdown structure (WBS) showing sub-projects, resources required and their allocation
- 3) Communication Plan
- 4) Resource Plan
- 5) Issue Management Plan and issue log
- 6) Risk Management Plan and identified risks
- 7) Change Management Plan
- 8) User Acceptance Testing (UAT) iteration and approval timing

4.3. Performance Review Meetings

- 1) Beginning after the project kick-off meeting and continuing until Acceptance, Contractor will attend weekly meetings or touchpoints with the DTMB and MDHHS's project team to review Contractor's performance. On a monthly basis, the Contractor may be asked to participate in a project steering meeting. The meetings will be held either in Lansing, Michigan or via webinar, as mutually agreed by the State and the Contractor and recorded in the Communication Plan.

4.4. Project Control

- 1) Contractor will work jointly with the State to manage the project in accordance with State Unified Information Technology Environment (SUITE). Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing services under the Contract. Contractor will provide tool access to State-designated staff to enter issues and review data. Any tool used by the Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards. The tool will have the capability to produce the following:
 - a) Staffing tables with names of personnel assigned to Contract tasks
 - b) Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each, including proposed services to be performed within the next two (2) weeks (updated every two weeks)

- c) Charts showing critical events, dependencies and decision points during the course of the Contract

4.5. Reports

- 1) Within fifteen (15) days of the Effective Date, Contractor must submit reporting formats to the DTMB Project Manager. When both parties have agreed to the format of the report, it becomes the standard to follow for the duration of the Contract.
- 2) Every two weeks, or as otherwise specified in the Communication Plan, the Contractor must provide a Project Update Report on the overall status of the Software implementation. This report must contain at least the following elements:
 - a) Updated project plan
 - b) Updated project schedule
 - c) Deliverable and schedule status
 - d) Risks and Issues

4.6. Issue Management

- 1) An issue is an identified event that affects the schedule, scope, quality, or budget. Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State Project Manager on an agreed upon schedule at a minimum of every two weeks, with email notifications and updates. The issue log must be updated and contain the following minimum elements:
 - a) Description of issue
 - b) Issue identification date
 - c) Responsibility for resolving issue
 - d) Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
 - e) Resources assigned responsibility for resolution
 - f) Resolution date and resolution description
- 2) Issues will be escalated for resolution from level 1 through level 3 as defined in the table below:

| Escalation Level | Roles | State of Michigan Representative(s) | GovQA Representative(s) |
|-------------------------|--|---|--|
| Level 1 | State Business Owner and Project Manager | Ruth O'Conner, SOM Business Owner Kellie Kochenderfer, Project Manager | Heather Poe, Manager of Acct Mgmt |
| Level 2 | Business and Technical Managers | Judy Odett DTMB Technical Owner | John Deichstetter, Director of Implementation |
| Level 3 | Executive Sponsor and Relationship Manager | | Kevin O'Brien Vice President of Client Services |

4.7. Risk Management

- 1) A risk is an identified event that, if not addressed, may affect schedule, scope, quality or budget. The Contractor must establish a risk management plan and process, including, but not limited to, the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.
- 2) Contractor and State agree to follow the State's risk management plan. Contractor must identify risks for each phase of the project. Mitigating and/or eliminating assigned risks is the responsibility of the Contractor, if agreed to by the State. The State assumes the same responsibility for risks assigned to the State.

- 4.8. Deliverable(s)
- 1) Documentation validating requirements
 - 2) Conceptual Business Work Flow Diagram draft screen flow
 - 3) Final Project Plan
 - 4) Final Report Formats
 - 5) Project Update Reports every two weeks

- 4.9. Acceptance Criteria:
- 1) Kick-off Planning Meeting successfully completed
 - 2) Kick-off Meeting presentation materials created
 - a) PowerPoint slide deck
 - b) Preliminary Implementation Plan and proposed schedule
 - c) Contractor and State resources and responsibilities
 - 3) Kick-off Meeting successfully completed
 - 4) Updated Implementation Plan delivered and approved
 - a) Updated schedule with details
 - b) Communication Plan
 - c) Resource Plan
 - d) Issue Management Plan and issue log
 - e) Risk Management Plan and identified risks
 - f) UAT iteration and approval timing

5. Software as a Service

5.1. The Contractor shall provide a vendor-hosted, web-based Software as a Service (SaaS) solution to provide MDHHS and the public access to a web-based system to centralize and track FOIA requests, responses, and payments.

- 5.2. Deliverable(s)
- 1) Appendix 1 to this Statement of Work defines the deliverables
 - 2) Software licensing and implementation services that are listed on the pricing table below.
 - 3) Implementation Plan that details all Configurations with associated timelines.
 - 4) Design and branding of public portal Implementation Plan.
 - 5) Configuration of workflow rules, business and email responses, internal and external FAQs, and all other configurable items as specified by the Implementation Plan.
 - 6) The design and implementation of up to ten (10) custom letter templates and forms.
 - 7) The design and implementation of three (3) report templates per MDHHS Department via a configuration wizard
 - 8) Configuration of internal users with the appropriate security as detailed in the Implementation Plan.
 - 9) Completion of vendor portions of Lockpath Risk Assessment.

- 5.3. Acceptance Criteria
- 1) The licenses and modules are installed in the test and production environments.
 - 2) The Configurations, as detailed in the final Implementation Plan and requirements documentation, passes MDHHS UAT testing.
 - 3) The vendor portions of the Lockpath assessment have been completed and approved.
 - 4) The integration with the State payment system has been completed and passes SOM UAT testing.

6. Implementation

6.1. Contractor shall perform all tasks required to fully implement the customized FOIA System as specified herein, and as detailed in the approved project schedule. Contractor responsibilities will include, but not be limited to, the following tasks:

1) Planning Phase:

- a) Following an approved application lifecycle development and management methodology that conforms to SUITE, the Contractor will elicit and document the users' business requirements and develop a solution design. This step will require joint meetings and collaboration.
- b) Participate via telephone as needed in implementation meetings to discuss MDHHS requirements.
- c) Work with MDHHS to finalize an Implementation Plan which clearly specifies all deliverables and the timeframe for completion.
- d) Provide a UAT plan to describe the testing and mitigation approach.

2) Configure the MDHHS FOIA System:

- a) Configure the system as specified by this statement of work, the requirements documentation, the Implementation Plan, and any other mutually agreed artifact.
- b) Public Portal
 - i. Configure branding of public portal landing page with icons and links to MDHHS help areas within the public portal to mirror the look and feel of MDHHS's website including HTML layout. The portal will utilize HTTPS encryption and be framed within MDHHS's website or launched as a separate browser window depending on requirements.
 - ii. Post up to twenty-five (25) answers provided by MDHHS in the frequently asked questions section of the public portal.
 - iii. All external users' identities will be stored in the FOIA system.
- c) Configuration of FOIA System: Configure:
 - i. Workflow rules to meet the MDHHS internal business process.
 - ii. Email responses to both FOIA requestors and MDHHS's internal users based on the list of responses provided by MDHHS.
 - iii. The process of how FOIA requests are delivered to MDHHS internal users for response based on MDHHS's instructions.
 - iv. Custom fields that MDHHS may need for its internal process.
 - v. One or more public archives to publicly post FOIA responses and documentation based upon the criteria established by MDHHS.
 - vi. Up to ten (10) custom letter templates and forms.
 - vii. Enable MDHHS internal users to track the time and costs involved in responding to a FOIA Request.
 - viii. A frequently asked questions section for use by MDHHS internal users.
- d) Configure the MDHHS FOIA System:
 - i. Configure the system in PROD, then copy to MDHHS's UAT test environment.
 - ii. Contribute to the DTMB Lockpath Risk Assessment ("Lockpath") activities until complete.
 - iii. Assist with eMichigan and ADA review and mitigation activities

- iv. Assist with go-live planning and business preparedness activities.
 - v. Training, testing and final adjustments to the FOIA System.
 - vi. Assist State with initial system administrative setup.
 - vii. Integrate with MILogin using SAML 2.0
- e) User Acceptance Testing (UAT):
- i. Provide a UAT plan to describe the testing and mitigation approach.
 - ii. Provide assistance to MDHHS in testing the FOIA System using the MDHHS requirements.
 - iii. Maintain a prioritized list of defects.
 - iv. Mitigate defects and update FOIA System configurations as needed.
- f) Report Templates:
- i. Contractor shall create up to three (3) report templates per MDHHS Department via a configuration wizard. Contract will provide training for MDHHS such that they are able to design custom reports upon completion and acceptance of the FOIA System. The data from the custom reports can be exported to Excel and PDF software.
- g) Acceptance Criteria:
- i. The system is deployed and configured in the environments with all the modules, configuration and interfaces working as specified in the scope, Business Requirements, and Implementation Plan and as tested in the UAT phase.
 - ii. The internal and external security is configured and working as designed.
 - iii. The vendor portions of the Lockpath assessment have been completed and approved.
 - iv. The system meets all State requirements in this Contract including but not limited to security and Americans with Disabilities Act (ADA).

7. Training

7.1. Contractor shall provide:

- 1) Four (4) live training Administrator sessions delivered electronically by an offsite trainer. Two (2) of the sessions will provide general Administrator training to explain the functions of the FOIA System including security, setup options, workflow rules and reporting capabilities. In addition, the contractor shall provide two (2) additional Administrator training sessions, one for Invoicing and the other for payments. All components and administrative capabilities of the system will be covered by the four Administrator training sessions.
- 2) Four (4) Live User Training sessions for all internal users, including set up options and reporting capabilities, will be delivered electronically by an offsite trainer. Upon completion of this training that MDHHS will be able to design custom reports, templates, and FAQs upon completion and acceptance of the FOIA System.
- 3) Contractor shall record the training sessions and provide MDHHS a recording of the training in digital format.
- 4) An online refresher course held within 60 days of the FOIA System go live date.
- 5) Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.

- 6) Periodic webinars to train and update MDHHS on new features, at no additional charge.

8. Documentation

- 8.1. Contractor shall provide the Help Center within the tool help menu.
- 8.2. Contractor shall provide a resource to complete DTMB Lockpath Security Assessment and Plan of Action and Milestones (POAM). The resource will be available to remediate actions defined in the POAM.. The resource will continue to be available after implementation in order to complete any outstanding security assessment activities. The assessment will include Contractor and State contributions as specified by Michigan Cyber Security.

9. Maintenance and Support

- 9.1. Contractor shall provide maintenance and support in accordance with the Contract Terms.

10. MILogin Integration

- 10.1. The Contractor will provide Single Sign on integration to the State of Michigan MILogin system for internal users. The contractor will implement and test the necessary integrations to the MILogin credentialing system for internal staff.
 - 1) Assumptions
 - a) Application team will be responsible for changes on their respective application, required to integrate with the MILogin SOM worker solution.
 - b) Delays or unavailability of Application team resources, access to various support teams, hardware or software, may affect the project timing and cost.
 - c) The existing MILogin UI currently deployed in Production will be used for the planned integration. If additional data elements are needed, which require schema changes in the core MILogin solution; an impact analysis will be made which will most likely require a change request once the impact and feasibility analysis is complete.
 - d) The State Client Service Center (CSC) will be responsible for providing help desk services for any user account-related operations with respect to MILogin.
 - e) Any extension or delay in schedule will have an impact on cost and effort and will be addressed through a change request.
 - f) Only SOM worker users are considered in scope for the application integration
 - 2) Out of Socpe for MILogin
 - a) Identity proofing
 - b) SOM 3rd party and citizen application integration
 - c) Multi Factor Authentication (MFA)
 - d) User migration
 - e) User provisioning and de-provisioning to the applications
 - f) User interface enhancements

11. Optional Reasonably Related Supplemental Products and Services

- 11.1. Upon request and at MDHHS's sole option, the Contractor will provide additional products and services that are reasonably related to the FOIA Solution. See optional items in section 16 – Cost Breakdown Structure

12. Warranty

- 12.1. Contractor shall provide MDHHS with a 90-day warranty for the services commencing upon the Acceptance of the FOIA system, including all Software, modules and Configurations implemented for MDHHS. Contractor shall fix/resolve all Non-conformances found during the Warranty Period at no charge.

13. PROJECT CONTROL AND REPORTS:

- 13.1. A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:
- 13.2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

14. SPECIFIC DEPARTMENT STANDARDS:

- 14.1. Agency standards (colors, logos, look & feel), if any, in addition to DTMB standards.

15. PAYMENT SCHEDULE:

- 15.1. Payment will be made upon DHHS acceptance of Deliverables. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.
- 15.2. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

16. COST BREAKDOWN STRUCTURE:

- 16.1. The annual rates will have annual increases of no more than 3% of cost and have no correlation to volume starting in year four for this agency.

| Description | QTY | Rate | Cost Type | Cost |
|--|-----|-------------------------------------|-----------|-----------|
| GovQA Implementation Services | | | | |
| One Time Implementation of GovQA including Advanced Document Search, Redaction, Invoicing, Archives, Deflection, ADFS and CEPAS integration. | 1 | \$ 18,400 | One Time | \$ 18,400 |
| GovQA Base Licensing | | | | |
| Unlimited number of users, includes Fortress Security | 1 | \$4,017 per Month | Annual | \$48,200 |
| GovQA Optional Modules/Features | | | | |
| Document Redaction | 20 | First 20 Included in Base License*. | Annual | included |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | included |
| Fortress deployment (CJIS & HIPAA Compliant) | 1 | Included in Base License | Annual | included |
| Invoicing Modules | 1 | Included in Base License | Annual | included |

| | | | | |
|---|---|--------------------------|----------|------------------|
| Online Payment Connector (to CEPAS) | 1 | Included in Base License | Annual | included |
| Optional items below | | | | |
| ADFS (Active Directory Federation Services) | 0 | \$200 per Month | Annual | \$2,400 |
| Additional environments (in addition to PROD) | 1 | \$400 per Month | Annual | \$4,800 |
| Additional 3 TB of Storage (1 TB included with system purchase) | 0 | \$500 per Month | Annual | \$6,000 |
| MILogin Connector Development | 1 | \$10,000 | One Time | \$10,000 |
| MILogin Annual Maintenance | 1 | \$200 per Month | Annual | \$ 2400 |
| Subpoena Module | 0 | \$10,000 | Annual | \$10,000 |
| Subpoena Module Implimentation | 0 | \$3,000 | One Time | \$3,000 |
| First Year Grand Total | | | | \$ 83,800 |

*Additional Document Redaction licenses over 20 may be purchased at the following annual rate:

<50 Total Users: \$300 per year

50 to 100 Users: \$250 per year

>100 Users: \$175 per year

17. EXPENSES:

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

18. Preliminary Schedule/Timeline

| Milestone | Target Completion Date |
|---|------------------------|
| DTMB Procurement Process Complete | 8/27/2018 |
| Project Kick-off Planning Meeting | 8/24/2018 |
| Project Kick-off Meeting | 8/30/2018 |
| Project Plan Finalized | 9/10/2018 |
| Requirements Review Completed | 9/24/2018 |
| DTMB Lockpath Security Assessment and Plan of Action and Milestones | 01/18/2019 |
| Test Site Setup and Initial Branding | 9/26/2018 |
| Configure Test Site | 10/22/2018 |
| Complete Payment Setup with CEPAS | 10/5/2018 |
| System Testing (GovQA) | 10/8/2018 |
| Site Review | 10/11/2018 |
| Build MILOGIN Integration | 10/18/2018 |
| Complete Integration with MILOGIN | 10/26/2018 |

| | |
|-----------------------------------|-------------------|
| UAT (MI DHHS) | 11/2/2018 |
| Final Configuration Review | 11/9/2018 |
| Training | 11/19/2018 |
| Migrate to Production Environment | 11/27/2018 |
| Go Live | 11/28/2018 |

*To be adjusted and updated upon acceptance of agreement.

19. ROLES AND RESPONSIBILITIES

19.1. CONTRACTOR STAFF, ROLES AND RESPONSIBILITIES

- 1) Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Contract. The following roles are considered Key Roles:

| Contractor Role | Key Role? | Responsible Person |
|------------------------|-----------|--------------------|
| Project Manager | Yes | Vanessa Clemons |
| Project Director | Yes | John Deichstetter |
| Service Manager | Yes | Heather Poe |
| Security Officer | Yes | Jim Cassan |
| Account Manager | No | John Klecyngier |
| Contract Administrator | No | Jennifer Snyder |

19.2. Contractor Project Manager:

- 1) The duties of the Project Manager shall include, but not be limited to:
 - a) Act as a primary point of contact during the implementation phase of this contract.
 - b) Supporting the management of the Contract to ensure that all Contractor requirements are completed and delivered;
 - c) Facilitating dispute resolution; and
 - d) Advising DTMB and MDHHS of performance under the terms and conditions of the Contract.
- 2) SOM reserves the right to require a change in the Project Manager, if the assigned person is not, in the opinion of SOM, adequately serving the needs of SOM.

19.3. Contractor Project Director:

- 1) The duties of the Project Director are to oversee and lend expertise to the Project Managers involved with multiple MI state agencies.

19.4. Contractor Service Manager:

- 1) The duties of the Service Manager are defined in Section 3.1 (Contractor Personnel for the Hoseted Services) in Sechedule B, Service Level Agreement, that is attached to the Contract (see Contract for details).

19.5. Contractor Security Officer:

- 1) The duties of the Contractor Security Officer are outlined in Section 2, Schedule D, Data Security Requirements that is attached to the Contract (see Contract for details).

19.6. Contractor Customer Success Manager:

- 1) For ongoing post go-live support.
 - a) Contractor shall provide a Customer Success Manager (CSM) who will contact and work with MDHHS on an ongoing basis once the FOIA System is operational.
 - b) The CSM will be available to MDHHS as needed for up to 90 days after go-live and quarterly thereafter, to answer questions and provide assistance.

20. STATE STAFF, ROLES AND RESPONSIBILITIES

| State of Michigan Role | Department | Responsible Person |
|---|------------|---------------------|
| Project Manager (PM) | DTMB | Kellie Kochenderfer |
| Business Owner | MDHHS | Ruth O'Connor |
| Agency Services Technical Delivery Owner | DTMB | Judy Odett |
| Contract Administrator | DTMB | Chris Martin |

20.1. State Project Manager

- 1) The State will provide a Project Manager responsible to:
 - a) Provide State facilities, as needed;
 - b) Coordinate State resources necessary for the project;
 - c) Facilitate coordination of all State resources and contractors.;
 - d) Facilitate communication between different State departments/divisions;
 - e) Provide acceptance and sign-off of deliverables/milestone;
 - f) Review and sign-off of timesheets and invoices;
 - g) Resolve project issues;
 - h) Escalate outstanding/high priority issues;
 - i) Utilize change control procedures;
 - j) Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements;
 - k) Document and archive all important project decisions; and
 - l) Arrange, schedule and facilitate State staff attendance at all project meetings.

20.2. State Business Owner Responsibilities:

- 1) The State Business Owner will be responsible for providing the personnel to provide the following:
 - a) MDHHS subject matter experts (SME's) need to be available for a meeting to discuss Public Portal integration.
 - b) Branding standards and graphics that should appear in the page layout and design of the Public Portal. Review the design developed by Contractor.
 - c) Review and when acceptable to MDHHS, approve the portal design.
 - d) Technical assistance to integrate the Public Portal with the MDHHS's website(s) as requested.
 - e) SME's to attend meetings with Contractor to explain the FOIA System and the information needed from each agency.
 - f) Business Requirements, letter templates, frequently asked questions, standard responses, payment invoices for FOIA costs and all other documents or details for inclusion in the Public Portal.
 - g) Standard email responses to MDHHS internal users with time reminders or other activities.
 - h) Explanation of the workflow rules and business responses used by each MDHHS agency that will be using the FOIA system.
 - i) Drafts, reviews and approvals of final templates and final standard email responses.
 - j) List of internal users' and email addresses.
 - k) Conduct acceptance testing and provide lists of defects or non-conformances to Contractor for resolution.

20.3. DTMB Agency Services Technical Delivery Owner:

- 1) The DTMB Technical Delivery Owner responsibilities include, but are not limited to:

- a) Technical guidance and oversight for the MDHHS IT portfolio.
- b) Ensures that the technical solution meets the SOM Infrastructure, Architecture and Technical Security standards.
- c) Serves as an escalation point for issue resolution.
- d) Provide access, documentation and credentials for MI Login, if needed
- e) Provide access, documentation and credentials for CEPAS, if needed

20.4. Contract Administrator:

- 1) The DTMB Contract Administrator supports the management of the Contract.

21. PROJECT CONTACTS:

21.1. The designated Agency Project Manger is:

Name – Ruth O'Connor
 Department Michigan Department of Health and Human Services
 Area Legal Compliance
 Building/Floor Grand Tower
 Phone Number 517-284-4842
 Email Address OConnorR1@michigan.gov

21.2. The designated Contractor Project Manager is:

Name – Vanessa Clemons
 Address 900 S. Frontage Rd. Suite 110
 City/State/Zip Woodridge, IL 60517
 Phone Number 630-633-7331
 Email Address vclemons@govqa.com

21.3. The designated DTMB Project Manager is:

Name – Kellie Kochenderfer
 Department DTMB
 Area – BIC Enterprise Project Management Office
 Building/Floor Phoenix Bldg
 City/State/Zip Lansing MI
 Phone Number 517-284-7156
 Email Address KochenderferK@michigan.gov

22. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

Appendix 1

| Requirements for FOIA Application | | |
|--|--|-----------------|
| # | Requirements | Functional Area |
| 1 | Online platform for submission of Freedom of Information Act requests | FOIA Process |
| 2 | Ability to distinguish/separate between FOIA requests, Appeals, Media requests and High profile requests | FOIA Process |

| | | |
|----|--|----------------|
| 3 | Manual entry for FOIA requests received via email or fax | FOIA Process |
| 4 | Everything should be time and date stamped | FOIA Process |
| 5 | Need to have an automatically generated numbering system for FOIA requests | FOIA Process |
| 6 | Ability to send the logged in requests to the specific Bureau/Agency | FOIA Process |
| 7 | Ability for the agencies to send documents and exemption information back to the MDHHS FOIA Office | FOIA Process |
| 8 | Ability to limit the communications from Bureaus/agencies to requestors | FOIA Process |
| 9 | Ability to redact documents | FOIA Process |
| 10 | Ability to create and calculate invoices | FOIA Process |
| 11 | Have templates for responses (can be modified) | FOIA Process |
| 12 | Ability to send a response back to the requestor | FOIA Process |
| 13 | Ability to track, with status changes, the requests (Where is it in the FOIA Process?) | FOIA Process |
| 14 | Ability to flag or prioritize FOIA requests depending on their due dates | FOIA Process |
| 15 | Optional online payment for customers or compatibility with CPAS | FOIA Process |
| 16 | Automatic notification to MDHHS FOIA Office and Bureau when a customer uses the online payment system | FOIA Process |
| 17 | Ability to track routine matters | FOIA Process |
| 18 | Ability to track Appeals (similar to FOIA process) | FOIA Process |
| 19 | Ability to create reports (workload, due dates, FOIA request per Bureau) | FOIA Process |
| 20 | No file size limitation | Administrative |
| 21 | Ability to print responses for fax or US Mail | Administrative |
| 22 | One (1) single-tenant database and application instance for MDHHS | Administrative |
| 23 | MDHHS FOIA Office has administrative rights to do day-to-day IT support | Administrative |
| 24 | Data Storage | Administrative |
| 25 | Retention & Disposal Schedule and disposal mechanism | Administrative |
| 26 | Data-Security/Firewall to protect from unauthorized access | Administrative |
| 27 | Ability to add new users | Administrative |
| 28 | Have IT support during Business hours | Administrative |
| 29 | FAQ's on Public Facing Page | Administrative |
| 30 | Not automatically certifying documents | FOIA Process |
| 31 | Autofill responses from templates | Administrative |
| 32 | Specify how long records are available | FOIA Process |
| 33 | Storage ability and amount, cost | Administrative |
| 34 | Clarification emails and other communications, as well as agency responses and documents- track inside and outside | FOIA Process |

| | | |
|----|---|----------------|
| 35 | Not require log in credentials | FOIA Process |
| 36 | Agencies determine category and there should be separate categories | Administrative |
| 37 | PII protections | Administrative |
| 38 | Manages mandatory dates and notifications | Administrative |
| 39 | Configure email imports as necessary | FOIA Process |

Standard Features of the FOIA System

- **Tracking Features:** The software shall provide the ability to track:
 - Information about a FOIA request, the person who submitted the request (the “Requestor”), and the tasks associated with a response.
 - Current status of request including key dates for a response.
 - History or work done and by whom.
 - The number of requests submitted by each individual.
 - Payments, payment history and whether payments have been made.
 - FOIA appeals, following a process similar to that established for a FOIA request.
- **For Requests:** The software shall:
 - Provide the ability to list a description of the request up to 500 characters as well as a drop-down box with choices for the types of records requested. Automatically assign due dates based on configurable rules such as holidays.
 - Allow the Requestor to attach documents including but not limited to MS Word, MS Excel, PDF, Zip Files, Folders, .txt, .png, .ppt via the tool.
 - Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
 - Have the ability for MDHHS to administratively configure the workflow and internal procedures to assign requests to MDHHS employees and provide for reporting and escalation procedures.
 - Permit reassigning requests and sharing information with additional internal users.
 - Send reminders to internal users concerning due dates, response dates and other information.
 - Have the ability for a MDHHS internal user to label a FOIA request for appropriate routing and/or other record keeping purposes.
 - Manual entry of FOIA requests received via email or fax.
- **Cost of FOIA Request Function:** The FOIA System shall provide:
 - Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
 - A method to calculate an estimate and the actual cost to respond to a request.
 - A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- **For Responses:** The software shall:
 - Store templates for responding to requests.
 - Permit modification by MDHHS of existing templates as laws and needs change.
- **The User Public Portal shall contain the following features:**
 - Allow unlimited users and allow users to establish an account with contact information and provide a history of past requests. Also allow users to submit requests without an account.
 - Secure, verified public user credentialing approach, such as multi-factor authentication.

- Provide an acceptable method to prevent bots and automated requests.
- A searchable FAQ (frequently asked questions) library.
- A searchable library of previous requests and responses.
- **Query and Reporting Features shall provide:**
 - The ability to export data in a mutually agreed format.
 - User configured reports, tabular and chart formats.
 - Ability to search report fields, save, share and assign reports for later use.
- **Additional Features of the FOIA System:**
 - Uses responsive technology to support web-based desktop, laptops and mobile devices.
 - Permits administrative users to customize screen views and dashboards.
 - Integrates with MILogin to allow for a single sign on for internal users.
 - Can concurrently view requests.
 - Can search fields in the database such as history, reference number, and request type.
 - Can audit the updates and modifications to a request and the public records.
 - Can limit the access of certain requests to only authorized MDHHS employees by request type.
 - Supports the manual import/export of data to and from other data sources including but not limited to MS Word, MS Excel, PDF, Zip Files, Folders, .txt, .png, .ppt via the tool.
 - Permits user base preferences to subdivide user MDHHS agencies to be unable to view the request and activities of other MDHHS agencies but may permit access to all requests and activities on an administrative level.
 - Retention and Disposal schedule compatibility. System will notify MDHHS of FOIA requests that are greater than one-year old and MDHHS will authorize disposal.
- **Redaction:**
 - Allows for the redaction of information from documents within the FOIA System.
 - Provides ability to search a document text for word, phrases or list of terms or patterns such as Social Security numbers to redact.
 - Provides a drop down to select a reason for the redaction.
 - Removes all references, including metadata, in the in the redacted document, such that it is not retrievable.
- **Online Payments:**
 - Allows for the submission of online payments by Requestors.
 - Integrates with the State of Michigan Centralized Electronic Payment Authorization System (CEPAS) payment system via the secure URL redirect option as specified in the Paypoint 3.9 Consumer Payments Integration Guide.
 - Allows staff to determine total estimated cost in advance, and to calculate and, if required, request a down payment by redirection to CEPAS.
 - Provides notification to staff when payment received.
 - Allows staff to determine a final invoice amount based upon actual research effort.
 - Creates final invoice and requests payment by redirection to CEPAS.
 - Allows for staff to manually track refunds and credits that are processed manually in CEPAS.
 - Allows for staff to manually receive payments and apply to invoices.
- **MILogin**
 - The system shall be capable of integrating with SOM MILogin single sign-on and identity management solution. Additional details will be provided.



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

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 180000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|------------------------|-------|
| STATE | Program Manager | Multi | MULTI |
| | | Multi | |
| | | Multi | |
| | Contract Administrator | Christopher Martin | DTMB |
| | | (517) 643-2833 | |
| | | martinc20@michigan.gov | |

CONTRACT SUMMARY

| | | | |
|---|--------------------------------|----------------------------------|---|
| PUBLIC RECORDS REQUEST SYSTEM (FOIA) | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | April 25, 2021 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

| | | | | |
|--------------------------|-------------------------------|---|----------------------------|--------------------------|
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | April 25, 2021 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$89,450.00 | \$333,585.00 | \$423,035.00 | | |

DESCRIPTION

Effective 8/23/18, this Contract is increased by \$355,585.00 for DEQ use per SOW attached.

Please note the Contract Administrator has been changed to Christopher Martin.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---------------|-------------|--------------|---------------------|
| LARA | Tim Gajda | 517-636-6306 | gajdat@michigan.gov |
| DEQ | Karen Edlin | 517-284-6856 | edlink@michigan.gov |



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

| | |
|---|---|
| Project Title: DEQ – GovQA implementation | Period of Coverage: 7/30/18 – 7/29/23 |
| Requesting Department: DEQ | Date: 7/12/18 |
| Agency Project Manager: Karen Edlin | Phone: 517-284-6856 |
| DTMB Project Manager: Laura Birchmeier | Phone: 517-241-7723 |

Brief Description of Services to be provided:

BACKGROUND:

The FOIA unit within the DEQ is looking to automate its manual process for managing requests for public records. The department has decided to utilize the Public Records SaaS product offering from GovQA. This cloud-based platform will provide a public-facing portal and the back-office workflow and functionality necessary to effectively manage the volume of records requests received by the DEQ. The State of Michigan (SOM) is leveraging an existing Oakland County, Michigan contract with GovQA and creating a SOM specific instance of it, compliant with SOM SaaS contract requirements.

PROJECT OBJECTIVE:

The Department of Environmental Quality (DEQ) has undertaken an effort to modernize its public records request system to improve efficiency both for internal staff and external customers. The DEQ currently manages public requests manually using Microsoft Office email, documents and spreadsheets. The increased demand for information from the public has made it necessary for the DEQ to automate this system.

SCOPE OF WORK:

Attached

TASKS:

Technical support is required to assist with the following tasks:

- Configure the DEQ FOIA System
- Training
- Documentation
- Maintenance and Support

DELIVERABLES:

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

- Documentation validating requirements
- Conceptual Business Work Flow Diagram draft screen flow
- Final Project Plan
- Final Report Formats
- Project Update Reports every two weeks
- Software licensing and implementation services that are listed on the pricing table below.
- Implementation Plan that details all Configurations with associated timelines.
- Design and branding of public portal Implementation Plan.

- Configuration of workflow rules, business and email responses, internal and external FAQs, and all other configurable items as specified by the Implementation Plan.
- The design and implementation of up to ten (10) custom letter templates and forms.
- The design and implementation of three (3) report templates per DEQ division/district via a configuration wizard
- Configuration of internal users with the appropriate security as detailed in the Implementation Plan.
- Completion of vendor portions of MiSAP Risk Assessment

APCCEPTANCE CRITERIA:

- Kick-off Planning Meeting successfully completed
- Kick-off Meeting presentation materials created
 - PowerPoint slide deck
 - Preliminary Implementation Plan and proposed schedule
 - Contractor and State resources and responsibilities
- Kick-off Meeting successfully completed
- Updated Implementation Plan delivered and approved
 - Updated schedule with details
 - Communication Plan
 - Resource Plan
 - Issue Management Plan and issue log
 - Risk Management Plan and identified risks
 - UAT iteration and approval timing
 - The licenses and modules are installed in the test and production environments.
 - The Configurations, as detailed in the final Implementation Plan and requirements documentation, passes DEQ UAT testing.
 - The vendor portions of the MiSAP assessment have been completed and approved.
 - The integration with the State payment system has been completed and passes SOM UAT testing

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards. N/A

PAYMENT SCHEDULE:

Payment will be made on a Satisfactory acceptance of each Milestone (major part of the contract) basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the

progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. All invoices must include the purchase order number

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Karen Edlin
Department of Environmental Quality
FOIA
Constitution Hall
525 W. Allegan Street
Lansing, MI 48915
517-284-6856
EDLINK@michigan.gov

The designated DTMB Project Manager is:

Laura Birchmeier
Department of Technology, Management & Budget
EPMO
Constitution Hall
525 W. Allegan Street
Lansing, MI 48915
517-241-7723
BirchmeierL@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at Constitution Hall in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

Scope of Work

DEQ GovQA Implementation

The Contractor, GovQA, shall provide the DEQ with a web-based system to centralize and track Freedom of Information Act (“FOIA”) requests and responses. GovQA shall customize the FOIA system to fit the workflows and needs of the DEQ and its divisions/offices. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. GovQA shall provide the DEQ with a portal for the public to submit FOIA requests, upload documents, track the status of their request, receive responses, make payment, and view an archive of other FOIA requests. The department will determine what will be made available to be viewed by the public. The FOIA System shall enable the DEQ to assign a FOIA request and FOIA appeal to a person or division/district for a response, share information among internal users, upload documents, receive alerts, provide cost estimates, receive payments, and send a response with documentation back to the person who entered a FOIA request or FOIA appeal.

The FOIA system will meet the specifications detailed in the attached Exhibit 1 to this Statement of Work and will have the features listed below:

Standard Features of the FOIA System

- **Tracking Features:** The software shall provide the ability to track:
 - Information about a FOIA request, the person who submitted the request (the “Requestor”), and the tasks associated with a response.
 - Current status of request including key dates for a response.
 - History or work done and by whom.
 - The number of requests submitted by each individual.
 - Payments, payment history and whether payments have been made.
 - FOIA appeals, following a process similar to that established for a FOIA request.

- **For Requests:** The software shall:
 - Provide the ability to list a description of the request up to 500 characters as well as a drop-down box with choices for the types of records requested. Automatically assign due dates based on configurable rules such as holidays.
 - Allow the Requestor to attach documents.
 - Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
 - Have the ability for the DEQ to administratively configure the workflow and internal procedures to assign requests to DEQ employees and provide for reporting and escalation procedures.
 - Permit reassigning requests and sharing information with additional internal users.
 - Send reminders to internal users concerning due dates, response dates and other information.
 - Have the ability for a DEQ internal user to label a FOIA request for appropriate routing and/or other recordkeeping purposes.

- **Cost of FOIA Request Function:** The FOIA System shall provide:

- Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
- A method to calculate an estimate and the actual cost to respond to a request.
- A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- **For Responses:** The software shall:
 - Store templates for responding to requests.
 - Permit modification by the DEQ of existing templates as laws and needs change.
- **The User Public Portal shall contain the following features:**
 - Allow unlimited users and allow users to establish an account with contact information and provide a history of past requests. Also allow users to submit requests without an account.
 - Secure, verified public user credentialing approach, such as multi-factor authentication.
 - Provide an acceptable method to prevent bots and automated requests.
 - A searchable FAQ (frequently asked questions) library.
 - A searchable library of previous requests and responses.
- **Query and Reporting Features shall provide:**
 - The ability to export data in a mutually agreed format.
 - User configured reports, tabular and chart formats.
 - Ability to search report fields, save, share and assign reports for later use.
- **Additional Features of the FOIA System:**
 - Uses responsive technology to support web-based desktop, laptops and mobile devices.
 - Permits administrative users to customize screen views and dashboards.
 - Integrates with State of Michigan's Active Directory structure to allow for a single sign on for internal users.
 - Can concurrently view requests.
 - Can search fields in the database such as history, reference number, and request type.
 - Can audit the updates and modifications to a request and the public records.
 - Can limit the access of certain requests to only authorized DEQ employees by request type.
 - Supports the manual import/export of data to and from other data sources via the tool.
 - Permits user-based preferences to subdivide user DEQ divisions/offices to be unable to view the request and activities of other DEQ divisions/offices but may permit access to all requests and activities on an administrative level.
 - Retention and Disposal schedule compatibility. System will notify the DEQ of FOIA requests that are greater than one year old and the DEQ will authorize disposal.
- **Redaction:**
 - Allows for the redaction of information from documents within the FOIA System.
 - Provides ability to search a document text for word, phrases or list of terms or patterns such as Social Security numbers to redact.

- Provides a drop down to select a reason for the redaction.
- Removes all references, including metadata, in the in the redacted document, such that it is not retrievable.
- **Online Payments:**
 - Allows for the submission of online payments by Requestors.
 - Integrates with the State of Michigan CEPAS payment system via the secure URL redirect option as specified in the Paypoint 3.9 Consumer Payments Integration Guide.
 - Allows staff to determine total estimated cost in advance, and to calculate and, if required, request a down payment by redirection to CEPAS.
 - Provides notification to staff when payment received.
 - Allows staff to determine a final invoice amount based upon actual research effort.
 - Creates final invoice and requests payment by redirection to CEPAS.
 - Allows for staff to manually track refunds and credits that are processed manually in CEPAS.
 - Allows for staff to manually receive payments and apply to invoices.
- **MI Login**
 - The system shall be capable of integrating with SOM MI Login single sign-on and identity management solution for both the internal system. This is an optional item with additional cost.

Pricing

Annual rates, following the initial contract period, will have annual increases of no more than 3% for the prior 12 month period of cost and have no correlation to volume.

| Description | Qty | Rate | Cost Type | Cost | | | | |
|--|-----|--------------------------|-----------|--------------------|-----------------|-----------------|-----------------|-----------------|
| GovQA Implementation Services | | | | | | | | |
| One Time Implementation of GovQA including Advanced Document Search, Redaction, Invoicing, ADFS and CEPAS integration. | 1 | \$ 21,800 | One Time | \$ 21,800 | | | | |
| GovQA Base Licensing | | | | Year | | | | |
| | | | | 1 | 2 | 3 | 4 | 5 |
| Unlimited number of users | 1 | \$ 73,000 ¹ | Annual | \$73,000 | \$49,900 | \$49,900 | \$52,645 | \$55,540 |
| Fortress Security | 1 | \$ 5,000 | Annual | \$ 5,000 | Included | Included | Included | Included |
| GovQA Optional Modules/Features | | | | | | | | |
| Document Redaction | 10 | \$ 300/user | Annual | \$ 3,000 | Included | Included | Included | Included |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | Included | Included | Included | Included | Included |
| Fortress deployment (CJIS & HIPAA Compliant) | 1 | Included in Base License | Annual | \$0 | | | | |
| Invoicing Modules | 1 | Included in Base License | Annual | \$ 3,000 | Included | Included | Included | Included |
| Online Payment Connector (to CEPAS) | 1 | Included in Base License | Annual | \$ 3,000 | Included | Included | Included | Included |
| ADFS (Active Directory Federation Services) | 1 | \$200 per month | Annual | \$ 2,400 | \$2,400 | \$2,400 | \$2,400 | \$2,400 |
| Additional environments (in addition to PROD) | 1 | \$400 per month | Annual | \$ 4,800 | None | None | None | None |
| Additional 3 TB of Storage (1 TB included with system purchase) | 0 | \$500 per month | Annual | \$0 | | | | |
| MiLogin Connector Development | 0 | \$10,000 | One Time | \$0 | | | | |
| MiLogin Annual Maintenance | 0 | \$200 per month | Annual | \$0 | | | | |
| | | | | Year | | | | |
| | | | | 1 | 2 | 3 | 4 | 5 |
| | | | | \$116,000 | \$52,300 | \$52,300 | \$55,045 | \$57,940 |
| Grand Total: | | | | \$ 333,585* | | | | |

*Grand Total reflects a term of five (5) years. To achieve this pricing discount, payment of the total contract value is due prior to or at the time of receipt of the product

*Additional Document Redaction licenses over 20 may be purchased at the following annual rate:

| | |
|------------------|----------------|
| <50 Total Users: | \$300 per year |
| 50 to 100 Users: | \$250 per year |
| >100 Users: | \$175 per year |



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 17118000000650

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|-------------------------------|--------------------------|-------|
| STATE | Program Manager | MULTI | MULTI |
| | | MULTI | |
| | | MULTI | |
| | Contract Administrator | Garrick Paraskevin | DTMB |
| | | 517-256-7516 | |
| | | paraskeving@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|------------------------------------|---|-------------------|
| FOIA/PUBLIC RECORDS REQUEST SYSTEM ENTERPRISE WIDE | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE | |
| April 26, 2018 | April 25, 2021 | 7 - 1 Year | April 25, 2021 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| | | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | April 25, 2021 |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$87,200.00 | \$2,250.00 | \$89,450.00 | | |
| DESCRIPTION | | | | |
| Effective 8/3/2018, this Contract is increased by \$2,250.00 per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval. | | | | |



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

| | |
|---|--|
| Project Title: LARA FOIA | Period of Coverage: 04/26/2018 through 04/25/2021 |
| Requesting Department: Licensing and Regulatory Affairs | Date: 07/25/2018 |
| Agency Project Manager: Tim Gajda | Phone: 517-335-6488 |
| DTMB Project Manager: Stuart Willard | Phone: 517-284-5300 |

BACKGROUND: The FOIA department within LARA would like to purchase 10 GovQA Document Redaction Licenses in addition to the 20 licenses that are included as part of the base license

PROJECT OBJECTIVE: To add money to contract for 10 additional Document Redaction licenses to renewed annually with the GovQA base license.

SCOPE OF WORK:

The vendor will make the licenses available to LARA prior to go-live.

DELIVERABLES:

Software licenses for Document Redaction.

ACCEPTANCE CRITERIA:

As agreed upon in Master Contract 180000000650.

PROJECT CONTROL AND REPORTS:

As agreed upon in Master Contract 180000000650.

SPECIFIC DEPARTMENT STANDARDS:

As agreed upon in Master Contract 180000000650

PAYMENT SCHEDULE:

| Description | Amount | Date Due |
|--|----------------|--|
| 10 Document Redaction Licenses (7/26/18 to 4/25/19). These licenses are \$300 annually; however we are prorating the cost to align with the base licenses. The prorated cost is for 9 months. | \$2,250 | After go-live as specified by contract 180000000650. |
| Total | \$2,250 | |

EXPENSES: N/A

PROJECT CONTACTS:

The designated Agency Project Manager is:
Tim Gajda
gajdat@michigan.gov
517-335-6488

The designated DTMB Project Manager is:

Stuart Willard
willards@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED: N/A

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:N/A



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. Allegan St., Lansing, Michigan 48913
P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **180000000650**

between

THE STATE OF MICHIGAN

and

| | |
|-------------------|----------------------------|
| CONTRACTOR | WEBQA, INC |
| | 900 S Frontage Rd, Ste 110 |
| | Woodridge, IL 60517 |
| | Jennifer Snyder |
| | 630-633-7330 |
| | jsnyder@webqa.net |
| | CV0017730 |

| | | | |
|--------------|------------------------|---------------------|------|
| STATE | Program Manager | Tim Gajda | LARA |
| | | 517-636-6306 | |
| | | gajdat@michigan.gov | |
| STATE | Contract Administrator | Marcy Sims | DTMB |
| | | 517-275-1132 | |
| | | simsm4@michigan.gov | |

CONTRACT SUMMARY

| | | | |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 4/26/2018 | 4/25/2021 | 7 – 1 year | 4/25/2021 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| Net 45 | | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |
| MISCELLANEOUS INFORMATION | | | |
| This is a contract for a FOIA/Public Records Request System for LARA established under Section 5.7.5 of the Michigan Procurement Policy Manual (MPPM) leveraging cooperative purchasing agreement established by Oakland County. | | | |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION | | | \$87,200.00 |

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN

PPB CUSTOM CONTRACT TERMS For GovQA

After a competitive bidding and selection process, Oakland County awarded a contract to Contractor, contract number 004527, effective 07/30/2015, to provide certain web-based FOIA management services. Oakland County identified Contractor on its G2G Marketplace website to enable PPBs to make purchases from Contractor based on that contract.

This PPB Custom Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and WEBQA, Inc. (“**Contractor**”), an Illinois Corporation. This Contract is effective on April 26, 2018 (“**Effective Date**”), and unless earlier terminated, will expire on April 25, 2021 (the “**Term**”).

This Contract may be renewed for up to seven (7) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

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

“**Acceptance**” has the meaning set forth in **Section 11.5**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 11** and the Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

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

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 24.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

“Approved Open-Source Components” means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to the Statement of Work, and approved by the State.

“Authorized Users” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the Statement of Work.

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

“Business Owner” is the individual appointed by the agency buyer to (a) act as the agency’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance for the Software. The Business Owner will be identified in the Statement of Work.

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

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

“Change Notice” has the meaning set forth in **Section 2.1(b)**.

“Change Proposal” has the meaning set forth in **Section 2.1(a)**.

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

“Confidential Information” has the meaning set forth in **Section 18.1**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring, and also includes any configuration of workflow rules, letter templates, business and email responses, and all other configurable items as specified in the Implementation Plan.

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

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

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

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

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

“Dispute Resolution Procedure” has the meaning set forth in **Section 29.1**.

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

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

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

“Fees” has the meaning set forth in **Section 14.1**.

“Financial Audit Period” has the meaning set forth in **Section 27.1**.

“Force Majeure” has the meaning set forth in **Section 30.1**.

“G2G MarketPlace Website” means an Internet site used by Oakland County to provide information to PPBs about businesses providing services to Oakland County and agreements used by Oakland County and available to PPBs to procure services.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“HIPAA” has the meaning set forth in **Section 17.1**.

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

“Integration Testing” has the meaning set forth in **Section 11.1(c)**.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in

each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in the Statement of Work.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“License Agreement” has the meaning set forth in **Section 3**.

“Loss or Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

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

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

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

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

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

“Oakland County” means the County of Oakland, in the State of Michigan, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open

Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“**Open-Source License**” has the meaning set forth in **Section 4**.

“**Operating Environment**” means, collectively, the hosting platform and infrastructure on which the Software is intended to be installed and operate.

“**Permitted Subcontractor**” has the meaning set forth in **Section 9.3**.

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

“**PPB**” which stands for Participating Public Body, means an entity created by state or federal law which is primarily funded by or through a governmental authority and which registers to access Oakland County’s G2G MarketPlace Website. The State of Michigan is a PPB.

“**Pricing**” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“**Pricing Schedule**” means the schedule attached as **Schedule C**, setting forth the license fees, implementation fees, support services fees, and any other Fees, rates and prices payable under this Contract.

“**Project Manager**” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance for the Software. Each party’s Project Manager will be identified in the Statement of Work.

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

“**Services**” means any of the services Contractor is required to or otherwise does provide under this Contract, including but not limited to the Statement of Work or the Service Level Agreement.

“**Service Level Agreement**” means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Software.

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

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

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

“Specifications” means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, or Documentation for such Software, or elsewhere in a Statement of Work.

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 17.1**.

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

“State Resources” has the meaning set forth in **Section 10.1**.

“Statement of Work” means the statement of work agreed to by the parties and attached as **Schedule A** to this Contract.

“Stop Work Order” has the meaning set forth in **Section 22**.

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

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

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

“Testing Period” has the meaning set forth in **Section 11.1(b)**.

“Third Party” means any Person other than the State or Contractor.

“Transition Period” has the meaning set forth in **Section 21.3**

“Transition Responsibilities” has the meaning set forth in **Section 21.3**.

“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.

“Warranty Period” means, unless otherwise specified in the Statement of Work, the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

“Work Product” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Statement of Work. Contractor shall provide the Services and Deliverables pursuant to the Statement of Work entered into under this Contract. The terms and conditions of this Contract will apply at all times to the Statement of Work. The State shall have the right to terminate the Statement of Work, in whole or in part, as set forth in **Section 21**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under the Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statement of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.1 Change Control Process. The State may at any time request in writing (each, a **“Change Request”**) changes to the Contract, or the Statement of Work, including changes to the Services and Implementation Plan (each, a **“Change”**). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.1**.

(a) As soon as reasonably practicable, and in any case within ten (10) Business Days (or such other period as may be agreed upon by the Parties in writing) following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (**“Change Proposal”**), setting forth:

- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;

(iii) any additional State Resources Contractor deems necessary to carry out such Changes; and

(iv) any increase or decrease in Fees resulting from the proposed Changes.

(b) Within twenty (20) Business Days (or such other period as may be agreed upon by the Parties in writing) following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Contract or the Statement of Work; and

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

(i) require Contractor to perform the Services under the Statement of Work without the Change;

(ii) require Contractor to continue to negotiate a Change Notice;

(iii) initiate a Dispute Resolution Procedure; or

(iv) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 21**.

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

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

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

3. Software License. Contractor grants the State and its Authorized Users a non-exclusive, non-transferable, limited license to access and use the Software and Services on the website(s) identified in the Statement of Work under this Contract, as well as any APIs created for the State, during the Term and such additional periods, if any.

4. Open-Source Licenses. Any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license (“**Open-Source License**”). If Open-Source Components are used, Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

5. Software Implementation.

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

5.2 Site Preparation. Unless otherwise set forth in the Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. .

6. Hosting. Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule B** to this Contract.

7. Support Services

7.1 Contractor shall provide the State with the Support Services described in the Service Level Agreement attached as **Schedule B** to this Contract.

8. Data Privacy and Information Security.

8.1 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 Contractor Representatives 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; the State IT policies are currently available at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

8.2 To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use of Information Technology Standard, see http://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf . All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use of Information Technology Standard 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.

8.3 Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program during the term of this Contract. During the providing of Services, upon request by the State and no more than once per calendar year, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

8.4 Audit Findings. 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 State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the Statement of Work without limitation and without liability if Contractor, as determined by the State, fails or has failed to meet its obligations under this **Section 8** and those failures remain uncured for a period of sixty (60) days after Contractor has received written notice of such failures. If the breach is not capable of being cured, or if it is a repeated breach, the State may terminate the Contract without a cure period.

8.6 Security Requirements for Externally Hosted Software. Contractor shall comply with the security requirements set forth in **Schedule D** to this Contract.

9. Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement of Work.

9.1 Contractor Personnel.

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

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

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. The State is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel at its own cost.

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

9.2 Contractor's Key Personnel. Contractor will:

(a) appoint: (i) a Contractor employee acceptable to the State to serve as Contractor's Project Manager for the Statement of Work, who will have the authority to act on behalf of Contractor in matters pertaining to Implementation of the Software and who will be considered Key Personnel of Contractor; and (ii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel in the Statement of Work;

(c) maintain the same Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 9.2(d)9.2(c)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

9.3 Subcontractors. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

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

(b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

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

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

10. State Obligations.

10.1 State Resources and Access. The State is responsible for providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**").

10.2 State Project Manager. The State will maintain a State employee to serve as the State's Project Manager under the Statement of Work. The State's Project Manager will be identified in the Statement of Work. The State's Project Manager will be available as set forth in the Statement of Work.

11. Acceptance Testing.

11.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of the Software, Acceptance Tests will be conducted as set forth in this **Section 11** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place in the environment described in the Statement of Work, commence on the Business Day following configuration of the Software and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work or the Implementation Plan (the "**Testing Period**"). Acceptance Tests will be conducted by the State, provided that:

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

(c) Upon delivery and installation of any API or Configuration to the Software under the Statement of Work, additional Acceptance Tests may be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 11.1**, **Section 11.2**Error! Reference source not found., **Section 11.3**, and **Section 11.4**.

(d) During the Testing Period, following the completion of any Acceptance Tests, including Integration Testing, the State will notify Contractor if it has identified any Non-Conformity in the tested Software or part or feature of the Software by providing to Contractor a written list of Non-Conformities to be corrected. Upon receipt of the State’s list, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within the Testing Period (or such other period as may be agreed upon by the Parties in writing), such necessary corrections, repairs and modifications to the Software to bring it into full compliance with the Specifications.

(e) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software, API, or Configuration, or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days (or such other period as may be agreed upon by the Parties in writing), correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

11.2 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days (or such other period as may be agreed upon by the Parties in writing) following the completion of any Testing Period, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to Contractor written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a) If such notice identifies any Non-Conformities, the parties’ rights, remedies, and obligations will be as set forth in **Section 11.3** and **Section 11.4**.

(b) If such notice is provided by the State, is signed by the State’s Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State’s Acceptance of such Software.

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

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 11.3** and **Section 11.4**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

11.3 Failure of Acceptance Tests. If any Non-Conformities exist at the completion of a Testing Period, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days (or such other period as may be agreed upon by the Parties in writing) following, as applicable, Contractor's:

- (a) receipt of the State's notice under **Section 11.2**, identifying any Non-Conformities; or
- (b) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor.

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

- (a) continue the process set forth in this **Section 11**;
- (b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- (c) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract or the Statement of Work for cause in accordance with **Section 21.1**.

11.5 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under this **Section 11**.

12. Training. Contractor shall provide training on all uses of the Software in accordance with the Statement of Work. Upon the State's request, Contractor shall timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such

training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

13. Maintenance Releases; New Versions

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

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

14. Fees

14.1 Fees. Subject to the terms and conditions of this Contract, the Statement of Work, and the Service Level Agreement, the State shall pay the fees set forth in the Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 14.2 ("Fees")**.

14.2 Fees during Option Years. Contractor's Fees are fixed during the initial Term. Contractor may increase Fees for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. An increase of Fees for any renewal period may not exceed three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees is effective unless made in compliance with the provisions of this **Section 14.2**.

14.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

14.4 Price Warranty. Contractor warrants that it will provide Oakland County and all PPBs, including the State, the lowest and best price available for the same level of services and products. Should Contractor enter into a Contract with lower pricing terms than this Contract, Contractor shall immediately enter into an Amendment to this Contract to provide those lower pricing terms to Oakland County and PPBs, including the State.

15. Invoices and Payment.

15.1 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a) clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b) list each Fee item separately;

(c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;

(d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

(e) include such other information as may be required by the State as set forth in the Statement of Work; and

(f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

15.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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.

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

15.4 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

(a) timely renders all payments and amounts that are not in dispute;

(b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:

(i) the amount in dispute; and

(ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

(c) works with Contractor in good faith to resolve the dispute promptly; and

(d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 15.4** or any dispute arising therefrom.

15.5 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

16. Intellectual Property Rights

16.1 Ownership Rights in Software and API.

(a) Subject to the rights and licenses granted by Contractor in this Contract and the License Agreement, and the provisions of **Section 16.1(b)**:

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

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

16.2 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

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

(a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

- (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and

- (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Work Product.

17. State Data.

17.1 Ownership. The State’s data (“**State Data**”), which will be treated by Contractor as Confidential Information, includes: (a) User Data; and (b) any other data collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and (ii) personal health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 17.1** survives termination or expiration of this Contract.

17.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, the Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. This **Section 17.2** survives termination or expiration of this Contract.

17.3 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State’s sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period,

within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 17.3** are to be considered direct damages and not consequential damages. This **Section 17.3** survives termination or expiration of this Contract.

18. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 18** survives termination or expiration of this Contract.

18.1 Meaning of Confidential Information. 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) in the possession of the State and 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). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

18.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 18.2**.

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

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

18.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control.

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

20. ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA). Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and Section 508 of the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Contractor will assist the State, at no additional cost, with accessibility review and mitigation activities. Contractor must comply with the State's eMichigan Web Development Standards located at: <http://www.michigan.gov/emichigan/0,4575,7-112-10666---,00.html>.

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

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

(a) The State may terminate this Contract, the Support Services, or the Statement of Work, for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract, the Support Services, or the Statement of Work, will not be construed to mean that other breaches are not material.

(i) If the State terminates this Contract (or any part thereof) under this **Section 21.1**, 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 this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 21.2**.

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

(b) Contractor termination for cause. Contractor may terminate and/or cancel this Contract (or any part thereof) upon one hundred and eighty days (180) days written notice to the State if the State defaults in any material obligation contained herein, and within the one hundred and eighty days (180) notice period the State has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

21.2 Termination for Convenience. The State may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon 30 days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the foregoing, if the State has a funding or budget shortfall, or its funding or budget is terminated, the State may terminate, end or cancel this Contract (or any part thereof) immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 21.3**. If the State terminates this Contract (or any part thereof) for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

21.3 Transition Responsibilities. Upon termination or expiration of this Contract (or any part thereof) for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates with any annual Fees prorated for the Transition Period; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services 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, return to the State, or destroy all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

21.4 Effect of Expiration or Termination. Upon termination or expiration of this Contract or the Statement of Work for any reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 21.3**.

(b) All licenses granted to Contractor in the State Materials and State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Materials and State Data within five (5) Business Days after the completion of the Transition Period.

(c) Within five (5) Business Days after the completion of the Transition Period, Contractor will (A) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information, (B) permanently sanitize or destroy the State's Confidential Information using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") data sanitation methods and per other written instructions that may be provided by the State, and (C) certify in writing to the State that it has complied with the requirements of this **Section 21.4(c)**.

(d) Within five (5) Business Days after of the completion of the Transition Period, the State will return to the Contractor any and all Confidential Information received from the Contractor which is in the State's possession, custody, or control. If the State determines that the return of any Confidential Information is not feasible, the State must destroy the Confidential Information and certify the same in writing.

(e) No expiration or termination of this Contract or the Statement of Work will affect the State's rights in any of the Deliverables that have already been paid for by the State.

21.5 Survival. This **Section 21** survives termination or expiration of this Contract.

22. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 45 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 this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

23. Contractor Representations and Warranties.

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

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606; and

(f) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

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

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

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

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

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

(i) conflict with or violate any applicable Law;

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

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

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

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

(ii) fail to comply with any applicable Law;

(f) as provided by Contractor, the Software does not or will not at any time during the license term contain any:

(i) Harmful Code; or

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

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

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

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

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

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

24. Indemnification

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

24.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (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 24**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

24.3 Infringement Remedies.

(a) The remedies set forth in this **Section 24.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

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

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

(c) If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

(d) If Contractor directs the State to cease using any Software under **subsection (c)**, the State may terminate this Contract for cause under **Section 21.1**.

(e) Contractor will have no liability for any claim of infringement arising solely from:

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

- (ii) modification of the Software by the State without the prior knowledge and approval of Contractor;

unless the claim arose against the Software independently of any of the above specified actions.

25. Liquidated Damages.

25.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

25.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

25.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 21.1**, and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

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

26. Damages Disclaimers and Limitations.

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

26.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. CONTRACTOR'S LIABILITY IS LIMITED TO TWO (2) TIMES THE AMOUNT OF FEES PAID BY THE STATE TO CONTRACTOR

DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

26.3 Exceptions. Subsections (26.1) (Disclaimer of Damages) and (26.2) (Limitation of Liability) above, shall not apply to:

- (i) Contractor's obligation to indemnify for infringement under **Section 24** of this Contract;
- (ii) Contractor's obligations under **Section 17.3** of this Contract (Compromise of State Data); and
- (iii) damages arising from either party's recklessness, bad faith, or intentional misconduct.

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

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

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

27.3 Application. This **Section 27** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

28. Insurance

28.1 Required Coverage.

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

| Insurance Type | Additional Requirements |
|---|--|
| Commercial General Liability Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence Limit</p> <p>\$1,000,000 Personal & Advertising Injury Limit</p> <p>\$2,000,000 General Aggregate Limit</p> <p>\$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Each Occurrence</p> | <p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.</p> |
| Umbrella or Excess Liability Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$5,000,000 General Aggregate</p> | <p>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.</p> |
| Automobile Liability Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$1,000,000 Per Occurrence</p> | |
| Workers' Compensation Insurance | |
| <p><u>Minimal Limits:</u></p> <p>Coverage according to applicable laws governing work activities.</p> | <p>Waiver of subrogation, except where waiver is prohibited by law.</p> |
| Employers Liability Insurance | |
| <p><u>Minimal Limits:</u></p> | |

| | |
|---|--|
| <p>\$500,000 Each Accident</p> <p>\$500,000 Each Employee by Disease</p> <p>\$500,000 Aggregate Disease.</p> | |
| Privacy and Security Liability (Cyber Liability) Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p> | <p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p> |
| Crime Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$1,000,000 Employee Theft Per Loss</p> | <p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.</p> |
| Professional Liability (Errors and Omissions) Insurance | |
| <p><u>Minimal Limits:</u></p> <p>\$3,000,000 Each Occurrence</p> <p>\$3,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Per Loss</p> | |

(b) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

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

28.2 Non-waiver. This **Section 28** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

29. Dispute Resolution.

29.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 29** (the "**Dispute Resolution Procedure**"). The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager. The responding party's Project Manager must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

29.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (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 29** does not limit the State's right to terminate this Contract.

30. General Provisions

30.1 Force Majeure.

(a) Force Majeure Events. Subject to **Subsection (b)** below, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

30.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

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

30.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 30.5**):

If to Contractor: [CONTRACTOR ADDRESS]
Email: [NOTICE CONTACT'S EMAIL ADDRESS]
Attention: [NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

If to State: [STATE ADDRESS]
Email: [CONTACT'S EMAIL ADDRESS]
Attention: [NAME AND TITLE OF CONTRACT ADMINISTRATOR]

Notices sent in accordance with this **Section 30.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

30.7 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or the Statement of Work, pursuant to **Section 21.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 30.7** is void.

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

30.9 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

30.10 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

30.11 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 agents in Michigan to receive service of process.

30.12 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 30.12.**

30.13 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex,

height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

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

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

| | |
|-------------------|----------------------------|
| Schedule A | Statement of Work |
| Schedule B | Service Level Agreement |
| Schedule C | Pricing |
| Schedule D | Data Security Requirements |
| Schedule E | Disaster Recovery Plan |

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

30.17 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

30.18 Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

30.19 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP,

SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A
Statement of Work – Contract Level

All initial capitalized terms in this Schedule that are not defined in this Schedule have the respective meanings given to them in the Contract.

1.000 Project Identification

1.001 PROJECT REQUEST

The Department of Licensing and Regulatory Affairs (LARA) has undertaken an effort to modernize their public records request system in order to improve efficiency both for internal staff and external customers. LARA currently manages public requests manually using Microsoft Office email, documents and spreadsheets. The increased demand for information from the public has made it necessary for LARA to automate this system.

1.002 BACKGROUND

The FOIA department within LARA is looking to automate their manual process for managing public records requests. The agency has decided to utilize the Public Records SaaS product offering from GovQA. This cloud-based platform will provide a public facing portal and the back-office workflow and functionality necessary to effectively manage the volume of records request received by the Agency. The State of Michigan (SOM) is leveraging an existing Oakland County, Michigan contract with GovQA and creating a SOM specific instance of it, compliant with SOM SaaS contract requirements. This SOW for LARA represents the first application of this new contract and will be part of the initial execution of the contract.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor, GovQA, shall provide LARA with a web-based system to centralize and track Freedom of Information Act (“FOIA”) requests and responses. GovQA shall customize the FOIA system to fit the workflows and needs of LARA and its bureaus and agencies. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. GovQA shall provide LARA with a portal for the public to submit FOIA requests, upload documents, track the status of their request, receive responses, make payment, and view an archive of other FOIA requests. The agency will determine what will be made available to be viewed by the public. The FOIA System shall enable LARA to assign a FOIA request and FOIA appeal to a person or agency for a response, share information among internal users, upload documents, receive alerts, provide cost estimates, receive payments, and send a response with documentation back to the person who entered a FOIA request or FOIA appeal. The FOIA system will meet the specifications detailed in the attached Exhibit 1 to this Statement of Work and will have the features listed below:

Standard Features of the FOIA System

- **Tracking Features:** The software shall provide the ability to track:
 - Information about a FOIA request, the person who submitted the request (the “Requestor”), and the tasks associated with a response.
 - Current status of request including key dates for a response.
 - History or work done and by whom.
 - The number of requests submitted by each individual.
 - Payments, payment history and whether payments have been made.

- FOIA appeals, following a process similar to that established for a FOIA request.
- **For Requests:** The software shall:
 - Provide the ability to list a description of the request up to 500 characters as well as a drop-down box with choices for the types of records requested. Automatically assign due dates based on configurable rules such as holidays.
 - Allow the Requestor to attach documents.
 - Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
 - Have the ability for LARA to administratively configure the workflow and internal procedures to assign requests to LARA employees and provide for reporting and escalation procedures.
 - Permit reassigning requests and sharing information with additional internal users.
 - Send reminders to internal users concerning due dates, response dates and other information.
 - Have the ability for a LARA internal user to label a FOIA request for appropriate routing and/or other record keeping purposes.
- **Cost of FOIA Request Function:** The FOIA System shall provide:
 - Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
 - A method to calculate an estimate and the actual cost to respond to a request.
 - A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- **For Responses:** The software shall:
 - Store templates for responding to requests.
 - Permit modification by LARA of existing templates as laws and needs change.
- **The User Public Portal shall contain the following features:**
 - Allow unlimited users and allow users to establish an account with contact information and provide a history of past requests. Also allow users to submit requests without an account.
 - Secure, verified public user credentialing approach, such as multi-factor authentication.
 - Provide an acceptable method to prevent bots and automated requests.
 - A searchable FAQ (frequently asked questions) library.
 - A searchable library of previous requests and responses.
- **Query and Reporting Features shall provide:**
 - The ability to export data in a mutually agreed format.
 - User configured reports, tabular and chart formats.
 - Ability to search report fields, save, share and assign reports for later use.
- **Additional Features of the FOIA System:**
 - Uses responsive technology to support web-based desktop, laptops and mobile devices.
 - Permits administrative users to customize screen views and dashboards.
 - Integrates with State of Michigan's Active Directory structure to allow for a single sign on for internal users.
 - Can concurrently view requests.

- Can search fields in the database such as history, reference number, and request type.
 - Can audit the updates and modifications to a request and the public records.
 - Can limit the access of certain requests to only authorized LARA employees by request Type.
 - Supports the manual import/export of data to and from other data sources via the tool.
 - Permits user base preferences to subdivide user LARA agencies to be unable to view the request and activities of other LARA agencies but may permit access to all requests and activities on an administrative level.
 - Retention and Disposal schedule compatibility. System will notify LARA of FOIA requests that are greater than one-year old and LARA will authorize disposal.
- **Redaction:**
 - Allows for the redaction of information from documents within the FOIA System.
 - Provides ability to search a document text for word, phrases or list of terms or patterns such as Social Security numbers to redact.
 - Provides a drop down to select a reason for the redaction.
 - Removes all references, including metadata, in the in the redacted document, such that it is not retrievable.
- **Online Payments:**
 - Allows for the submission of online payments by Requestors.
 - Integrates with the State of Michigan CEPAS payment system via the secure URL redirect option as specified in the Paypoint 3.9 Consumer Payments Integration Guide.
 - Allows staff to determine total estimated cost in advance, and to calculate and, if required, request a down payment by redirection to CEPAS.
 - Provides notification to staff when payment received.
 - Allows staff to determine a final invoice amount based upon actual research effort.
 - Creates final invoice and requests payment by redirection to CEPAS.
 - Allows for staff to manually track refunds and credits that are processed manually in CEPAS.
 - Allows for staff to manually receive payments and apply to invoices.
- **MI Login**
 - The system shall be capable of integrating with SOM MI Login single sign-on and identity management solution for both the internal system. This is an optional item with additional cost.

1.102 ENVIRONMENT

The LARA FOIA office will classify the security level its information assets. Contractor shall implement and maintain the appropriate levels of NIST security controls that correspond with that classification.

Contractor and its subcontractors shall comply with all SOM DTMB IT security standards and the security access requirements for individual SOM facilities.

Contractor will complete the vendor portion of the Lockpath Risk Assessment prior to go-live.

1.103 WORK AND DELIVERABLES

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

A1. Project Initiation, Planning and Management

Project Kick-off Planning and Kick-off Meeting

Within five (5) business days from execution of the Contract, the Contractor must attend a project kick-off planning meeting to discuss the content and procedures of the Contract. Contractor will review and validate the requirements with the State and as defined in Exhibit 1 to this Statement of Work. Contractor will identify any general, functional or technical issues that need to be addressed to ensure successful implementation and will propose resolutions to be undertaken and timing thereof. Within five (5) business days from the planning meeting the Contractor will conduct a project kick-off meeting. Via webinar, at a date and time mutually acceptable to the State and the Contractor the project kick-off will be held. At this meeting, Contractor will provide and review:

- Software overview
- Preliminary project plan and schedule
- Contractor and State resources and responsibilities
- Risk mitigation plan

Final Project Plan

Within fifteen (15) days of the Effective Date, Contractor will submit a final project plan and schedule to the DTMB Project Manager(s) for approval, which must include:

- Detailed project plan and schedule
 - Tasks and durations
 - Deliverables with dates
 - Milestones with dates
- Project work breakdown structure (WBS) showing sub-projects, resources required and their allocation
- Communication Plan
- Resource Plan
- Issue Management Plan and issue log
- Risk Management Plan and identified risks
- Change Management Plan
- UAT iteration and approval timing

Performance Review Meetings

Beginning after the project kick-off meeting and continuing until Acceptance, Contractor will attend weekly meetings or touchpoints with the DTMB and LARA's project team to review Contractor's performance. On a monthly basis, the Contractor may be asked to participate in a project steering meeting. The meetings will be held either in Lansing, Michigan or via webinar, as mutually agreed by the State and the Contractor and recorded in the Communication Plan.

Project Control

Contractor will work jointly with the State to manage the project in accordance with State Unified Information Technology Environment (SUITE). Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing services under the Contract. Contractor will provide tool access to State-designated staff to enter issues and review data. Any tool used by the Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards. The tool will have the capability to produce the following:

- Staffing tables with names of personnel assigned to Contract tasks

- Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each, including proposed services to be performed within the next two (2) weeks (updated every two weeks)
- Charts showing critical events, dependencies and decision points during the course of the Contract

Reports

Within fifteen (15) days of the Effective Date, Contractor must submit reporting formats to the DTMB Project Manager. When both parties have agreed to the format of the report, it becomes the standard to follow for the duration of the Contract.

Every two weeks, or as otherwise specified in the Communication Plan, the Contractor must provide a Project Update Report on the overall status of the Software implementation. This report must contain at least the following elements:

- Updated project plan
- Updated project schedule
- Deliverable and schedule status
- Risks and Issues

Issue Management

An issue is an identified event that affects the schedule, scope, quality, or budget. Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State Project Manager on an agreed upon schedule at a minimum of every two weeks, with email notifications and updates. The issue log must be updated and contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date and resolution description

Issues will be escalated for resolution from level 1 through level 3 as defined in the table below:

| Escalation Level | Roles | State of Michigan Representative(s) | GovQA Representative(s) |
|-------------------------|--|---|--|
| Level 1 | State Business Owner and Project Manager | Stephani Fleming (LARA) Allen Drouare (DTMB) | Heather Poe, Manager of Acct Mgmt |
| Level 2 | Business and Technical Managers | Tim Gajda (LARA) Kevin Rosinski (DTMB) | John Deichstetter, Director of Implementation |
| Level 3 | Executive Sponsor and Relationship Manager | Allan Pohl (LARA) Stuart Willard (DTMB) | Kevin O'Brien Vice President of Client Services |

Risk Management

A risk is an identified event that, if not addressed, may affect schedule, scope, quality or budget. The Contractor must establish a risk management plan and process, including, but not limited to, the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

Contractor and State agree to follow the State's risk management plan. Contractor must identify risks for each phase of the project. Mitigating and/or eliminating assigned risks is the responsibility of the Contractor, if agreed to by the State. The State assumes the same responsibility for risks assigned to the State.

Deliverable(s)

- Documentation validating requirements
- Conceptual Business Work Flow Diagram draft screen flow
- Final Project Plan
- Final Report Formats
- Project Update Reports every two weeks

Acceptance Criteria:

- Kick-off Planning Meeting successfully completed
- Kick-off Meeting presentation materials created
 - PowerPoint slide deck
 - Preliminary Implementation Plan and proposed schedule
 - Contractor and State resources and responsibilities
- Kick-off Meeting successfully completed
- Updated Implementation Plan delivered and approved
 - Updated schedule with details
 - Communication Plan
 - Resource Plan
 - Issue Management Plan and issue log
 - Risk Management Plan and identified risks
 - UAT iteration and approval timing

A2. Software as a Service

The Contractor shall provide a vendor-hosted, web-based Software as a Service (SaaS) solution to provide LARA and the public access to a web-based system to centralize and track FOIA requests, responses, and payments.

Deliverable(s)

- Exhibit 1 to this Statement of Work defines the deliverables
- Software licensing and implementation services that are listed on the pricing table below.
- Implementation Plan that details all Configurations with associated timelines.
- Design and branding of public portal Implementation Plan.
- Configuration of workflow rules, business and email responses, internal and external FAQs, and all other configurable items as specified by the Implementation Plan.
- The design and implementation of up to ten (10) custom letter templates and forms.
- The design and implementation of three (3) report templates per LARA Department via a configuration wizard
- Configuration of internal users with the appropriate security as detailed in the Implementation Plan.
- Completion of vendor portions of Lockpath Risk Assessment.

Acceptance Criteria

- The licenses and modules are installed in the test and production environments.
- The Configurations, as detailed in the final Implementation Plan and requirements documentation, passes LARA UAT testing.

- The vendor portions of the Lockpath assessment have been completed and approved.
- The integration with the State payment system has been completed and passes SOM UAT testing.

A3. Implementation

Contractor shall perform all tasks required to fully implement the customized FOIA System as specified herein, and as detailed in the approved project schedule. Contractor responsibilities will include, but not be limited to, the following tasks:

- **Planning Phase:**
 - Following an approved application lifecycle development and management methodology that conforms to SUITE, the Contractor will elicit and document the users' business requirements and develop a solution design. This step will require joint meetings and collaboration.
 - Participate via telephone as needed in implementation meetings to discuss LARA requirements.
 - Work with LARA to finalize an Implementation Plan which clearly specifies all deliverables and the timeframe for completion.
 - Provide a UAT plan to describe the testing and mitigation approach.
- **Configure the LARA FOIA System:** Configure the system as specified by this statement of work, the requirements documentation, the Implementation Plan, and any other mutually agreed artifact.
 - **Public Portal:**
 - Configure branding of public portal landing page with icons and links to LARA help areas within the public portal to mirror the look and feel of LARA's website including HTML layout. The portal will utilize HTTPS encryption and be framed within LARA's website or launched as a separate browser window depending on requirements.
 - Post up to twenty-five (25) answers provided by LARA in the frequently asked questions section of the public portal.
 - All external users' identities will be stored in the FOIA system.
 - **Configuration of FOIA System:** Configure:
 - Workflow rules to meet the LARA internal business process.
 - Email responses to both FOIA requestors and LARA's internal users based on the list of responses provided by LARA.
 - The process of how FOIA requests are delivered to LARA internal users for response based on LARA's instructions.
 - Custom fields that LARA may need for its internal process.
 - One or more public archives to publicly post FOIA responses and documentation based upon the criteria established by LARA.
 - Up to ten (10) custom letter templates and forms.
 - Enable LARA internal users to track the time and costs involved in responding to a FOIA Request.

- A frequently asked questions section for use by LARA internal users.
 - The levels of access LARA wishes to initially grant internal users. LARA will be provided video instructions for creating, deleting and revising LARA Employee information and access levels.
- **Configure the LARA FOIA System:**
 - Configure the system into LARA'S test environment.
 - Contribute to the DTMB Lockpath Risk Assessment ("Lockpath") activities until complete.
 - Assist with eMichigan and ADA review and mitigation activities
 - Assist with go-live planning and business preparedness activities.
 - Configure the system into LARA'S production environment after UAT acceptance.
 - Training, testing and final adjustments to the FOIA System.
 - Assist State with initial system administrative setup.
 - Integrate with ADFS using SAML 2.0 SSL
 - **User Acceptance Testing (UAT):**
 - Provide a UAT plan to describe the testing and mitigation approach.
 - Provide assistance to LARA in testing the FOIA System using the LARA requirements.
 - Maintain a prioritized list of defects.
 - Mitigate defects and update FOIA System configurations as needed.
 - **Report Templates:**
 - Contractor shall create up to three (3) report templates per LARA Department via a configuration wizard. Contract will provide training for LARA such that they are able to design custom reports upon completion and acceptance of the FOIA System. The data from the custom reports can be exported to Excel and PDF software.

Acceptance Criteria

- The system is deployed and configured in the environments with all the modules, configuration and interfaces working as specified in the scope, Business Requirements, and Implementation Plan and as tested in the UAT phase.
- The internal and external security is configured and working as designed.
- The vendor portions of the Lockpath assessment have been completed and approved.
- The system meets all State requirements in this Contract including but not limited to security and ADA.

A4. Training

Contractor shall provide:

- Four (4) live training Administrator sessions delivered electronically by an offsite trainer. Two (2) of the sessions will provide general Administrator training to explain the functions of the FOIA System including security, setup options, workflow rules and reporting capabilities. In addition, the contractor shall provide two (2) additional Administrator training sessions, one for Invoicing and

the other for payments. All components and administrative capabilities of the system will be covered by the four Administrator training sessions.

- Four (4) Live User Training sessions for all internal users, including set up options and reporting capabilities, will be delivered electronically by an offsite trainer. Upon completion of this training that LARA will be able to design custom reports, templates, and FAQs upon completion and acceptance of the FOIA System.
- Contractor shall record the training sessions and provide LARA a recording of the training in digital format.
- An online refresher course held within 60 days of the FOIA System go live date.
- Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.
- Periodic webinars to train and update LARA on new features, at no additional charge.

A5. Documentation

- Contractor shall provide the Help Center within the tool help menu.
- The solution must have a completed DTMB Lockpath Risk Assessment prior to production implementation. The assessment will include Contractor and State contributions as specified by Michigan Cyber Security.

A6. Maintenance and Support

Contractor shall provide maintenance and support in accordance with the Contract Terms.

A7. Optional MiLogin Integration

Upon request and at LARA's sole option, the Contractor will provide Single Sign on integration to the State of Michigan MiLogin system for internal users. If so directed by LARA, the contractor will implement and test the necessary integrations to the MiLogin credentialing system for internal staff if directed. This enhancement has been priced separately and will be implemented at LARA request. LARA will notify the contractor of their intent to implement this enhancement.

A8. Optional Reasonably Related Supplemental Products and Services

Upon request and at LARA's sole option, the Contractor will provide additional products and services that are reasonably related to the FOIA Solution

A9. Warranty

Contractor shall provide LARA with a 90-day warranty for the services commencing upon the Acceptance of the FOIA system, including all Software, modules and Configurations implemented for LARA. Contractor shall fix/resolve all Non-conformances found during the Warranty Period at no charge.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES AND RESPONSIBILITIES

Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Contract. The following roles are considered Key Roles:

| Contractor Role | Key Role? | Responsible Person |
|------------------------|------------------|---------------------------|
| Project Manager | Yes | Vanessa Clemons |
| Project Director | Yes | John Deichstetter |
| Service Manager | Yes | Heather Poe |
| Security Officer | Yes | Jim Cassan |
| Account Manager | No | John Klecyngier |
| Contract Administrator | No | Jennifer Snyder |

Contractor Project Manager:

The duties of the Project Manager shall include, but not be limited to:

- Act as a primary point of contact during the implementation phase of this contract.
- Supporting the management of the Contract to ensure that all Contractor requirements are completed and delivered;
- Facilitating dispute resolution; and
- Advising DTMB and LARA of performance under the terms and conditions of the Contract.

SOM reserves the right to require a change in the Project Manager, if the assigned person is not, in the opinion of SOM, adequately serving the needs of SOM.

Contractor Project Director:

The duties of the Project Director are to oversee and lend expertise to the Project Managers involved with multiple MI state agencies.

Contractor Service Manager:

The duties of the Service Manager are defined in Section 3.1 (Contractor Personnel for the Hosted Services) in Schedule B, Service Level Agreement, attached to this Contract.

Contractor Security Officer:

The duties of the Contractor Security Officer are outlined in Section 2, Schedule D, Data Security Requirements, attached to this Contract.

Contractor Customer Success Manager:

For ongoing post go-live support.

- Contractor shall provide a Customer Success Manager (CSM) who will contact and work with LARA on an ongoing basis once the FOIA System is operational.
- The CSM will be available to LARA as needed for up to 90 days after go-live and quarterly thereafter, to answer questions and provide assistance.

1.202 STATE STAFF, ROLES AND RESPONSIBILITIES

| State of Michigan Role | Department | Responsible Person |
|-------------------------------|-------------------|---------------------------|
| Project Manager (PM) | DTMB | Allen Drouare |
| Business Owner | LARA | Stephani Fleming |
| Agency IT Manager | LARA | Tim Gajda |
| Service Manager | DTMB | Kevin Rosinski |
| Contract Administrator | DTMB | Marcy Sims |

State Project Manager

The State will provide a Project Manager responsible to:

- Provide State facilities, as needed;
- Coordinate State resources necessary for the project;
- Facilitate coordination of all State resources and contractors.;
- Facilitate communication between different State departments/divisions;
- Provide acceptance and sign-off of deliverables/milestone;
- Review and sign-off of timesheets and invoices;
- Resolve project issues;
- Escalate outstanding/high priority issues;
- Utilize change control procedures;
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements;
- Document and archive all important project decisions; and
- Arrange, schedule and facilitate State staff attendance at all project meetings.

State Business Owner Responsibilities:

The State Business Owner will be responsible for providing the personnel to provide the following:

- LARA subject matter experts (SME's) need to be available for a meeting to discuss Public Portal integration.
- Branding standards and graphics that should appear in the page layout and design of the Public Portal. Review the design developed by Contractor.
- Review and when acceptable to LARA, approve the portal design.
- Technical assistance to integrate the Public Portal with the LARA's website(s) as requested.
- SME's to attend meetings with Contractor to explain the FOIA System and the information needed from each agency.
- Business Requirements, letter templates, frequently asked questions, standard responses, payment invoices for FOIA costs and all other documents or details for inclusion in the Public Portal.
- Standard email responses to LARA internal users with time reminders or other activities.
- Explanation of the workflow rules and business responses used by each LARA agency that will be using the FOIA system.
- Drafts, reviews and approvals of final templates and final standard email responses.
- List of internal users' and email addresses.
- Conduct acceptance testing and provide lists of defects or non-conformances to Contractor for resolution.

LARA Agency IT Manager:

The LARA Infrastructure Services Manager responsibilities include, but are not limited to:

- Technical guidance and oversight for the LARA IT portfolio.
- Serves as an escalation point for issue resolution.
- Provide access, documentation and credentials for MI Login, if needed
- Provide access, documentation and credentials for CEPAS, if needed

Service Manager:

The DTMB Section Manager serves in the role defined as the Service Manager as outlined in Section 3.2 (Contractor Personnel for the Hosted Services) in Schedule B, Service Level Agreement, attached to this Contract. The person in this role has the authority to act on behalf of the State in matters pertaining to the Software Support Services.

Contract Administrator:

The DTMB Contract Administrator supports the management of the Contract.

Preliminary Project Schedule/Timeline:

| Milestone | Target Completion Date |
|--------------------------------------|-------------------------------|
| Project Kick-off Planning Meeting | 5/1/2018 |
| Project Kick-off Meeting | 5/8/2018 |
| Project Plan Finalized | 5/15/2018 |
| Requirements Review Completed | 5/30/2018 |
| Test Site Setup and Initial Branding | 6/1/2018 |
| Configure Test Site | 6/27/2018 |
| Complete Payment Setup with CEPAS | 7/10/2018 |
| System Testing (GovQA) | 7/13/2018 |
| Site Review | 7/16/2018 |
| Complete Integration with ADFS | 7/26/2018 |
| UAT (MI LARA) | 8/2/2018 |
| Final Configuration Review | 8/8/2018 |
| Training | 8/15/2018 |
| Migrate to Production Environment | 8/16/2018 |
| Go Live | 8/17/2018 |

EXHIBIT 1 TO THE STATEMENT OF WORK

BUSINESS REQUIREMENTS

| Requirements for FOIA Database | | |
|---------------------------------------|--|------------------------|
| # | Requirements | Functional Area |
| 1 | Online platform for submission of Freedom of Information Act requests | FOIA Process |
| 2 | Ability to distinguish/separate between FOIA requests, Appeals, Media requests and High profile requests | FOIA Process |
| 3 | Manual entry for FOIA requests received via email or fax | FOIA Process |
| 4 | Everything should be time and date stamped | FOIA Process |
| 5 | Need to have an automatically generated numbering system for FOIA requests | FOIA Process |
| 6 | Ability to send the logged in requests to the specific Bureau/Agency | FOIA Process |
| 7 | Ability for the agencies to send documents and exemption information back to the LARA FOIA Office | FOIA Process |
| 8 | Ability to limit the communications from Bureaus/agencies to requestors | FOIA Process |
| 9 | Ability to redact documents | FOIA Process |
| 10 | Ability to create and calculate invoices | FOIA Process |
| 11 | Have templates for responses (can be modified) | FOIA Process |
| 12 | Ability to send a response back to the requestor | FOIA Process |
| 13 | Ability to track, with status changes, the requests (Where is it in the FOIA Process?) | FOIA Process |
| 14 | Ability to flag or prioritize FOIA requests depending on their due dates | FOIA Process |
| 15 | Optional online payment for customers or compatibility with CPAS | FOIA Process |
| 16 | Automatic notification to LARA FOIA Office and Bureau when a customer uses the online payment system | FOIA Process |
| 17 | Ability to track routine matters | FOIA Process |
| 18 | Ability to track Appeals (similar to FOIA process) | FOIA Process |
| 19 | Ability to create reports (workload, due dates, FOIA request per Bureau) | FOIA Process |
| 20 | No file size limitation | Administrative |
| 21 | Ability to print responses for fax or US Mail | Administrative |

| | | |
|----|--|----------------|
| 22 | One (1) single-tenant database and application instance for LARA | Administrative |
| 23 | LARA FOIA Office has administrative rights to do day-to-day IT support | Administrative |
| 24 | Data Storage | Administrative |
| 25 | Retention & Disposal Schedule and disposal mechanism | Administrative |
| 26 | Data-Security/Firewall to protect from unauthorized access | Administrative |
| 27 | Ability to add new users | Administrative |
| 28 | Have IT support during Business hours | Administrative |
| 29 | FAQ's on Public Facing Page | Administrative |
| 30 | Not automatically certifying documents | FOIA Process |
| 31 | Autofill responses from templates | Administrative |
| 32 | Specify how long records are available | FOIA Process |
| 33 | Storage ability and amount, cost | Administrative |
| 34 | Clarification emails and other communications, as well as agency responses and documents- track inside and outside | FOIA Process |
| 35 | Not require log in credentials | FOIA Process |
| 36 | Agencies determine category and there should be separate categories | Administrative |
| 37 | PII protections | Administrative |
| 38 | Manages mandatory dates and notifications | Administrative |
| 39 | Configure email imports as necessary | FOIA Process |

SCHEDULE B
Service Level Agreement

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 **Section** Error! Reference source not found. shall have the respective meanings given to them in the Contract.

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

“Availability” has the meaning set forth in **Section** Error! Reference source not found..

“Availability Requirement” has the meaning set forth in **Section** Error! Reference source not found..

“Available” has the meaning set forth in **Section** Error! Reference source not found..

“Contractor Service Manager” has the meaning set forth in **Section** Error! Reference source not found..

“Corrective Action Plan” has the meaning set forth in **Section** Error! Reference source not found..

“Critical Service Error” has the meaning set forth in **Section** Error! Reference source not found..

“Exceptions” has the meaning set forth in **Section** Error! Reference source not found..

“Force Majeure Event” has the meaning set forth in **Section** Error! Reference source not found..

“High Service Error” has the meaning set forth in **Section** Error! Reference source not found..

“Hosted Services” has the meaning set forth in **Section** Error! Reference source not found..

“Low Service Error” has the meaning set forth in **Section** Error! Reference source not found..

“Medium Service Error” has the meaning set forth in **Section** Error! Reference source not found..

“Resolve” has the meaning set forth in **Section** Error! Reference source not found..

“Scheduled Downtime” has the meaning set forth in **Section** Error! Reference source not found..

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

“Service Availability Credits” has the meaning set forth in **Section** Error! Reference source not found..

“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** Error! Reference source not found..

“**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** Error! Reference source not found..

“**Software**” has the meaning set forth in the Contract.

“**Software Support Services**” has the meaning set forth in **Section** Error! Reference source not found..

“**State Service Manager**” has the meaning set forth in **Section** Error! Reference source not found..

“**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 Request**” has the meaning set forth in **Section** Error! Reference source not found..

“**Support Service Level Requirements**” has the meaning set forth in **Section** Error! Reference source not found..

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

2. Services.

2.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”);

(b) the Software Support Services set forth in **Section** Error! Reference source not found. of this Schedule;

3. Personnel

3.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). The Contractor Service Manager will be considered Key Personnel under the Contract.

3.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

4. Service Availability and Service Availability Credits.

4.1 Availability Requirement. Contractor will make the Hosted Services 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 99.5% 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 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 are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

4.2 Exceptions. No period of Hosted Service 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** Error! Reference source not found..

4.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services 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 10:00 p.m. to 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.

4.4 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 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 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.

4.5 Remedies for Service Availability Failures. If the actual Availability of the Hosted Services is less than the Availability Requirement of 99.5% for any Service Period and one or more “**Downtime Events**” (meaning the sustained inability of the Hosted Services to be “Available” per the definition

under "Availability Requirement" in Section 4.1) have occurred during that Service Period, such failure will constitute a Service Error for which Contractor will issue to the State credits on the fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"). A Service Availability Credit will be calculated as one (1) day of Hosted Service fees at the time of such Downtime Event based on applicable subscription fees. The "**Maximum Credit**" shall be a total of five (5) Credits in any calendar month. The State will not be eligible to receive multiple Credits for the same service request or as a result of multiple service failures or outages occurring during the same period of time. Credits will be applied by Contractor on the invoice the any such Downtime Event(s).

5. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section** Error! Reference source not found..

5.1 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 8 a.m. to 5 p.m. Eastern, Monday thru Friday,
- (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** Error! Reference source not found..

5.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services 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 Error! Reference source not found.**, 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.

5.3 Service Maintenance.

(a) Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

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

5.4 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 Error! Reference source not found.** (“**Support Service Level Requirements**”), and the Contract.

(a) 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 Service Manager 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 Service 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. |

(b) 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) |
|---------------------------------------|--|--|
| Critical Service Error | One (1) hour | Three (3) hours |
| High Service Error | One (1) hour | Four (4) hours |
| Medium Service Error | Three Business (3) hours | Two (2) Business Days |
| Low Service Error | Four (4) Business hours | Five (5) Business Days |

(c) 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 Service Manager and Contractor’s management or engineering personnel, as appropriate.

5.5 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.

5.6 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Support Service Level Requirements for any Critical Service Errors or High Service Errors, or any

combination of such Errors, within the applicable Resolution time will constitute a material breach under the Contract. Without limiting the State's rights stated elsewhere in this Agreement, the State may terminate the Contract for cause in accordance with terms of the Contract.

6. Force Majeure.

6.1 Force Majeure Events. Subject to **Section** Error! Reference source not found., neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 19** (State Data), **20** (Confidentiality), or **27** (Indemnification) of the Contract, **Section** Error! Reference source not found. (Disaster Recovery and Backup) of this Schedule, the Availability Requirement defined in this Schedule, or any security requirements under the Contract, the Statement of Work, or applicable Schedule.

7. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 2 hours, and a Recovery Time Objective (RTO) of 4 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 E**. 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** Error! Reference source not found.;

(b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan upon request from the State. If Contractor fails to reinstate all material Hosted Services 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; and

(c) ensure business continuity, disaster recovery, and backup plans provided to the State comply with the State's IT Contingency Planning Policy 1340.00.070.02, located at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

**SCHEDULE C
Pricing**

The annual rates will have annual increases of no more than 3% of cost and have no correlation to volume.

| Description | QTY | Rate | Cost Type | Cost |
|--|-----|-------------------------------------|-----------|------------------|
| GovQA Implementation Services | | | | |
| One Time Implementation of GovQA including Advanced Document Search, Redaction, Invoicing, ADFS and CEPAS integration. | 1 | \$ 11,600 | One Time | \$ 11,600 |
| GovQA Base Licensing | | | | |
| Unlimited number of users, includes Fortress Security | 1 | \$5,700 per Month | Annual | \$68,400 |
| GovQA Optional Modules/Features | | | | |
| Document Redaction | 20 | First 20 Included in Base License*. | Annual | \$0 |
| Advanced Document Search and Copy | 1 | Included in Base License | Annual | \$0 |
| Fortress deployment (CJIS & HIPAA Compliant) | 1 | Included in Base License | Annual | \$0 |
| Invoicing Modules | 1 | Included in Base License | Annual | \$0 |
| Online Payment Connector (to CEPAS) | 1 | Included in Base License | Annual | \$0 |
| ADFS (Active Directory Federation Services) | 1 | \$200 per Month | Annual | \$2,400 |
| Additional environments (in addition to PROD) | 1 | \$400 per Month | Annual | \$4,800 |
| Additional 3 TB of Storage (1 TB included with system purchase) | 0 | \$500 per Month | Annual | \$0 |
| MiLogin Connector Development | 0 | \$10,000 | One Time | \$0 |
| MiLogin Annual Maintenance | 0 | \$200 per Month | Annual | \$ 0 |
| Grand Total | | | | \$ 87,200 |

*Additional Document Redaction licenses over 20 may be purchased at the following annual rate:

| | |
|------------------|----------------|
| <50 Total Users: | \$300 per year |
| 50 to 100 Users: | \$250 per year |
| >100 Users: | \$175 per year |

SCHEDULE D
Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** 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.

“**Contractor Systems**” has the meaning set forth in **Section 5** of this Schedule.

“**FISMA**” means The Federal Information Security Management Act of 2002 (44 U.S.C. ch. 35, subch. III § 3541 et seq.).

“**Hosted Services**” means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support 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.

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

“**PSP**” means the State’s IT Policies, Standards and Procedures; the State IT policies are currently available at: http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. Protection of the State’s Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

3.1 ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

3.2 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP;

3.3 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the

State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.4 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

3.5 ensure that State Data is encrypted in transit and at rest using mechanisms that are FIPS 140-2 compliant and operate using the FIPS compliant module.

3.6 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

3.7 ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and

3.8 assist the State with development and completion of a system security plan, also called a risk assessment, using the State's automated governance, risk and compliance (GRC) platform.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems 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 4**. 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.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1 maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

6.2 upon the State's request, 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 Contractor Systems and their housing facilities and operating environments; and

6.3 if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan, or equivalent documentation if not FedRAMP certified. The System Security Plan, or equivalent documentation, will be recognized as Contractor's Confidential Information.

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

8. PCI Compliance.

8.1 Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

8.2 The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

8.3 The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

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

8.5 The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

8.6 The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

9. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

SCHEDULE E
Disaster Recovery Plan

Contractor has provided the State with a copy of its Disaster Recovery Plan (DR Plan), which is incorporated herein by reference. The DR Plan is statutorily exempt from disclosure through FOIA request for security reasons.