



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 **9**
to
Contract Number **MA23000000173**

CONTRACTOR	Slalom, Inc
	660 Woodward Ave. Suite 1975
	Detroit MI 48226
	Scott Boynton
	(313) 570-5556
	scott.boynton@slalom.com
	VS0150962

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

CONTRACT SUMMARY				
Operational Consulting Services – Prequalification Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 28, 2023	February 27, 2025	3 - 12 Months	February 27, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,509,168.00	\$569,700.00	\$4,078,868.00		
DESCRIPTION				
Effective April 22, 2025, the attached Schedule A - Statement of Work and \$569,700.00 are hereby added to this Contract for DTMB.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 4/22/2025.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Adam Helm		HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Jessica Moy	517-420-5004	MoyJ1@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov

CN 9: SCHEDULE A

Operational Consulting Services: DTMB Organizational Change Management

Background

The State has requested that the Contractor provide Enterprise Organizational Change Management (EOCM) in-project coaching of change practitioners for the WAN, Secure Service Edge (SSE) and Windows Hello projects. Per the Schedule A – Statement of Work dated April 17, 2024, contained within Contract Number 230000000173 Change Notice Number 3, additional EOCM In-Project Coaching is to be mutually agreed upon prior to initiation of said support. A documented In-Project Coaching plan for coaching for the WAN, SSE and Windows Hello projects has been agreed to with State stakeholders. Included below are the changes to scope, schedule, project cost and invoicing associated with this request to provide EOCM in-project coaching for the WAN, SSE and Windows Hello projects.

Additional Scope

The incremental scope is for Contractor to provide In-Project Coaching of State change practitioners for the WAN, SSE and Windows Hello projects for the remainder of the calendar year 2025.

- **WAN Support:** Based on the project timeline and activities for the WAN project, Contractor coaching support is needed at the *Heavy* level through May 2025. Beginning in June 2025, WAN support will be provided as part of a portfolio that will also include support for Secure Service Edge and Windows Hello (see below).
- **Secure Service Edge (SSE) Support:** Based on the project timeline and activities for the SSE project, Contractor coaching support will be provided at the portfolio level that will also include coaching support for the Windows Hello project through May 2025, and then incorporating WAN Support in June 2025. The combined Contractor coaching support is needed at *Heavy* level through October 2025 and will be adjusted to *Moderate* level for the months of November and December 2025.
- **Windows Hello Support:** Based on the project timeline and activities for the Windows Hello project, Contractor coaching support will be provided at the portfolio level that will also include coaching support for the SSE project through May 2025, and then incorporating WAN Support in June 2025. The combined Contractor coaching support is needed at *Heavy* level through October 2025 and will be adjusted to *Moderate* level for the months of November and December 2025.

If there is a need to adjust the coaching support level, Contractor and State will come to a mutually agreed upon change to the coaching plan in writing.

CN 9: Schedule B – Pricing

Pricing Change

Project cost for additional EOCM In-Project Coaching the WAN, SSE and Windows Hello projects through the remainder of calendar year 2025 equals \$569,700.

Invoice Schedule

Per the Schedule A – Statement of Work contained within Contract Number 230000000173 Change Notice Number 3, the below invoice schedule aligns with the agreement of monthly invoices for the monthly costs associated with the coaching support level required.

Invoice Milestone	Month	Fee Amount	Deliverable
Invoice 25	April 2025	\$197,050	Coaching Level (Heavy) support for WAN Project Coaching Level (Heavy) support for Portfolio (SSE Project and Windows Hello Project)
Invoice 26	May 2025	\$91,400	Coaching Level (Heavy) support for WAN Project Coaching Level (Heavy) support for Portfolio (SSE Project and Windows Hello Project)
Invoice 27	June 2025	\$45,700	Coaching Level (Heavy) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 28	July 2025	\$45,700	Coaching Level (Heavy) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 29	August 2025	\$45,700	Coaching Level (Heavy) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 30	September 2025	\$45,700	Coaching Level (Heavy) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 31	October 2025	\$45,700	Coaching Level (Heavy) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 32	November 2025	\$26,375	Coaching Level (Moderate) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Invoice 33	December 2025	\$26,375	Coaching Level (Moderate) support for Portfolio (WAN Project, SSE Project and Windows Hello Project)
Total Fees		\$569,700	



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 8
to
Contract Number MA23000000173

CONTRACTOR	Slalom, Inc
	660 Woodward Ave. Suite 1975
	Detroit, MI 48226
	Scott Boynton
	(313) 570-5556
	scott.boynton@slalom.com
	VS0150962

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

CONTRACT SUMMARY				
Operational Consulting Services – Prequalification Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 28, 2023	February 27, 2025	3 Months		
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	3 Months	<input type="checkbox"/>		February 27, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,509,168.00	\$0.00	\$3,509,168.00		
DESCRIPTION				
Effective February 26, 2025, 3 1-year options are hereby exercised and the new expiration date is February 27, 2028.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number MA23000000173

CONTRACTOR	Slalom, Inc
	660 Woodward Ave. Suite 1975
	Detroit MI 48226
	Scott Boynton
	(313) 570-5556
	scott.boynton@slalom.com
	VS0150962

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

CONTRACT SUMMARY				
Operational Consulting Services – Prequalification Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 28, 2023	February 27, 2025	3 - 12 Months	February 27, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,509,168.00	\$0.00	\$3,509,168.00		
DESCRIPTION				
Effective January 8, 2025 the following sections of the Schedule A - Statement of Work and Schedule B - Pricing hereby replaces and supersedes any and all previous versions for MiCPA.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov
DTMB	Jeff Moeggenborg		MoeggenborgJ@michigan.gov
MDHHS	Jessica Moy	517-420-5004	MoyJ1@michigan.gov

CN 7: Schedule A – Statement of Work

1. Section 2. Service Requirements, A. Timeframes:

All Contract Activities must be delivered within nine (9) months, from receipt of order. The receipt of order date is pursuant to the Notices section of the *Standard Contract Terms*.

The specific start and end dates will be dependent on the contract start date. All requirements are expected to be delivered in an estimated 35 weeks (about 9 months) as per the timeline illustrated below.

CN 7: Schedule B – Pricing

Operational Consulting Services Tier-two: Michigan Collection and Payment Application Discovery (MiCPA)

Original Contract requirements apply for this Section in addition to the following:

Bidders must not exceed the hourly rates identified in their Original Contract Schedule B – Pricing to provide a lump sum fixed price not-to-exceed amount for the tier-two SOW project.

Project Name	Project Cost
Michigan Collection and Payment Application Discovery (MiCPA)	\$1,346,620.00

The Contractor will invoice based on acceptance of milestone completion. Milestones considered for this project include completion of the following milestones within the four project phases (detailed in section 2. A Timeframes):

Milestone	Estimated completed by week:	Fee
Milestone 1: Project Vision Complete with Stakeholder & System Identification and Project Charter	2 (6/14/2024)	\$228,990
Milestone 2: Stakeholder Interviews Complete	5 (7/5/2024)	\$236,915
Milestone 3: Current State (CS) Analysis Complete	11 (8/16/2024)	\$260,690
Milestone 4: Journey Maps & Process Flow Complete	15 (9/13/2024)	\$183,630
Milestone 5: Target State (TS) Approved	37 (2/14/2025)	\$344,580
Milestone 6: RFP Requirements and budget estimates provided	39 (2/28/2025)	\$91,815

Contractor Assumptions & State Responsibilities:

Project Assumptions:

1. The State will ensure key accesses are provided to Contractor team resources at the start of Week 1.
2. Contractor will rely on all decisions and approvals of State in connection with the Services.
3. The Contractor and the State will participate in status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution. To keep the project on track, a response is required within

one business day for critical issues. For other issues, a response is required within two business days.

4. All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, a change order will be proposed, and a revised estimate provided.
5. One round of revisions is planned for UI prototypes. The State will provide feedback during the review and supplemental feedback within five business days.
6. Contractor will not be responsible for delays due to the State or State-affiliated third-party resources, including their failure to execute the State responsibilities.
7. Work will be primarily performed remotely.
8. The State will assign State personnel/Program Manager and ensure to the best of its ability that all information provided to Contractor is complete, accurate and current in all material respects, contains no material omissions and is updated promptly and continuously during the engagement.
9. The State will provide the necessary documentation and access to key State technical and business personnel on a timely basis.
10. Contractor is assuming that the current state system analysis will be a high-level assessment and will not document detailed data, enterprise, or integration architectures.
11. Contractor is assuming that documenting a detailed future state data, enterprise or integration architecture is not required to satisfy project requirements.

State Responsibilities:

1. State representatives will be available for a project kick-off meeting within the first week of the contract effective date to ensure Contractor can adhere to Contractor project timeline.
2. The State will provide/facilitate timely access to key subject matter experts, interviewees, and other key personnel to enable effective execution of the work.
3. The MDHHS and DTMB Program Manager and/or designee will be available 1-2 hours a day for the first 5 days of the engagement and as needed throughout the rest of the contract period.
4. Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for Contractor's performance and maintenance of project cadence.
5. Provide complete, accurate and current information and update it promptly and continuously as necessary during the engagement.
6. The State will be responsible for assessing its legal, privacy, security, and regulatory requirements with respect to the MiCPA system and communicate these requirements to Contractor at the start of the engagement. The State will be ultimately responsible for validating that Contractor's proposed requirements for the future solution meet State's requirements (including its compliance obligations under applicable law).



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 **6**
to
Contract Number **MA23000000173**

CONTRACTOR	Slalom, Inc
	821 2nd Avenue Suite1900
	Seattle WA 98104
	Scott Boynton
	313-570-5556
	scott.boynton@slalom.com
	VS0150962

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

CONTRACT SUMMARY				
Operational Consulting Services – Prequalification Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 28, 2023	February 27, 2025	3 - 12 Months	February 27, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,367,168.00	\$142,000.00	\$3,509,168.00		
DESCRIPTION				
Effective November 13, 2024, \$142,000.00 is hereby added to the Contract for the Office of Child Support Change Readiness Assessment added with CN 2 for MDHHS.				
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
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov
DTMB	Heather Frick		FrickH2@michigan.gov
DTMB	Jeff Moeggenborg		MoeggenborgJ@michigan.gov
MDHHS	Jessica Moy	517-420-5004	MoyJ1@michigan.gov



**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 **5**
to
Contract Number **MA23000000173**

CONTRACTOR	Slalom, Inc
	821 2nd Avenue Suite1900
	Seattle WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

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

CONTRACT SUMMARY				
Operational Consulting Services – Prequalification Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 28, 2023	February 27, 2025	3 - 12 Months	February 27, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,367,168.00	\$0.00	\$3,367,168.00		
DESCRIPTION				
Effective September 13th, 2024 the State Program Manager has been updated to Jessica Moy. Email: moyj1@michigan.gov Phone: 517-420-5004 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
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov
MDHHS	Jessica Moy	517-420-5004	MoyJ1@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 **4**
 to
 Contract Number **230000000173**

CONTRACTOR	Slalom, LLC
	821 2nd Avenue , Suite1900
	Seattle, WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

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

CONTRACT SUMMARY

OPERATIONAL CONSULTING SERVICES – PREQUALIFICATION PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 28, 2023	February 27, 2025	3 - 1 Year	February 27, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,020,548.00	\$1,346,620.00	\$3,367,168.00		

DESCRIPTION

Effective May 21, 2024, the attached Schedule A - Statement of Work and \$1,346,620.00 are hereby added to this Contract for MDHHS.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 5/21/24.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Jeff Moeggenborg	517-643-5635	MoeggenborgJ@michigan.gov

SCHEDULE A - OPERATIONAL CONSULTING SERVICES

Operational Consulting Services 18000001162 : Michigan Collection and Payment Application Discovery (MiCPA)

BACKGROUND

Original Contract requirements apply for this Section, in addition to the following:

The Michigan Department of Health and Human Services (MDHHS) desires to complete Discovery and a Request for Proposal (RFP) to procure a web based custom built collection system that will include debtor management, one application for all receivables that automates collections due process, customer service module that will allow for on-line payments, dispute resolution module which allow for tracking and reporting, reconciliation, follow Generally Accepted Accounting Principles (GAAP) and federal grant accounting enhancing federal reporting. This system will be known as Michigan Collection and Payment Application (MiCPA).

SCOPE

The Contractor will complete Discovery efforts and assist with RFP efforts related to the MiCPA.

Original Contract requirements apply for this Section in addition to the following:

The Contractor must:

- 1) Review current process and technology that support MDHHS collections.
- 2) Analyze processes to ensure requirements reflect the new process.
- 3) Review and analyze the current technology, specifically from a functional perspective.
- 4) Facilitate sessions to create a current process flow diagram and internal and external user journey maps.
- 5) Develop high-level requirements based on the future process diagram, current system review/analysis and facilitated sessions with subject matter experts. These requirements should be ready to be used in an RFP.
 - a. Additionally, these requirements must be able to be easily translated to Epics, Features and/or User Stories as applicable.
 - b. To accomplish, it is expected that the Contractor will work with approximately 10-18 subject matter experts and four to six vendor partners over the course of the engagement.
- 6) Develop high-level screen prototypes These prototypes will be used in an RFP.
- 7) Work with the Department of Technology and Budget's (DTMB) Central Procurement Services, the MDHHS team, and DTMB to gather information necessary to develop an RFP.

1. REQUIREMENTS

A. General Requirements

The Contractor will be responsible for complying with all the Original Contract Requirements and for providing all Deliverables, Services and Staff to perform the work as indicated below.

The Contractor must:

- 1) Develop a vision and scope document that outlines problem statement.
- 2) Develop business goals, features, and high-level acceptance criteria of the future application.
- 3) Identify impacted MDHHS programs and systems related to collection processing.
- 4) Evaluate existing processes and organizational structures.
- 5) Leverage best practices and previous Lean Process Improvement (LPI) deliverables to recommend opportunities for improvement.
- 6) Document current processes and technologies related to the identified MDHHS programs and systems.
- 7) Conduct process mapping and utilize additional interactive tools to facilitate process improvements or business analysis/redesign.
- 8) Provide recommendations for achieving desired results.
- 9) Develop a preliminary user experience (UX) prototype utilizing Figma that will be a simple representation of the application screens.
- 10) Develop requirements for the system implementation RFP that will include but is not limited to Performance and Scalability, Portability and compatibility, Reliability, Maintainability, Availability, Security, Localization, Usability, Manageability, Data integrity, Capacity, Utility, Data Conversion and Environmental.
- 11) Conduct research and provide a budget/estimate for potential vendor costs related to the system implementation RFP.
- 12) Assist with the development of an RFP that will ultimately create the MiCPA system.
- 13) Facilitate meetings and discussions with multiple teams across the impacted agencies and provide a document deliverable outcome.
 - a. This meeting documentation must contain discussions of key requirements, outstanding questions, assumptions, risks, and constraints.
- 14) Assist the SOM Project Manager in developing the following:
 - a. A charter to document desired outcomes.
 - b. Project plans to specify timelines and milestones for initiatives.

15) Assist the project by working with the Business, DTMB, and all impacted system owners to review the developed requirements, and determine any impacts, and associated costs.

The Contractor must comply with the above requirements by utilizing the four-phased approach and facilitation techniques detailed below.

B. Solution Overview

- 1) The Contractor must blend a customer-centric focus through Human Centered Design (HCD) with an application rationalization process, approaching the problem from both a user and technology perspective. The Experience approach will drive the project vision and stakeholder alignment by applying HCD principles around customer experience, and the architecture approach focuses on designing an accurate, consistent, and reliable system to provide long term stability, scalability, and sustainability.

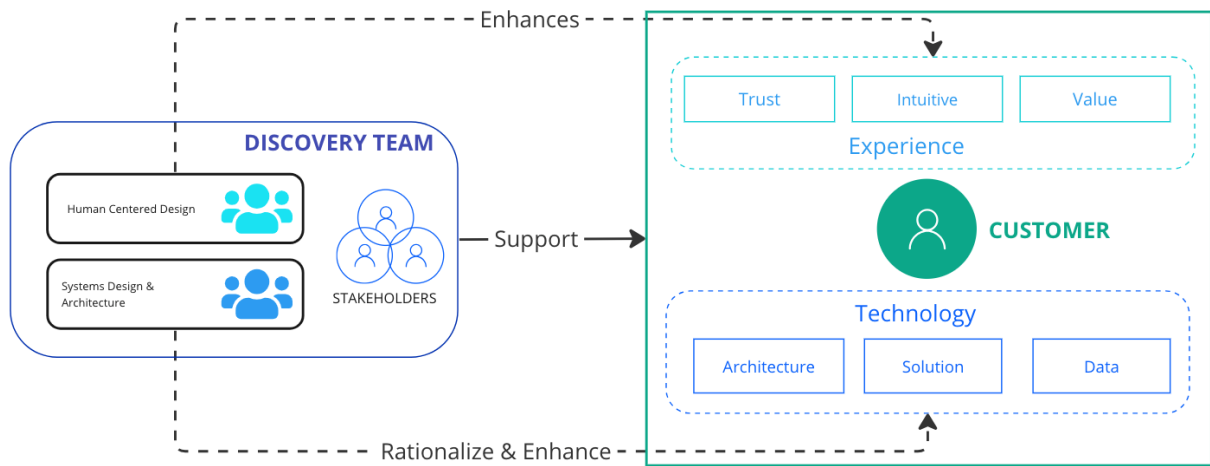


Image: Contractor's solution overview

C. Solution Approach

- 1) Beginning with a top-down, customer-centric HCD approach, the Contractor must interview users, stakeholders, and application owners to reveal pain points, understand business processes and gauge customer sentiment.
- 2) Visualizing the customer journey and pain points, Contractor must map them into the end-to-end process flow, employ app rationalization principles as a bottom-up analysis to assess how applications contribute to business value. The convergence of these assessments will expose 'gaps,' forming the foundational requirements for MiCPA—a comprehensive collections system.

3) Contractor must break down the work into four distinct phases. Below is a mapping of the contract requirements into the phases of Contractor’s approach:

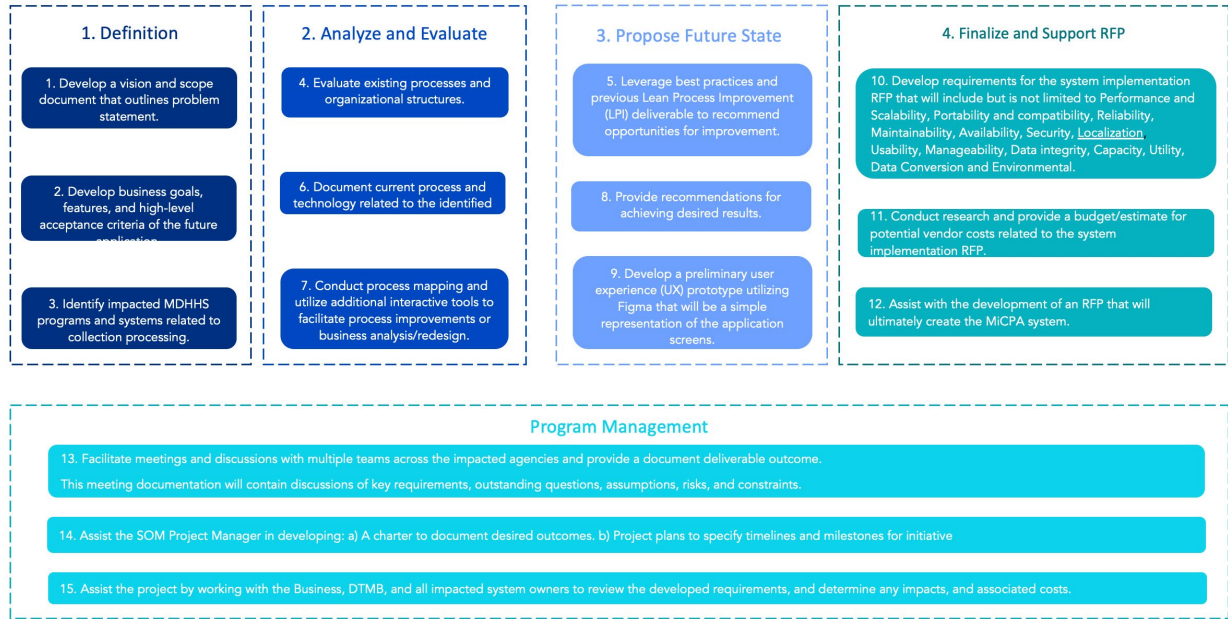


Image: Contractor’s breakdown of the requirements into phases

- a. **Definition Phase:** The Contractor must:
 - i. Aim at aligning stakeholders.
 - ii. Identify impacted MDHHS programs and systems related to collection processing.
 - iii. Capture high-level requirements.
 - iv. Establish a unified product vision and business objectives, as well as develop business goals, features, and high-level acceptance criteria of the future application.
- b. **Analyze and Evaluate Phase:** The Contractor must:
 - i. Focus on evaluating existing MDHHS programs, processes, and systems.
 - ii. Highlight pain points.
 - iii. Visualize user journeys to identify areas of opportunity for transformation.
- c. **Propose Future State Phase:** The Contractor must:
 - i. Present recommendations to stakeholders through gap analysis and service design.
 - ii. Based on Contractor analysis from the second phase, create and finalize UI Prototypes, target system architectures, and journey maps, with stakeholder consensus.

- iii. Draft the requirements for the system implementation RFP and include but not be limited to Performance and Scalability, Portability and compatibility, Reliability, Maintainability, Availability, Security, Localization, Usability, Manageability, Data integrity, Capacity, Utility, Data Conversion and Environmental Conditions.
- d. **Finalize and Support RFP Phase:** The Contractor must leverage its Business Value Framework to facilitate creation of a phased project plan, driving alignment on business objectives and value delivery.
- e. **Overall Program Management (All Phases):** The Contractor must align stakeholders with a unified product vision through facilitated discussions, creation of a project charter, and impact analysis and review.

D. ALL PHASES: Program Management & Solution Ownership

- 1) Throughout all phases of the project, Contractor must coordinate and facilitate discussions amongst the various stakeholders, driving stakeholder alignment towards a unified project vision. Contractor must work to refine understanding of the impact of the proposed solution on both internal stakeholders and systems, and the customer.
- 2) To help manage various timelines and deliverables, the Contractor's Solution Owner must play a key role in keeping the deliverables in line with the project vision, providing support to stakeholders and Contractor team with requests and managing reporting of the progress of work deliverables. The Contractor's Program Manager will tie together inputs from the Contractor's Experience and Architecture teams to consolidate and validate each of the findings so that they align with the project vision and the various stakeholders' needs.
- 3) Throughout the duration of this project, the Contractor's Program Manager and solution owner will update MDHHS on the team activities, deliverables, achievements, and foreseeable risks as the team progresses through sprint reviews. Weekly status reports are explained in Section 5 - Project management.
- 4) The following section outlines the activities and associated deliverables in detail:
 - a. **PHASE 1: Definition**
 - i. During this phase, the Contractor must:
 - 1. Focus on creation of a unified project vision.
 - 2. Gather high level business goals and acceptance criteria to define the problem statement for Michigan Collections and Payments Application (MiCPA) in a "Vision and Scope" document.

- Document a project charter to define project execution, stakeholder participation, identify impacted programs and systems and document known assumptions, risks in a project charter.

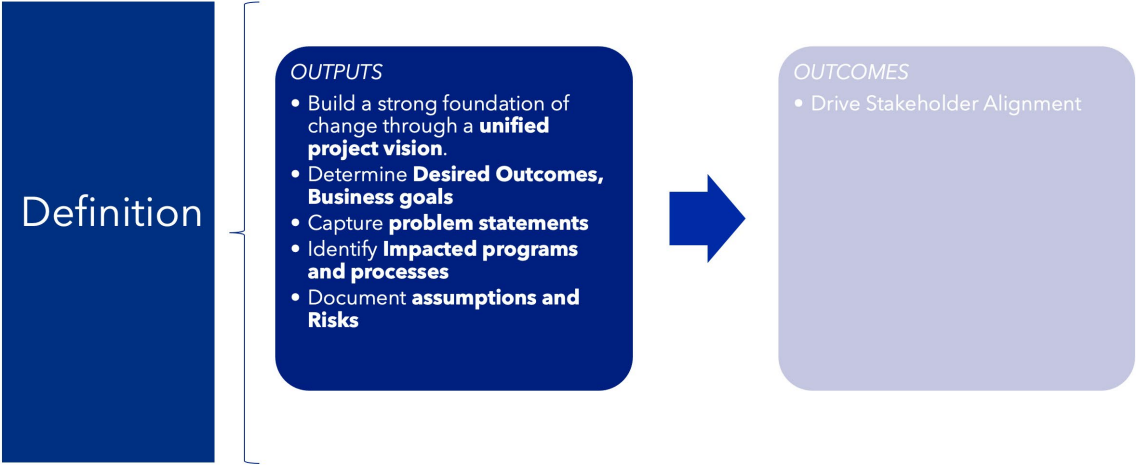


Image: Contractor’s proposed approach highlighting “Definition” phase

- Utilize its Value Realization Framework approach to focus on driving alignment between key stakeholders to understand and determine desired outcomes, capture problem statements, identify impacted programs and related business processes, identify technical systems, and document assumptions and risks which would be involved in the implementation of the final product MiCPA.

SERVICE DESIGN | VALUE REALIZATION APPROACH

From Objective to Implementation

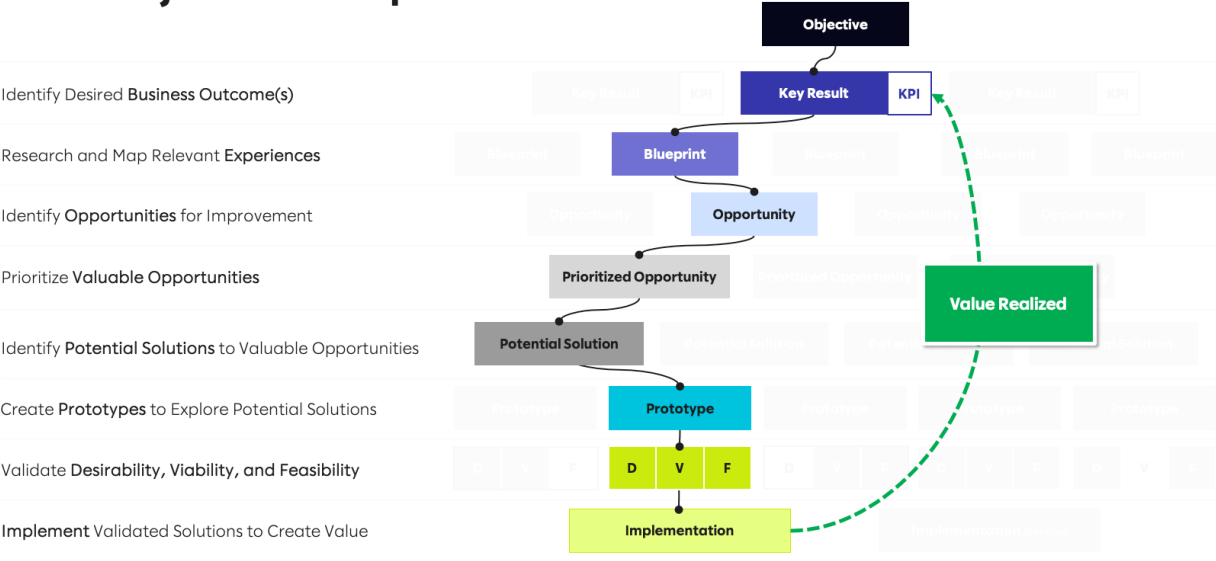


Image: Contractor’s Value Realization Approach through Service Design

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
<p>Facilitate meetings and discussions across multiple teams, define the overall vision for the project, including a unified approach, problem statement, business goals, risks and assumptions, desired outcomes, and even high-level features (feature prioritization) and acceptance criteria.</p> <p>Understand and document open questions and known constraints.</p> <p>Drive mutual understanding of the identities and duties of key project stakeholders (stakeholder mapping) as well as a program structure.</p> <p>Identify impacted programs and systems related to collection processing.</p> <p>Identify/Confirm key personnel, including vendors, for user research as per scope definition.</p> <p>Create project plan inclusive of milestones and timing of project activities and deliverables.</p>	<ol style="list-style-type: none"> 1. Vision & Scope Document 2. Project Charter 3. Project Plan 	<p>1, 2, 3, 13, 14a, 14b</p>	<p>Program Manager</p> <p>Sr. Project Manager</p> <p>Sr. HCD Strategist</p> <p>HCD Designer</p> <p>HCD Strategist</p> <p>Solution Owner</p> <p>Contract Representative</p>

b. PHASE 2: Analyze and Execute

- i. During this phase, the Contractor must:
 1. Execute a gap analysis based on evaluation of existing MDHHS processes and systems to highlight pain points, regulations, limitations, constraints, and known opportunities.
 2. Present recommendations based on the gap analysis for MiCPA future state process (re)design and system architecture.

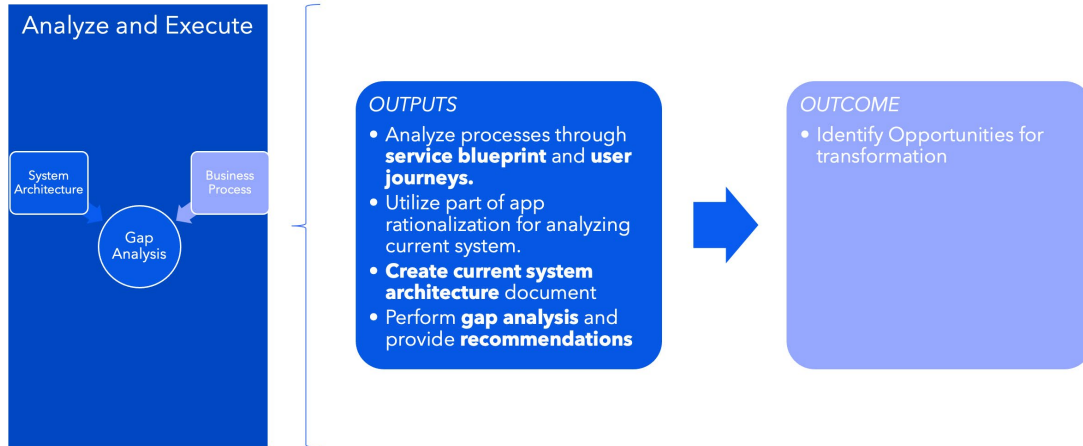


Image: Contractor’s proposed approach highlighting “Analyze and Execute” phase

3. Focus on the required scope of MiCPA as specified in Schedule A – Background section and determine the current state of people, processes, and technology through stakeholder interviews including application owners.
4. Use requirements and guidelines from stakeholders to shape user interviews to incorporate customer voice, sentiment, and expectations.
5. Conduct interviews and analysis that revolve around the following:
 - a. Debtor management.
 - b. Unified receivables to automate collections due process.
 - c. Customer service module that will allow for on-line payments.
 - d. Dispute resolution module which allows for tracking and reporting reconciliation.
 - e. Generally Accepted Accounting Principles (GAAP) and federal grant accounting enhancing federal reporting.
6. Perform the following key activities for accurate current state analysis:
 - a. Analyze and document current state processes for impacted programs through Service Blueprint and Customer Journey Maps. The Contractor must:
 - i. Employ service blueprinting and customer journey mapping techniques to align

stakeholders, visualize experiences, and understand user perspectives. This will facilitate shared understanding throughout the project lifecycle, serving as a foundation for improvements.

- ii. Utilize service blueprinting and journey mapping to highlight interactions between people, processes, and technology, comprehensively visualizing customer journeys. This approach identifies pain points, unmet needs, and opportunities, fostering process efficiencies, and enabling automation.
- iii. Leverage journey maps to illustrate step-by-step customer experiences, emotions, and touchpoints, and service blueprints to detail operational steps and departments involved behind the scenes. Integrating these tools facilitates informed decision-making, reducing implementation risks and operational costs while maximizing stakeholder alignment, return on investment, and customer and employee satisfaction.

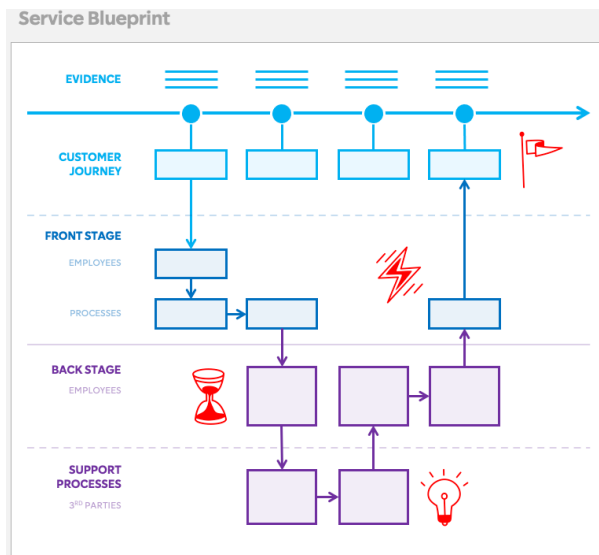


Image: Contractor’s service blueprint process

EXPERIENCE MAPPING

Anatomy of a journey map

Doing
 Map the fundamental experience of users in a way that centers on their voice, for all stakeholders to see. (Ex: Actions and Touchpoints)

Thinking / Feeling
 Capture needs, feelings, expectations and behaviors at each point. This is used to draw the emotion line

Prioritized Opportunities
 These become the team's strategic action items and opportunities to innovate



Image: Contractor’s service journey map process

- b. Analyze and document current System Architecture and dependency mapping, Infrastructure and Data Architecture. The Contractor must:
 - i. Create an inventory or portfolio of applications, which detail existing systems, their descriptions, versions, dependencies to understand key capabilities, operating standards, known key risks and critical non-functional requirements.
 - ii. Capture data flows and/or visual representations of architecture illustrating data movement across systems, processes, and touchpoints, emphasizing data needs and architecture for reporting based on GAAP and federal grant accounting. Contractor will aim to identify disparate data sources, storage, and data infrastructure as it exists in the current state used for generating reports.
 - iii. Identify value drivers for re-platforming from an agility, operations, resiliency, and pace of innovation standpoint.
 - iv. Create high level current state architecture diagrams to map the landscape and current state of applications to visualize integrations, capability mapping, dependency mapping and business value. The current state architecture also includes governance standards, regulations involved, current limitations and restrictions such as security and network constraints. Illustrated below is a framework Contractor must use to guide the current state analysis.

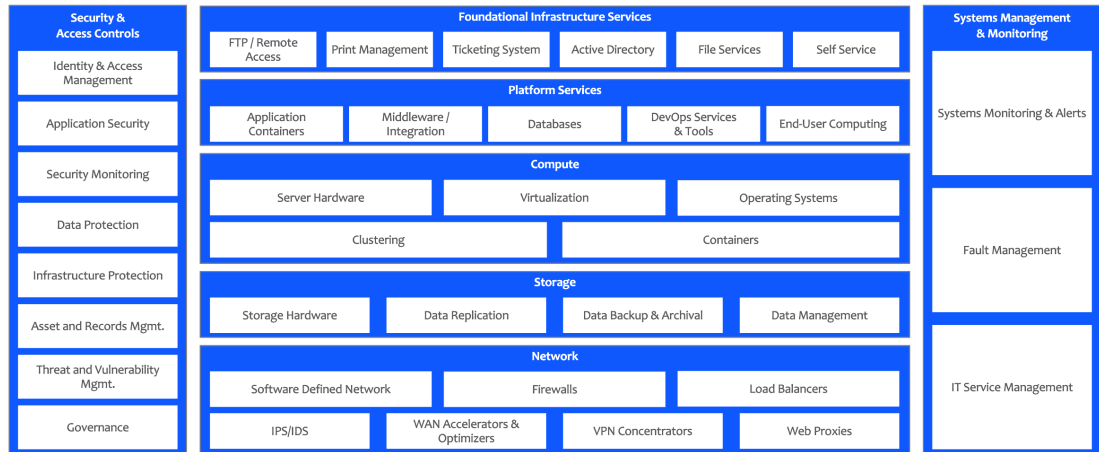


Image: Contractor’s approach to current state systems analysis framework

- v. Validate findings and obtain feedback along the way with stakeholder validations and revision logs.
- c. Generate an Observations, Gap Analysis & Recommendations Report and Final readout. The Contractor must:
 - i. Summarize and communicate to MDHHS, the results of user research, visualizations of current state process flow, journey maps, current state of systems and their perceived business value, known opportunities and perceived risks.
 - ii. Frequently update MDHHS on the above activities as they progress through sprint reviews, weekly status reports as detailed in Section 5 A. Project Management.
 - iii. Provide a consolidated report upon reaching a logical conclusion of current state analysis.
 - iv. Evaluate the current state through the lens of high-level requirements and desired outcomes to identify gaps resulting in highlighting opportunities.
 - v. Use this analysis to align on identifying value drivers and perceived complexity of implementation.
 - vi. Based on this value vs complexity matrix, Contractor must discuss and make recommendations on these opportunities which would drive the creation of detailed backlog

features, drive prioritization, creating prototypes, target state journey map, service design and high-level architecture.

7. The technical gap analysis report explains the recommendations through illustrations of the various deliverables include:
 - a. Service blueprint: Used to identify gaps in flow of services by providing a comprehensive view of customer interactions and internal processes.
 - b. Customer journey map: Used to identify pain points, opportunities to create positive user experience.
 - c. Current state Architecture: Used to analyze the current application landscape to inform alignment of current applications to business goals.
 - d. Application Integration Map: Identifies required integration points, and dependencies among various applications.
 - e. Data Flows: Used to provide a clear visual representation of how data moves through the organization with the goal to pinpoint areas where data accuracy can be improved, whether through streamlining processes, addressing bottlenecks, or optimizing the flow within current applications.
8. A snapshot of the key objectives of this phase, respective ownership and corresponding deliverables are mapped in the table below.

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
<p>Maximize effectiveness by surveying existing material (such as the LPI deliverable) to leverage existing knowledge about the applications.</p> <p>Create a basis for future feature and design recommendations by conducting direct user research, analyzing our findings, and using that</p>	<p>4. Personas and Current State Journey Maps</p> <p>5. Process Flow Diagram (in the form of a Service Blueprint)</p>	4,5,6,7	<p>Sr. Project Manager</p> <p>Sr. HCD Strategist</p> <p>HCD Designer</p> <p>HCD Strategist</p> <p>Solution Owner</p>

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
<p>information to inform process mapping efforts.</p> <p>Unearth opportunities for improvement. based on an evaluation of existing processes, organizational structures, and the requirements of new collections system.</p> <p>Leverage best practices and prior LPI documentation for evaluation.</p> <p>Drive understanding of relationships between users, employees, and tools by mapping out existing process flows and illustrating the relationship of the front stage (UI), backstage (employees) and supporting (technical) systems.</p>			
<p>Document and assess current state of service delivery, customer experience, organizational capabilities, application landscape, and integrations.</p> <p>The Data flow diagram identifies data sources and visualizes data movement across current disparate systems to inform gap analysis for future state reporting.</p>	<p>6. Current State Enterprise, Solution and Data Architecture Diagrams</p> <p>7. Current State Data Flow Diagrams</p>	<p>3,4,6,7</p>	<p>Enterprise Architect</p> <p>Solution Architect</p> <p>Solution Owner</p>
<p>Report key findings from the analyses, emphasizing gaps and challenges in the form of recommendations</p>	<p>8. Technical Gap Analysis Report</p>	<p>6, 8, 10</p>	<p>Sr. Project Manager</p> <p>Solution Owner</p>

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
<p>which tie together business goals with pain points identified in service blueprint, journey maps, data architecture and application integrations.</p> <p>Provide recommendations around architecture framework to address factors such as Performance and Scalability, Portability and compatibility, Reliability, Maintainability, Availability, Security, Localization, Usability, Manageability, Data integrity, Capacity, Utility, Data Conversion and Environmental.</p>			<p>Enterprise Architect</p> <p>Solution Architect</p>
<p>Ensure project team members, stakeholders, and other interested parties have a full understanding and can utilize the information gathered during user research by providing a single, comprehensive readout of research findings.</p>	<p>9. User Research & Analysis Report</p>	<p>4, 5, 7, 8</p>	<p>Contractor Program Manager</p> <p>Sr. Project Manager</p> <p>Sr. HCD Strategist</p> <p>Enterprise Architect</p> <p>Solution Architect</p> <p>Solution Owner</p> <p>Contract Representative</p>

c. PHASE 3: Propose Future State

i. During this phase the Contractor must:

1. Build consensus among MDHHS, DTMB, and all impacted system owners with the goal to reach a target state of process and technology for MiCPA.

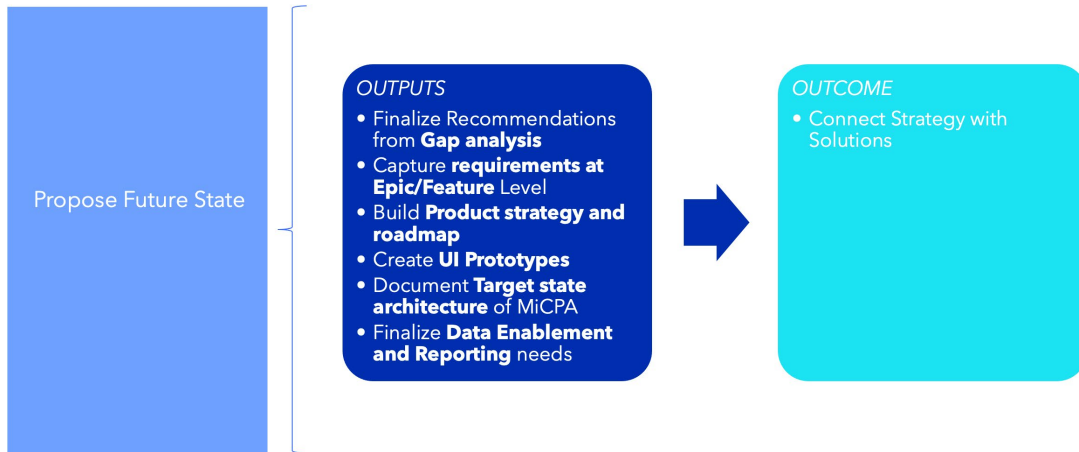


Image: Contractor’s proposed approach highlighting “Propose future state” phase

2. Formulate and refine a broader enhancement plan. Prioritizing the highest impact items first, Contractor must formalize the plan, including which operational enhancements are achievable during this engagement, as well as future phase considerations. With this information Contractor must create a project roadmap. The roadmap must include the following:
 - a. **Requirements Definition and Roadmap Planning**
 - i. Requirements and acceptance criteria for MiCPA implementation at an epic/feature level.
 - ii. Comprehensive product roadmap, outlining a phased release plan based on a business value framework that aligns with our project vision.
 - iii. Prioritized backlog consisting of epics/features and acceptance criteria for the implementation team as it needs to be presented in the RFP draft.
 - b. **Stakeholder Alignment and Prioritization:**
 - i. Collaborate closely with stakeholders to sequence and prioritize at the level of epics and features, considering both delivered business value and feasibility of system implementation.
 - c. **UX and Service Blueprint Development:**
 - i. Develop a preliminary user experience (UX) prototype utilizing Figma that will be a simple representation of the application screens.

- ii. Create target state customer journey maps, and service blueprints, visualizing the prospective user experience and service interactions.
- d. **Target State Infrastructure and System Guidelines:**
 - i. Propose a conceptual target state infrastructure required to support the new system needs. This must include a target state capability mapping, application dependency map and application integration mapping to provide a holistic view of the application implementation.
 - ii. Create logical view of solution architecture diagrams of MiCPA and formulate architecture requirements of Performance and Scalability, Portability and compatibility, Reliability, Maintainability, Availability, Security, Localization, Usability, Manageability, Data integrity, Capacity, Utility, Data Conversion and Environmental as required.
- e. **Target state Data Flow:**
 - i. Propose the target state data flow, focusing on critical data functions like storage, archival, for reporting accuracy and reliability.
 - ii. Below is a Reference Data Flow Diagram illustrating data sources, storage, consumption, and data delivery. The actual deliverable will differ based on the information the contractor team collects to represent on the diagram.

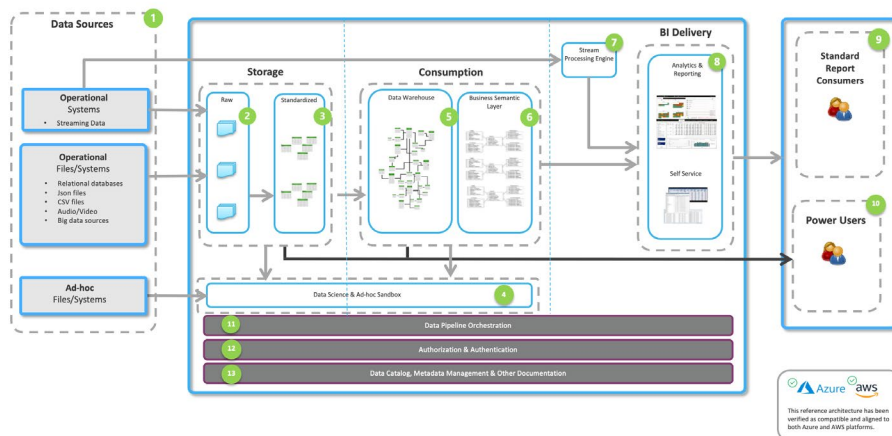


Image: Contractor’s illustration of a target data flow diagram

f. Stakeholder Presentation and Approval:

- i. Present findings, proposed requirements, infrastructure needs, architecture, and data governance to stakeholders for their approval, enabling contractor to progress to the final phase of constructing the RFP.
- ii. Contractor must align requirements, user experience, infrastructure needs, implementation plans, and governance standards with project vision, allowing for a structured and cohesive progression towards achieving objectives.
- iii. Once Contractor gathers consensus and obtain approval, Contractor must start assisting the State program manager in delivering the RFP.

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
Draft requirements for each epic/feature in a backlog depicting an epic to feature level breakdown.	10. Implementation Backlog Draft (Epics/Features)	10, 12, 15	Contractor Program Manager Sr. Project Manager Solution Owner
Using a cost breakdown analysis, provide MDHHS with a clear, well-researched idea of required investment to drive budgeting and estimation efforts.	11. Vendor Cost Estimation	11, 15	Contractor Program Manager Sr. Project Manager Sr. HCD Strategist Enterprise Architect Solution Architect Contract Representative

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
<p>Document a shared understanding of the desired flow and experience with the application. Communicate the desired flow to prospective vendors in a format that clearly defines the desired end state while minimally constraining the design of the application.</p>	<p>12. Target Customer Journey Map</p>	<p>5, 7, 8, 9, 13</p>	<p>Sr. HCD Strategist HCD Designer HCD Strategist</p>
<p>Using prototypes as a simple representation of the application screens, create a tangible artifact to communicate the desired features, functionality, and flow of the new application. (Prototypes have been divided into two sets of screens to enable iterative feedback.)</p>	<p>13. UI Prototypes (Set 1)</p>	<p>9, 10</p>	<p>Sr. HCD Strategist HCD Designer HCD Strategist</p>
<p>Reach a shared understanding of how the application front end, underlying technology, and supporting staff members combine to provide collections service. Communicate this structure to prospective vendors.</p>	<p>14. Target State Process Flow Diagram (in the form of a Service Blueprint)</p>	<p>10</p>	<p>Sr. HCD Strategist HCD Designer HCD Strategist</p>
<p>Propose target state application design, capability mapping, integration, dependencies, and</p>	<p>15. Target State capability maps, with high-level integration, data flow, and</p>	<p>10</p>	<p>Enterprise Architect Solution Architect Solution Owner</p>

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
infrastructure requirements. Highlight the target state data flow and requirements for reporting features.	dependency mappings. 16. Target State Logical view of Solution Architecture requirements. 17. Target State Data flow requirements associated with reporting. 18. Target State high level infra requirements.		

d. PHASE 4: Finalize and Support RFP



Image: Contractor’s proposed approach highlighting “Finalize and Support RFP” phase

- i. Contractor’s Project Manager, Program Manager, Experience team and Architects must partner with MDHHS, DTMB, and all impacted system owners to review the developed requirements, determine impacts and associated costs, and ensure requirements are appropriately characterized in the creation of the RFP for the new unified Collections application, MiCPA.

- ii. During this phase, Contractor must provide the required materials needed for a successful draft of the implementation RFP. This includes:
1. Conducting an executive readout to tie together all the phases and deliverables starting from project vision to a target design of MiCPA spanning people, process, and technology.
 2. Assisting the State program manager in articulating scope, requirements, and guidelines for the implementation through a prioritized backlog at an Epic/Feature level.
 3. Providing an inventory of artifacts, documents including Figma prototypes, service blueprint, customer journey maps, future state architecture, governance, standards, and guidelines as applicable and necessary for the creation of implementation RFP.

KEY OBJECTIVES	DELIVERABLES	REQUIREMENTS	CONTRACTOR OWNERSHIP
Prioritize epics and features with stakeholders in backlog to finalize for use in RFP.	19. Implementation Backlog (prioritized)	10, 12, 15	Contractor Program Manager Sr. Project Manager Solution Owner
Creation of a “map to success” for the prospective vendors, further clarifying the needs and expectations of the project and ultimately increasing the chances of success in delivery of the application.	20. Product Roadmap	12, 13, 15	Contractor Program Manager Sr. Project Manager Sr. HCD Strategist HCD Designer HCD Strategist Enterprise Architect Solution Architect Solution Owner Contract Representative
Using prototypes as a simple representation of the application screens, create a tangible artifact to communicate the	21. UI Prototypes (Set 2)	9,10	Sr. HCD Strategist HCD Designer HCD Strategist

desired features, functionality, and flow of the new application. (Prototypes have been divided into two sets of screens to enable iterative feedback.)			
Organize and deliver work products and provide other services to make the RFP clear and informative. Streamline and support RFP process to ensure that vendors have the data they need to deliver accurate and consistent bids, leading to creation of an application that is maximally effective and an efficient use of state money.	22. RFP Requirements	12, 15	Enterprise Architect Solution Architect Solution Owner

Below is a summary of deliverables & requirements to be provided by phase.

PHASE	#	DELIVERABLES	REQUIREMENTS MET
Definition	1	Vision & Scope Document	1, 2, 3, 13
	2	Project Charter	14a
	3	Project Plan	13, 14b
Analyze & Execute	4	Personas and Current State Journey Maps	4, 5, 7
	5	Current State Process Flow Diagram (in the form of a Service Blueprint)	4,5,6,7
	6	Current State Enterprise, Solution and Data Architecture Diagrams	6
	7	Current State Data Flow Diagrams	6
	8	Technical Gap Analysis Report	6, 8, 10
	9	User Research & Analysis Report	4, 5, 7, 8
Propose Future State	10	Implementation Backlog Draft (Epics & Features)	10, 12, 15
	11	Vendor Cost Estimation	11, 15

PHASE	#	DELIVERABLES	REQUIREMENTS MET
	12	Target State customer journey map	5, 7, 8, 9, 13
	13	Target State Process Flow Diagram (in the form of a Service Blueprint)	10
	14	UI Prototypes (Set 1)	9, 10
	15	Target State Enterprise Architecture	10
	16	Target State Solution Architecture	10
	17	Target State Data Flow	10
	18	Target State Infrastructure (Technical) Architecture	10
Finalize & Support RFP	19	Implementation Backlog Final (Prioritized)	10, 12, 15
	20	Product Roadmap	12, 13, 15
	21	UI Prototypes (Set 2)	9, 10
	22	RFP Requirements	12, 15

E. Project Facilitation

The Contractor must:

- 1) Utilize virtual platforms to facilitate hybrid or fully remote collaboration, meetings, and trainings such as Microsoft Teams, Google meetings etc., as well as virtual tools for documentation purposes (creation, collaborative editing, sharing, storage, etc.) such as Microsoft Office, Microsoft Teams, Microsoft SharePoint, and Miro boards.
- 2) Conduct in-person facilitated discussion as determined by the State.
- 3) Utilize an Agile Scrum methodology approach to define scope up-front with key stakeholders, and to allow for flexibility and re-prioritization of work.
- 4) Document, escalate and remove barriers to achieve objectives.

2. Service Requirements

A. Timeframes

All Contract Activities must be delivered within six (6) months, from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

The specific start and end dates will be dependent on the contract start date. All requirements are expected to be delivered in an estimated 22 weeks (about 5 months) as per the timeline illustrated below.

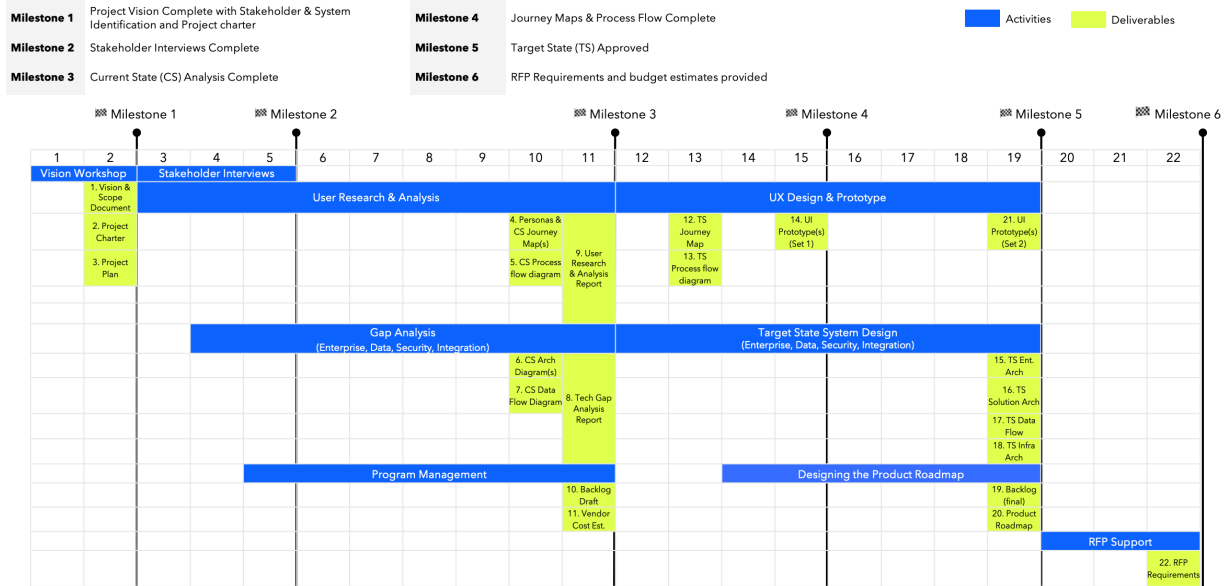


Image: Contractor’s proposed engagement timeframe

Key Assumptions:

The timeline above is driven based on the assumptions below and the number of identified SMEs and vendor partners in SCHEDULE A, SCOPE 5b.

Contractor assumptions include:

1. Phase 1 – Definition:

- a. Identified set of stakeholders for Project vision workshop.
- b. 10-12 Users will be identified for interviews.
- c. 6-10 Stakeholder interviews will be conducted which span the 10-18 SMEs organized by the 5 modules indicated in the SCHEDULE A, BACKGROUND.

2. Phase 2 – Analyze and Execute

- a. Work will be primarily driven in parallel to user and stakeholder interviews.
- b. Key stakeholders are available to review, suggest and approve each of these deliverables.
- c. 3-6 Personas will be created to identify customer behaviors and their expectation of experience.
- d. 2-6 Customer Journey maps will be created depicting how the various persona might interact with the system.
- e. One (1) Service Blueprint will be created to visualize the innerworkings and behind the scenes business process workflows which support the customer journeys.

3. Phase 3 – Propose Target State:

- a. Analyze approximately six (6) current State systems (disparate systems).
 - b. 12-16 applications & Owners (~2x per system) in current state.
 - c. Target groups of Application and capability stakeholders will be identified by the State.
 - d. Future State Process Flow Diagram will be in the form of a Service Blueprint.
 - e. 2-3 Future State Journey Maps will be created.
 - f. First set of UI Prototype will consist of 10-12 UI pages will be created to visualize any internal and external interfaces that are necessary for collections business processes.
4. **Phase 4 – Finalize and Support RFP**
- a. Second set of UI Prototype will consist of 10-12 UI pages.
5. Master Document Repository will include all deliverables produced during the project.

3. Acceptance

There are no additional Acceptance criteria for this tier-two solicitation.

4. Staffing

A. Contractor Representative

Please note: All other Original Contract Requirements Apply.

Contractor Representative Name: Melissa Holland

Contractor Representative. Phone Number: 517-974-7249

Contractor Representative Email Address: Melissa.Holland@slalom.com

Years of Experience with Contractor: 18 years

B. State Agency Program Manager

The State agency Program Manager for each party will monitor and coordinate the day-to-day activities of each individual State agency SOW (each a “**State Agency Program Manager**”):

State:	Contractor:
Jeff Moeggenborg 235 South Grand Avenue Lansing, MI 48933 moeggenborgj@michigan.gov 517-643-5635	Melissa Holland 660 Woodward Ave. Suite 1975 Detroit, MI, 48226 Melissa.Holland@slalom.com (517) 974-7249

C. Customer Service Phone Number

The Contractor must confirm its phone number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

(517) 974-7249

D. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time.

E. Key Personnel

The Contractor must appoint Key Personnel who will be directly responsible for the day-to-day operations of the Contract, (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 4 hours.

Name	Role	Responsibilities	Contract type	Physical Location
Melissa Holland	Key Personnel and Client Director responsible for the State of Michigan	Melissa is a member of the State of Michigan account team and is directly responsible for the success of Contractor’s partnership with the State. She would be responsible for the day-to-day operations of the contract and will respond to State inquiries within 24 hours.	Direct Contract	Detroit, Michigan

F. Contractor Personnel

Please note: All other Original Contract Requirements Apply.

Position (Contractor Personnel to be assigned)	Name	Years of Experience
Contract Representative	Melissa Holland	18
Program Manager	Silvina Diaz*	20
Senior Project Manager	Jennifer Greve*	25
Enterprise Architect	Dev Sarangi*	18
Solution Architect	Sunil Kumar Padmavathy*	15
Solution Owner	Lamya Tawfic*	15
Senior HCD Strategist	Stacie Sheldon*	27
HCD Designer	Matthew Rossana*	10
HCD Strategist	Gina Herakovic*	21

Role	Responsibility
Contract Representative	<ol style="list-style-type: none"> 1. Owns overall accountability for the success of the project and the account. 2. Participates in steering committee meetings. 3. Provides strategic thought leadership and direction to both Contractor and client teams. 4. Handles contracting questions or changes related to the team. 5. Owns overall relationship with client leadership team
Contractor Program Manager	<ol style="list-style-type: none"> 1. Owns overall accountability for the successful delivery of the project. 2. Reviews project status and health with the Product Owner / Executives. 3. Gathers and delivers feedback to the client and project team. 4. Leads/co-leads hybrid, remote or in-person facilitated meetings, leveraging virtual platforms and breakout room functionality. 5. Participates in steering committee meetings as requested. 6. Utilizes interpersonal skills to build rapport and foster team collaboration, as well as manage conflict resolution.
Senior Project Manager	<ol style="list-style-type: none"> 1. Provides day to day leadership and coordination across the multiple workstreams and teams in service of the broader program objectives. 2. Leads/co-leads hybrid, remote or in-person facilitated meetings, leveraging virtual platforms and breakout room functionality. 3. Identifies program continuous improvement opportunities and tunes program processes to bring greater efficiency, including continued movement towards agile ways of working. 4. Builds schedule alignment with programs impacted by current project as needed, creating a high-level future milestone plan. 5. Drives integration across project teams (Contractor, DHHS, vendors), identifies dependencies, and facilitates connection between team members to solution and/or resolve open questions or blockers. 6. Manages documentation for the project (e.g. creation, storage, and sharing).
Enterprise Architect	<ol style="list-style-type: none"> 1. Accountable for client solution delivery and quality from a strategic perspective. 2. Provides oversight and guidance for the technical assessment approach. 3. Works with client's application owners and stakeholders from the technical architecture strategy perspective. 4. Participates in technical planning and reviews. 5. Provides functional expertise to the Solution Architect.
Solution Architect	<ol style="list-style-type: none"> 1. Application engineer and architect for the team, defining the technical direction for solutions. 2. Investigates & validates solutions for technical requirements. 3. Participates in technical planning and reviews.

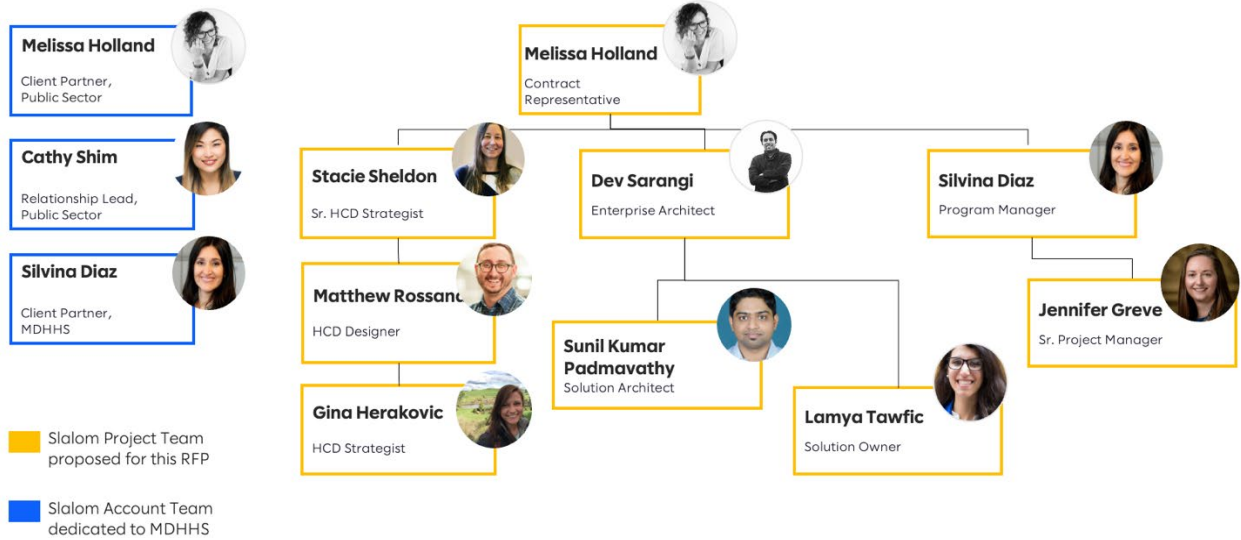
Role	Responsibility
	4. Works with client’s technical architects and engineers to meet technical and interface requirements. 5. Supports client’s Engineering team with solving technical issues.
Solution Owner	1. Owner of the Backlog for the overall project 2. Facilitator and coordinator of team meetings and collaboration tools used by the team. 3. Coordinator with business product owner and other stakeholders regarding progress, blockers, and risks. 4. Ensures a culture of continuous improvement and an environment where the team can be effective. 5. Coaches the team to drive high-quality delivery, and provides agile coaching as needed. 6. Owner of team success metrics.
Senior HCD Strategist	1. Accountable for client solution delivery and quality from an Experience/HCD perspective. 2. Provides deep functional expertise and thought leadership in all aspects of HCD.
HCD Designer	1. Responsible for understanding the customers (Internal/External) needs and behaviors to guide the product design. 2. Collaboratively creates interface prototypes required for an initiative. 3. Guides the interaction, usability, and functional design of the product
HCD Strategist	1. Responsible for defining project activities such workshops, interviews, and design. 2. Supports HCD research, providing insight into user needs and injecting user insight into all aspects of the project. 3. Collaborates on interaction, usability, and functional aspects of design work.

**Non-key personnel named in this section will be staffed to the project based on timing of award and start date. In the event someone named is not available, someone with similar expertise and years of experience will be staffed in their place.*

G. Organizational Chart

Please note: All other Original Contract Requirements Apply.

The Contractor’s Organizational Chart for all personnel assigned to the Contract:



H. Disclosure of Subcontractors

Please note: All other Original Contract Requirements Apply

5. Project Management

Original Contract requirements apply for this Section in addition to the following:

A. Agency Reporting

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

- 1) Weekly status reports. Report must include the following:
 - a. Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates.
 - b. Key accomplishments during the reporting period, what was worked on and what was completed during the current reporting period.
 - c. Upcoming tasks planned for the next reporting period.
 - d. Identified issues which are impacting the project and the steps being taken to address those issues.
 - e. Identified new risks and progress in mitigating high impact/high probability risks previously identified.
- 2) At the end of each sprint (as agreed upon by the MDHHS Program Manager), the Contractor must create a Project Snapshot report. These project snapshot connections and reports may include understanding and agreement on ways of working, progress, challenges, and continuous improvement opportunities, among other topics.

6. Service-Level Agreement (SLA)

Original Contract requirements apply for this Section in addition to the following:

No additional SLAs are required for this tier-two SOW.

SCHEDULE B – PRICING

Operational Consulting Services Tier-two: Michigan Collection and Payment Application Discovery (MiCPA)

Original Contract requirements apply for this Section in addition to the following:

Bidders must not exceed the hourly rates identified in their Original Contract Schedule B – Pricing to provide a lump sum fixed price not-to-exceed amount for the tier-two SOW project.

Project Name	Project Cost
Michigan Collection and Payment Application Discovery (MiCPA)	\$1,346,620.00

The Contractor will invoice based on acceptance of milestone completion. Milestones considered for this project include completion of the following milestones within the four project phases (detailed in section 2. A Timeframes):

Milestone	Estimated completed by week:	Fee
Milestone 1: Project Vision Complete with Stakeholder & System Identification and Project Charter	2	\$228,990
Milestone 2: Stakeholder Interviews Complete	5	\$236,915
Milestone 3: Current State (CS) Analysis Complete	11	\$260,690
Milestone 4: Journey Maps & Process Flow Complete	15	\$183,630
Milestone 5: Target State (TS) Approved	19	\$344,580
Milestone 6: RFP Requirements and budget estimates provided	22	\$91,815

Contractor Assumptions & State Responsibilities:

Project Assumptions:

1. The State will ensure key accesses are provided to Contractor team resources at the start of Week 1.
2. Contractor will rely on all decisions and approvals of State in connection with the Services.
3. The Contractor and the State will participate in status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution. To keep the project on track, a response is required within one business day for critical issues. For other issues, a response is required within two business days.
4. All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, a change order will be proposed, and a revised estimate provided.
5. One round of revisions is planned for UI prototypes. The State will provide feedback during the review and supplemental feedback within five business days.
6. Contractor will not be responsible for delays due to the State or State-affiliated third-party resources, including their failure to execute the State responsibilities.
7. Work will be primarily performed remotely.
8. The State will assign State personnel/Program Manager and ensure to the best of its ability that all information provided to Contractor is complete, accurate and current in all material respects, contains no material omissions and is updated promptly and continuously during the engagement.
9. The State will provide the necessary documentation and access to key State technical and business personnel on a timely basis.
10. Contractor is assuming that the current state system analysis will be a high-level assessment and will not document detailed data, enterprise, or integration architectures.
11. Contractor is assuming that documenting a detailed future state data, enterprise or integration architecture is not required to satisfy project requirements.

State Responsibilities:

1. State representatives will be available for a project kick-off meeting within the first week of the contract effective date to ensure Contractor can adhere to Contractor project timeline.
2. The State will provide/facilitate timely access to key subject matter experts, interviewees, and other key personnel to enable effective execution of the work.
3. The MDHHS and DTMB Program Manager and/or designee will be available 1-2 hours a day for the first 5 days of the engagement and as needed throughout the rest of the contract period.

4. Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for Contractor's performance and maintenance of project cadence.
5. Provide complete, accurate and current information and update it promptly and continuously as necessary during the engagement.
6. The State will be responsible for assessing its legal, privacy, security, and regulatory requirements with respect to the MiCPA system and communicate these requirements to Contractor at the start of the engagement. The State will be ultimately responsible for validating that Contractor's proposed requirements for the future solution meet State's requirements (including its compliance obligations under applicable law).



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **230000000173**

CONTRACTOR	Slalom, LLC
	821 2nd Avenue , Suite1900
	Seattle, WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

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

CONTRACT SUMMARY

OPERATIONAL CONSULTING SERVICES – PREQUALIFICATION PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 28, 2023	February 27, 2025	3 - 1 Year	February 27, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,513,068.00	\$507,480.00	\$2,020,548.00		

DESCRIPTION

Effective April 17, 2024, the attached Schedule A - Statement of Work and \$507,480.00 is hereby added to this Contract for DTMB.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on February 13, 2024.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov

SCHEDULE A - OPERATIONAL CONSULTING SERVICES – TIER-TWO STATEMENT OF WORK

Operational Consulting Services: DTMB Organizational Change Management

BACKGROUND

Original Contract requirements apply for this Section, in addition to the following: The Michigan Department of Technology, Management, and Budget (DTMB) is responsible for delivering safe, efficient and customer friendly IT solutions. DTMB spearheaded an initiative to build a modern workplace at the State of Michigan (SOM), making it one of the most innovative, efficient, and responsive state governments. As a result, DTMB's goal is to drive tighter workplace collaboration, modernize legacy systems, and strengthen security. It is crucial that as new solutions are developed or procured for state use, DTMB coordinates with IT and agency partners to ensure agency alignment, support, adoption, and preparedness. Through partnering with our customers, gathering feedback, and end user testing, DTMB can improve the user experience from a customer-focused perspective.

To ensure these solutions are deployed and communicated effectively, DTMB is looking for a vendor to assist with implementing an enterprise organizational change management (EOCM) methodology (including a training and certification program) for changes that impact end users. In order to integrate EOCM within DTMB processes and service delivery, it is necessary to create a unified strategic OCM plan as a guiding methodology. This initiative will help ensure the systems, people, and processes are aligned to best serve our customers and deliver solutions.

SCOPE

Original Contract requirements apply for this Section in addition to the following:

The State is looking for a 1 year contract for this work with 3 1-year options.

The Contractor will work with DTMB and will prepare, facilitate, and document an enterprise OCM methodology and strategy for DTMB. The strategy should include:

- An assessment of the current state.
- A Documented training and certification process that DTMB will use going forward.
- Recommended next steps to implement an enterprise strategy within the current DTMB project management methodology.

To further DTMB's mission and vision, the Contractor shall consider at a minimum the following areas of focus for the strategic plan and enterprise OCM methodology:

- Leadership and Strategy
- Processes and Systems
- People and Culture
- Training
- Communication

The Contractor, in partnership with DTMB, will facilitate workshops and document the methodology and detailed OCM strategic plan in a final report. The methodology used, strategy for facilitation, and post-facilitation activities, will be led by the Contractor and collaboratively developed with DTMB. The workshop(s) will be held at a location determined by DTMB (and may include both virtual and/or in person settings). The Contractor will develop workshop materials in consultation with DTMB and provide an agenda for the workshop(s); document meeting minutes for the workshop(s) and all associated pre/post engagements; draft and finalize DTMB OCM methodology and OCM strategic plan; and provide training and certification process recommendation.

1. REQUIREMENTS

A. General Requirements

The Contractor will be responsible for complying with all the Original Contract Requirements and for providing all Deliverables, Services and Staff to perform the work as indicated below.

The Contractor must:

i) Phase 1 - Design

1. Play a lead role in the planning, facilitation and documentation of the planning process.
2. Involve appropriate internal stakeholders in the planning process, including DTMB. DTMB will determine their internal stakeholders.
3. Ensure the inclusion of diverse voices in the planning activities, remove bias, and stakeholder input through interviews and focused workshops, while using a collaborative approach to setting priorities and mapping the best route to implementation.
4. Perform an assessment of DTMB's change management readiness that builds on DTMB assessments and process improvement work, to date. DTMB will brief on necessary details to meet this requirement, including process mapping, issues and opportunities from past roll outs, and other improvement efforts that have occurred over the past five years.

5. Include training on pre project scoping and methodology to define deliverables for change management project success.
6. Provide metrics to monitor progress of trained professionals to implement change management methodology.
7. Document all deliverables (agenda, facilitation plan(s), etc.) electronically and must assist in reviewing information and inputs to establish additional goals and the identification of informational needs for committee or sub-committee work.
8. Draft an initial plan including stakeholder involvement, process and timeframe of completion.
9. Review the draft written project plan with DTMB and other stakeholders as requested.
10. Develop a customized written plan for facilitation in partnership with DTMB.
11. Submit a draft facilitation plan for the workshop(s) 2 weeks prior to the scheduled sessions to DTMB.
12. Evaluate and assess current DTMB process for projects and governance for relevancy, alignment, status, and potential revision.
13. DTMB will review and approve the final facilitation plan within 5 business days of receiving the draft plan.
14. Incorporate feedback or edits from DTMB that would assist in meeting the desired results to the facilitation plan.

ii) Phase 2 – Delivery

1. Lead the facilitation of the workshop(s) and any necessary work pre or post-workshop required to deliver the strategic plan and OCM methodology.
2. DTMB will provide logistical support (room reservations, equipment and supplies) as requested.
3. Provide facilitated coaching of workshop participants to lead the team to the desired results.

4. Provide copies of all workshop facilitation materials, including any pre-work or post-work follow up, in a modifiable digital format (Microsoft).
5. Materials that support the methodology used for training and certification is owned and tailorable by DTMB. This includes but is not limited to templates, facilitation guides, training, and train the trainer material.
6. The facilitation materials, activities, deliverables, and reports will be a State of Michigan owned product and the State will have rights to use all materials, activities, deliverables, and reports in perpetuity.
7. Document the work of the workgroup. The Contractor must play a lead role in compiling information and input from workgroup members. Contractor must play a lead role in producing a final report with reflects the accomplishments and next steps of the workgroup(s).

iii) Phase 3 – Workshop Activities

1. In partnership with DTMB, the Contractor will evaluate workshop feedback for continuous improvement purposes and identify methodology, strategic plan initiatives, training, and certification edits for future use.
2. Provide a draft report in a modifiable digital format (Microsoft) within 10 business days of the facilitated workshop(s). This will include:
 - (i) Methodology used for OCM process (overview of activities used, results, with facilitation instruction, tips and tricks).
 - (ii) OCM training and certification program to be used by the State of Michigan.
 - (iii) Documentation of next steps and goals, facilitated activity results, additional goals established as a result of the workshop(s), identification of information needed for committee or sub-committee work.

iv) Optional Deliverables

1. Contractor will deliver post training deliverable for the vendor to facilitate a “methodology application/tailoring” workshop. In this session, participants will walk through a recent enterprise roll out and identify what might have been done different if the *Change Agility* OCM method was followed. The session will also identify what actions can/should be applied going forward

to operationalize OCM within DTMB. (Possible outcomes could include updated governance models, revised process maps, section mission impact with possible additions or revision, role definition, etc.)

2. Provide coaching for DTMB change execution.
 - (i) Coaching Approach: Contractor coaches are players/doers. Coaches focus on equipping State employees to operate independently, while providing the agreed upon necessary hands-on support. Coaches will work side-by-side with individuals and/or teams to guide them in applying the State's OCM methodology in order to accomplish their goals.
 - (ii) Coaching support can include, but is not limited to, the following services:
 - 1) Provide guidance to an individual, or team, on application of change methodology, tool use, and/or philosophy.
 - 2) Advise an individual, or team, during project scoping on how to factor in Change Management – this could include how to integrate OCM efforts into an RFP and/or project plan.
 - 3) Application of adult learning techniques to prepare an individual, or team, to lead through change and/or execute change management plans, such as role play and scenario-based learning.
 - 4) Provide guidance to an individual, or team, related to integration of communications and messaging strategy and execution.
 - 5) Facilitate, or guide others on how to facilitate workshops to conduct change discovery, build change strategy, develop change plans, and/or design change tactics.
 - 6) Facilitate, or guide others on how to facilitate, workshops for in-flight project teams struggling with change barriers.
 - 7) Facilitate, or guide others on how to facilitate, a retrospective workshop during and/or after a project.
 - 8) Counsel State leadership on how to lead through change and/or how to be successful in the role of a Change Sponsor.
 - 9) Ad hoc change deliverables review (content and/or delivery preparation)

(iii) Coaching scope will consider a variety of factors, including:

- 1) Number of concurrent projects that need support;
- 2) Amount of support needed for each project; consider:
 - a. Number of workshops and role of coach (e.g., facilitator or facilitator coaching)
 - b. Degree of change impact and complexity of change
 - c. Level of change management experience of individual or team needing support
 - d. Definition of what types of Coaching activities are needed to support project(s), e.g., weekly 1:1 sessions, leaders alignment guidance/prep, deliverable review)
- 3) Assessment of the overlap of project support needed to prioritize adoption of the State's enterprise OCM methodology.

(iv) Contractor requires 10 business days' notice before coaching begins in order to confirm staffing.

3. Conduct quarterly health checks to assess progress against OCM Strategic Plan and recommend targeted refinements or course corrections at an enterprise level. This will enable the team to ensure that *Change Agility* is becoming embedded at DTMB by regularly and proactively taking a holistic and objective snapshot over time, and making adjustments, as needed. Activities will include: analysis of pre- and post- training surveys, conducting pulse checks, select interviews with trainers and other key stakeholders involved in current or recent deployments of *Change Agility*, and a quarterly health check report.

v) Observation

1. Allow DTMB staff to observe and shadow their process for this methodology. This includes the shadowing of pre and post facilitation meetings, observations of planning the activities used for the facilitation session(s), the shadowing of customizing methodology for OCM needs and the post facilitation activities to support the successful implementation of the next steps.
2. Share recommended rollout and best practice tips and tricks with DTMB for successful OCM activities.

Project Deliverables

Project Phase	Deliverable	Key Contributors
Phase 1: Design	Project Plan	Senior Project Manager Project Manager Change Lead
Phase 1: Design	OCM Readiness Assessment	Organizational Strategist Change Lead Change Consultant
Phase 1: Design	Change Agility Training & Facilitation Materials	Change Lead Organizational Strategist Change Consultant Change Agility Certification SMA
Phase 1: Design	Train the Trainer (Learning Lab) Plan	Project Manager Change Lead Organizational Strategist
Phase 1: Design	OCM Strategic Plan (Initial Draft)	Project Manager Change Lead Organizational Strategist
Phase 2: Deliver	Facilitation of Train the Trainer Session(s) (Change Agility Curriculum + Facilitation Learning Lab)	Change Lead Change Consultant Organizational Strategist
Phase 2: Deliver	Workshop Survey Reports/Summary	Change Lead Change Consultant Organizational Strategist
Phase 3: Evaluate & Report	Final Training & Facilitation Materials	Change Lead Change Consultant Organizational Strategist
Phase 3: Evaluate & Report	Final Report	Change Lead Change Consultant Organizational Strategist
Phase 4: Delivery Support & Sustainment	Methodology Application/Tailoring Workshop Summary & Templates	Change Lead Change Consultant Organizational Strategist
Phase 4: Delivery Support & Sustainment	“Health Check” Report & Recommendations	Senior Project Manager Change Lead Organizational Strategist
Phase 4: Delivery Support & Sustainment	Delivery of Project Coaching	Change Lead Organizational Strategist

B. Training

The Contractor must provide the following training:

- a) training will be in person in Lansing, Michigan at a State of Michigan building with an option of facilitating virtually, if appropriate for the audience needs. Training materials will be electronic.
- b) The Contractor must provide documentation and training materials.

2. Service Requirements

A. Timeframes

All Contract Activities must be delivered within 2 calendar years from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

3. Acceptance

A. Acceptance, Inspection, and Testing

There are no additional Acceptance criteria for this SOW.

4. Staffing

A. Contractor Representative

Please note: All other Original Contract Requirements Apply.

The Contractor must indicate if the Contractor Representative will remain unchanged or if a new Contractor Representative will be assigned to this SOW. Please indicate below:
Contractor Representative Name: Melissa Holland
Contractor Representative. Phone Number: (517) 974- 7249
Contractor Representative Email Address: Melissa.Holland@slalom.com

B. State Agency Program Manager

The State agency Program Manager for each party will monitor and coordinate the day-to-day activities of each individual State agency SOW (each a “**State Agency Program Manager**”):

State:	Contractor:
Heather Frick 320 Walnut St., Lansing, MI 48933 frickh2@michigan.gov 517-243-6727	Melissa Holland 660 Woodward Ave. Suite 1975 Detroit, MI, 48226 Melissa.Holland@slalom.com (517) 974- 7249

C. Customer Service Phone Number

The Contractor must confirm its phone number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST. Customer Service Number 517-974-7249.

D. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST.

E. Contractor Personnel

Please note: All other Original Contract Requirements Apply.

Position (Contractor Personnel to be assigned)	Name
1. Program Manager	Melissa Holland
2. Senior Project Manager	Kerry Wittman
3. Change Lead	Rachel Greenwood
4. Change Consultant	Nicole Pinage
5. Project Manager	Nicole Pinage
6. <i>Change Agility</i> Certification SMA	Julie Jones
7. Organizational Strategist	Jill Kiepura

Assumptions:

- Throughout the duration of the project, the Contractor may utilize additional people with specific subject matter expertise but will not impact the agreed upon fixed fee amount.

F. Disclosure of Subcontractors

Please note: All other Original Contract Requirements Apply
 No Subcontractors will be used for this project.

5. Project Management

Original Contract requirements apply for this Section in addition to the following:

A. Agency Reporting

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

- 1) monthly status updates

6. Service-Level Agreement (SLA)

No additional SLAs are required for this tier-two SOW.

7. Invoice Schedule

Contractor will perform the Services set forth in this SOW in accordance with the mutually agreed upon project timeline. Contractor will invoice the Service Fee per the table below.

Invoice Milestone	Week	Fee Amount	Deliverable
Invoice 1	Week 1	\$19,735.00	Phase 1: Initial Project Plan Delivered
Invoice 2	Week 4	\$79,205.00	Phase 1: OCM Current State Assessment Completed
			Phase 1: Train the Trainer (Learning Labs) Plan Delivered
Invoice 3	Week 6	\$78,470.00	Phase 1: Change Agility Training and Facilitation Materials Delivered
			Phase 1: Initial Draft of OCM Strategic Plan Delivered
Invoice 4	Week 12	\$84,205.00	Phase 2: Train the Trainer (Learning Labs) Completed
			Phase 2: Workshop Survey Report Delivered
Invoice 5	Week 14	\$35,735.00	Phase 3: Final Training Materials Delivered
			Phase 3: Final OCM Strategic Plan Delivered
Invoice 6	CY Quarter 4 2024	\$17,000.00	Phase 4: Quarterly Health Check 1 Delivered
Invoice 7	CY Quarter 1 2025	\$17,000.00	Phase 4: Quarterly Health Check 2 Delivered
Invoice 8	CY Quarter 2 2025	\$17,000.00	Phase 4: Quarterly Health Check 3 Delivered
Invoice 9	CY Quarter 3 2025	\$17,000.00	Phase 4: Quarterly Health Check 4 Delivered
Invoice 10	CY Quarter 4 2025	\$17,000.00	Phase 4: Quarterly Health Check 5 Delivered
Invoice 11	Timing to be determined according to mutually agreed upon project timeline	\$25,130.00	Phase 4: Retro & Simulation Workshop
Invoice(s) TBD	Timing to be determined according to mutually agreed upon coaching scope and timing	\$100,000.00	Coaching
Total Fees		\$507,480.00	

SCHEDULE B – PRICING

Operational Consulting Services: DTMB Organizational Change Management

Original Contract requirements apply for this Section in addition to the following:

Project Name	Project Cost for Required Scope	Project Cost Including Optional Deliverables
Year 1	\$297,350 + Based on optional deliverables selected	\$297,350 required scope + \$34,000 [<i>quarterly health checks (2)</i>] + \$25,130 [<i>retro & simulation workshop (1)</i>] + Coaching TBD [<i>see pricing table below for monthly rates</i>] Total: \$356,480
Year 2	-	\$51,000 [<i>quarterly health checks (3)</i>] + Coaching TBD [<i>see pricing table below for monthly rates</i>]
Option Year 1	-	Coaching TBD [<i>see pricing table below for monthly rates</i>]
Option Year 2	-	Coaching TBD [<i>see pricing table below for monthly rates</i>]
Option Year 3	-	Coaching TBD [<i>see pricing table below for monthly rates</i>]

- In-Project Coaching, As Needed**

Below are the monthly costs associated with each level of coaching support. Decision on coaching level support will be mutually agreed upon prior to initiation of said support.

Coaching Level	Monthly Cost
Light	\$12,275
Moderate	\$26,375
Heavy	\$45,700

Additional coaching and support can be scoped as needed outside of the pre-determined coaching level structure above. Scope will be mutually defined & agreed upon prior to any work initiating, and Contractor will estimate fees following the hourly rates per the original Contract.

Coaching Scope Examples

Example 1: Individual coaching for change practitioner – focused on one project/initiative	
Level of Support	Light
Context	A mid-sized, straight-forward change initiative is about to start (or underway) and needs targeted support to ensure successful planning and/or delivery of change plan & activities.
Type	Individual & Team Change Management Project Support
Example Activities	<ul style="list-style-type: none"> • 2 two-hour change workshops – facilitation and coaching State employee on preparation & next steps • 4 one-on-one sessions for an individual to seek guidance on change approach or barriers • 3 project team presentation/conversation to upskill and build alignment on change management approach and methodology • 1 retrospective – facilitation and coaching State employee on preparation & next steps

Example 2: Coaching for individual leaders across multiple change initiatives	
Level of Support	Light
Context	DTMB is undergoing multiple change initiatives of varying sizes and select leaders would like support on how to maintain alignment and lead through change
Type	Leadership Change Management Project Support
Example Activities	<ul style="list-style-type: none"> • 2 two-hour leadership alignment change workshops – facilitation and coaching State employee on preparation & next steps • 10 one-on-one sessions for a leader to seek guidance on leading through change or barriers

Example 3: Individual & team coaching – applied to complex change initiative	
Level of Support	Moderate

Context	A large, complex change initiative is about to start (or underway) and needs individual and team support to ensure successful planning and/or delivery of change plan & activities.
Type	Individual & Team Change Management Project Support
Example Activities	<ul style="list-style-type: none"> • 4 two-hour change workshops – facilitation and coaching State employee on preparation & next steps • 8 one-on-one sessions for an individual to seek guidance on change approach or barriers • 6 project team presentation/conversations to upskill and build alignment on change management approach and methodology • 2 retrospectives – facilitation and coaching State employee on preparation & next steps • 4 change sponsor advisor sessions with project sponsor and/or associated State leadership • Select change deliverables/content review

Example 4: Individual coaching for change practitioner, team, and leadership across several concurrent projects	
Level of Support	Heavy
Context	Three change initiatives of mixed size and complexity are about to start (and/or are underway) and need comprehensive support to ensure successful planning and/or delivery of change plans & activities.
Type	Individual & Team Change Management Project Support
Example Activities	<ul style="list-style-type: none"> • 8 two-hour change workshops – facilitation and coaching State employee on preparation & next steps • 10 one-on-one sessions for an individual to seek guidance on change approach or barriers • 12 project team presentation/conversations to upskill and build alignment on change management approach and methodology • 3 retrospectives – facilitation and coaching State employee on preparation & next steps • 6 change sponsor advisor sessions with project sponsor and/or associated State leadership • Select change deliverables/content review

Contractor Assumptions & State Responsibilities Assumptions

- Contractor may leverage content and materials it has independently developed as part of its own Change Agility training program (“Contractor Materials”) to help develop a program tailored to DTMB’s needs. While DTMB will own and have the ability to modify all materials that we produce as part of the engagement (“Work Product”), nothing shall be considered an assignment or transfer of exclusive rights to the Contractor Materials. To the maximum extent necessary for DTMB to exercise its rights in the Work Product, Contractor hereby grants DTMB a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and license to use any Contractor Materials incorporated in and required for DTMB’s use of the Work Product
- The Contractor will leverage their existing OCM methodology (Change Agility) and training curriculum and tailor for DTMB based on learnings from the current state analysis conducted and feedback from DTMB, so that it enables the OCM strategic plan.
- The State will provide timely access to, and make available, internal stakeholders and other key personnel as required during the course of the project to ensure that mutually agreed timelines and goals for this Direct Solicitation are met. This includes ensuring the initial cohort of Trainers is available in the mutually agreed upon training schedule.
- The project sponsors should be available 1-2 hours a day for the first 5 days of the engagement, and as needed throughout the remainder of the engagement.
- The State team will be available at a mutually convenient day and time for project meetings related to this Direct Solicitation (e.g., kick-off meeting)
- All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, a project change notice will be proposed, and revised estimate provided for approval.
- The State will provide promptly such information, documentation, decisions, and assistance as requested or necessary for Contractor’s performance and maintenance of project cadence.



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

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 230000000173

CONTRACTOR	Slalom, LLC
	821 2nd Avenue , Suite1900
	Seattle, WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

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

CONTRACT SUMMARY

OPERATIONAL CONSULTING SERVICES – PREQUALIFICATION PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 28, 2023	February 27, 2025	3 - 1 Year	February 27, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		February 27, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$297,400.00	\$1,215,668.00	\$1,513,068.00		

DESCRIPTION

Effective April 9th, 2024, the attached Schedule A - Statement of Work and \$1,215,668.00 is hereby added to this Contract for MDHHS.

Please note the Contract Administrator has been changed to Adam Ashley
 ashleya2@michigan.gov
 (517) 855-1376

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on April 9th, 2024.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Adam Helm	517-284-7086	HelmA3@michigan.gov
DTMB	Heather Frick	517-243-6727	frickh2@michigan.gov
MDHHS	Pratin Trivedi	517-334-6560	TrivediP@michigan.gov

SCHEDULE A – OPERATIONAL CONSULTING SERVICES STATEMENT OF WORK

DHHS - Child Support Program Change Readiness

BACKGROUND

Child Support Program Background

Congress enacted Title IV-D of the Social Security Act, creating the child support enforcement program and the federal Office of Child Support Services (OCSS) in 1975. The program's purpose is to locate non-custodial parents (NCPs) along with their income and assets, establish paternity, establish, and enforce court-ordered support for children, and collect and disburse child support payments. OCSS oversees state program administration of the program and administers federal funding.

State Title IV-D Child Support Agencies manage and operate child support programs. The Michigan Department of Health and Human Services (MDHHS), Office of Child Support (OCS) is the Michigan IV-D agency. The Michigan Child Support program provides child support services for approximately 750,000 cases where both parents don't live with their children. Certain Michigan IV-D child support activities are shared between program partners, including Prosecuting Attorneys (PA), Friend of the Court (FOC) offices and OCS Operations. These program partners work together in a collaborative manner to provide services to families.

The vision and mission of the Michigan Child Support program is to engage parents to improve children's lives. The program tries to do this through a family-centered, holistic approach by promoting healthy relationships between parents and children and empowering parents to fulfill their financial obligations to their children.

The Michigan Child Support Enforcement System (MiCSES) has been implemented through the cooperative efforts of MDHHS, the Michigan Department of Technology, Management & Budget (DTMB), the PAs and FOCs. MiCSES is the federally certified, single, statewide, child support case management and payment processing system for Michigan and is used in all components of the Michigan IV-D program. The system also provides necessary interfaces with both state and federal agencies. The system was certified in 2003 and has been enhanced since then via an outsourced maintenance, operations, and enhancements initiative. The system is currently being refactored from an Oracle Forms user interface (UI) to a Java UI. The database is Oracle.

[MiChildSupport](#) is a public, secure website that participants within the child support program use to apply for child support services, view information about their existing child support case(s) and determine child support obligation amounts.

Michigan Child Support Organization

The inter-relationships with the multiple-agency composition of the child support program are reflected in more detail below:

Michigan Department of Health and Human Services (MDHHS)

MDHHS, through OCS, is responsible for the administration and strategic oversight of the child support program, including IV-D policy and program development and MiCSES. MDHHS has Cooperative Reimbursement Program (CRP) agreements with county governments for FOC and PA offices to establish and enforce IV-D child support cases. The CRP provides local offices with state and federal funding for child support services and requires local offices to abide by federal and state IV-D policies and regulations.

The following MDHHS agencies have numerous points of integration with the Child Support program and serve many of the same constituents and families.

Office of Child Support (OCS)

OCS is the designated Michigan IV-D agency and administers the statewide child support program within MDHHS. Operationally, OCS performs case intake and administrative enforcement functions and includes the Michigan State Disbursement Unit (MiSDU) which is responsible for the centralized receipt and disbursement of child support payments in Michigan.

Children's Services Administration (CSA)

MDHHS is the agency recognized by the U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF) as responsible for administering federal child welfare programs under Titles IV-B and IV-E of the Social Security Act. CSA is located within MDHHS; the child welfare human services programs and services in Michigan functions as a State-supervised and administered program. CSA supports Michigan's children, youth, and families by partnering with them to help them reach their full potential and ensure their safety, permanency, and well-being.

Economic Stability Administration (ESA)

The State's Family Assistance agency is located within MDHHS; Assistance for needy families is directed by the four purposes outlined in Section 401 of the Social Security Act:

- Allow children to be cared for in their own homes or in the homes of relatives;
- End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- Prevent and reduce the incidence of out-of-wedlock pregnancies;
- Encourage the formation and maintenance of two-parent families.

State Court Administrative Office (SCAO)

Michigan SCAO under the Michigan constitution has oversight responsibility for all trial courts throughout the state. The Friend of the Court Bureau Division (FOCB) within SCAO, provides support to local FOC offices. SCAO is also responsible for the federally required child support formula used to set support amounts.

Michigan Department of Technology, Management, & Budget (DTMB)

DTMB is responsible for managing the State's information technology resources. DTMB has had inter-agency agreements with MDHHS to provide data center, network, technical infrastructure services, and software application support for the MiCSES project. DTMB's primary role is responsibility for MiCSES hardware operations, connectivity and MiCSES software maintenance and support.

Friend of the Court (FOC)

The office of the FOC was created by statute in 1919. Approximately 1,380 professional users work within Michigan's FOC offices serving all 83 counties. The FOC is the child support operational division of the circuit court, and the director is appointed by the chief judge of that circuit. OCS contracts with local county governments for IV-D child support services through CRP contracts. The FOCs represent the majority of professional users of MiCSES and are responsible for processing court orders; and investigating and enforcing support, custody, and visitation orders. In some counties, the responsibilities of the Prosecuting Attorney (see below) are administered and performed by the FOC; these counties are called "combined counties."

Prosecuting Attorney (PA)

The Prosecuting Attorney is an elected county official statutorily responsible for filing complaints for orders of support and other related court actions. Approximately 164 professional users work within Michigan's PA offices serving all 83 counties. The PA or an assistant prosecutor employed by the local county will initiate and conduct court proceedings to establish paternity and a support order on behalf of the child support program. OCS contracts with local county governments for IV-D child support services through CRP contracts.

Child Support Vision for the Future

The Michigan Child Support Program is intentionally working toward building an inclusive culture, advancing racial equity in its policies and processes, and creating a family-centered child support program that works toward winning compliance rather than enforcing compliance. To realize its vision, significant changes in its current culture and practices must be achieved, and a system modernization path will follow suit.

Some of the things that have been completed to support this culture shift include the following:

- Created customer journey maps of the program and recommendations for moving towards a more virtual service delivery model.
- Implemented an Equity Impact Assessment process and created a Community Advisory Council which meets monthly.
- Reviewed and updated its strategic plan to include operating principles focused on family experience.
- Defined how the organization performs on a continuum from control/compliance oriented to performance/service oriented.

- Participated in the Michigan Action Plan for Father Involvement consortium to work with and learn from organizations supporting fathers.
- Created an anti-racism transformation team for the program.
- Integrated Human-Centered Design methodology into policy and system development.

The current Child Support Program’s strategic plan can be found in Attachment A.

An executive summary of the Child Support Program’s Organizational DNA analysis can be found in Attachment B.

The adopted [Equity Impact Assessment](#) can be found in Attachment C.

While the child support program in Michigan wants to help families achieve well-being and self-sufficiency, there are disparate outcomes for families of color when it comes to collections, debt, and paternity establishment. Future efforts to improve families’ self-sufficiency and help break the cycle of poverty must necessarily confront the structural racism inherent in the current system. The Child Support Program will be defined as an organization that advances equity and inclusion for all participants.

SCOPE

Original Contract requirements apply for this Section, in addition to the following:

OCS seeks a contractor to assist in determining direction, building consensus, and assessing the Child Support Program’s (the Program) readiness for change. The Program has recently completed a strategic planning session, an Organizational DNA assessment and several other culture initiatives as described earlier and referenced in Attachments A, B and C and is preparing for a transformational change in the future. There are several bold recommendations resulting from the organizational DNA which OCS program leadership is seeking to explore. Program leadership would also like to assess the level of support for these changes from key stakeholders across all areas of the child support program. The future state of the Michigan Child Support Program will impact business processes, roles and responsibilities, policy, training, state law, and IT system changes. The level of impact will need to be properly assessed to determine feasibility and to inform Program and MDHHS decision makers.

1. Requirements

1.1. General Requirements

The Contractor will be responsible for complying with all the Original Contract Requirements and for providing all Deliverables, Services and Staff to perform the work as indicated below.

A. Define the Change

The Contractor must:

Perform research and discovery to define the organizational change that aligns the Program most closely with the Child Support Vision.

1. Confirm the child support operating principles and assess stakeholder understanding. Stakeholders include but are not limited to the following:
 - a. MDHHS Human Services Program Representatives; to include child support, Temporary Assistance for Needy Families, Medicaid, and Foster Care programs' representatives.
 - b. OCS managerial and executive staff.
 - c. OCS administrative staff, including policy, training, financial, and evaluation staff.
 - d. OCS Operations staff.
 - e. Prosecuting Attorney Child Support Office Staff.
 - f. Prosecuting Attorneys Association of Michigan.
 - g. FOC, including staff and association board.
 - h. PA and FOC User Groups.
 - i. State Court Administrative Office (SCAO).
 - j. DTMB IT Support staff (including contractors) for MiCSES and MiChildSupport.
 - k. Participants and parents, leveraging the Community Advisory Council.
2. Interview stakeholders to understand and document their definition of the change required to align the Program with the Operating Principles.
3. Perform an analysis of any discrepancies in the various stakeholders' definition of the change required for the Program.
 - a. Identify any 'themes of change' that may exist in various stakeholder's opinions about the level, amount or need for change required for the Program.
 - b. Present a summary of the gap in understanding of the change required to achieve the Vision.
4. Based on the output of 1.1.A.3, as appropriate, document the definition of the change agreed upon among stakeholders to include the organizational change identified in 1.1.A.3. This analysis must include and address impacts to the following areas:
 - a. Business process.
 - b. Policy.
 - c. Technology.
 - d. Legislation.
 - e. Stakeholder roles and responsibilities (e.g., a responsibility assignment matrix, such as a Responsible, Accountable, Consulted, Informed (RACI) chart).
5. Translate the Michigan's Office of Child Support's vision and operating principles into what it means to each stakeholder group as the next step in defining the change, so that stakeholders can understand what they are willing and able to do to realize the vision, as well as what else needs to change to enable the change to take place (i.e., structure, process, policy, technology).

6. Confirm situational awareness and establish critical change infrastructure, and then expand engagement to broader outreach to inform the first draft definition of change.
7. Collaborate with OCS and address the following activities:
 - a. Confirm quantifiable measures of success.
 - 1) Confirm which metrics will be used as leading and lagging indicators of success, establish baselines, and develop preliminary targets.
 - 2) This initial set of metrics must be used in subsequent activities as the basis for criteria to evaluate constructive / destructive behaviors and develop and assess potential solutions.
 - b. Confirm Stakeholder Ecosystem, Members, and Key Influencers
 - 1) Establish personas for key stakeholder groups and create membership rosters to inform the research plan and consensus building plan.
 - 2) Identify the key program influencers ('mavericks') to target for inclusion in the change coalition – these are individuals who are committed to the vision but are also willing to tell you what you need to hear to achieve it, as well as potentially have their minds changed on how to get there.
 - c. Define and enlist a Steering Committee and Change Coalition and create the infrastructure for change. The Contractor will define and mobilize two bodies early on: Steering Committee and Change Coalition.
 - 1) The Steering Committee acts as the stewards of the vision and operating principles and would be the steering body to guide the definition of change and direction of the consensus building. The Contractor must assist OCS to identify key leaders to be included to provide representation across stakeholder groups, define and ratify the charter, and mobilize membership.
 - 2) The Change Coalition is the network of key influencers and converted *mavericks* who will act as authors of defining what the vision and operating principles look like in practice, *catalysts* who will encourage participation in the change, and *persuaders* who will listen to and influence each other and people across stakeholder groups to refine the definition and ultimately continue to drive the change forward well beyond this initiative. Through the stakeholder analysis activities, the Contractor must work with OCS to identify candidates for this group, define and ratify the charter (and relationship to the Steering Committee), and mobilize membership.

As the Contractor engages and mobilizes these change-leading bodies, the Contractor must activate the research methods described below to gather perspective on current state and what it would take to get to the desired future state, as well as enlist them into 'the cause'.

In the second half of this phase, the Contractor must expand engagement and outreach to broader members of the stakeholder ecosystem. The goal is to establish the baseline translation of operating principles into what it means to them in practice, what they believe they need to change, and what else they believe needs to change to put the principles into practice.

8. Planning Research

- a. Follow a rigorous methodology for research based on its experience-led approach to strategic alignment.
- b. In this stage, the Contractor must define the combination of what information to collect, from whom, and the best way to capture it.
 - 1) Directly connect with key and prioritized stakeholders (representative sample) within the research timeframe and supplement those rich interactions with surveys to capture an even broader representation of quantitative and qualitative input.
 - 2) Solicit OCS input in determining where to invest the direct connections (in-person or virtual) vs. survey methods based on an analysis of the stakeholder ecosystem and research conducted in completed or in-progress OCS HCD transformation projects.
- c. Consider research focus areas including but not limited to:
 - 1) How stakeholders see their role in supporting children and families today?
 - 2) What friction points stakeholders see that ultimately harm families or decrease support?
 - 3) What risks for inequity or bias stakeholders see if any?
 - 4) Stakeholders' priorities related to supporting children and families.
 - 5) How success in their stakeholder role is measured and the incentives they see?
 - 6) What the operating principles look like 'in practice' in their stakeholder role?
 - 7) Their willingness to adopt new behaviors to support the vision and operating principles. What would need to change for stakeholders for them to support the OCS vision and operating principles?
- d. The Contractor's participant selection process must:
 - (a) Include attention to power structures, under-represented populations, and systemic bias to strive for equitable representation.
 - (b) Highlight gaps and recommend actions to address them whenever possible.

- (c) Reassess and address representation and potential for bias based on actual participation while conducting research.

9. Conduct Research

- a. Communicate with stakeholders to set the stage for the upcoming participation request—reconnecting to the vision, reaching out to hear from them, and leveraging key influencers to encourage participation.
- b. Actively manage participation and overall progress of the research to quickly address any delays – live or via survey.
- c. Design, test, launch, and monitor any surveys during this time.

10. Synthesize Overall Research

- a. Regularly review results of research while actively conducting it to monitor quality of insights gained.
- b. Begin to identify patterns or themes in the research, while refraining from drawing conclusions prior to completion of the research to avoid skewing interactions or interpretation of responses.
- c. For qualitative information, affinity group the data into key findings and insights.
- d. For quantitative responses, analyze and incorporate key findings and insights in the overall summary.
- e. If appropriate, the Contractor may create new (or refine existing) personas representing stakeholders based on this research to be used in future activities.

11. Drafting Initial Definition of Change

- a. Draft the initial definition of change based on qualitative and quantitative stakeholder input.
- b. Reflect the range of definitions of change across the Child Support program stakeholders.
- c. Represent the commonalities, as well as the variations in what the change means / is required to establish a baseline.
- d. Use this variety of perspectives in future activities to support efforts to create awareness of other stakeholders' experience and build empathy to inspire holistic solutions and willingness to change.

12. Stakeholder Identification / Mapping:

- a. Create a Stakeholder Impact Radius to visually map the perceived level of change impact to Stakeholder Groups in the existing ecosystem. This process informs the research plan and helps identify the right people for the Steering Committee and Change Coalition.
- b. Revisit the Impact Radius and Stakeholder Analysis throughout the engagement to validate and adjust as the Contractor conducts research and aligns on the definition of change.

13. Steering Committee and Change Coalition Design & Mobilization

- a. Guide the State through a defined process to identify Steering Committee and Change Coalition members to build balanced, representative teams that bring a range of perspectives.
- b. Once the team members have been invited and confirmed, start each team by aligning on a team charter to clearly define the purpose of the team, the role they'll play, and what success looks like.

14. Research Plan

- a. Establish a research plan which clearly sets out objectives and details the logistics.
- b. Use multiple research techniques to touch the largest cross-section of stakeholders possible without sacrificing depth of understanding.
 - 1) Use Surveys and a combination of remote and in-person interviews to go both broad and deep in gathering data and laying the groundwork to build consensus by ensuring stakeholders feel heard and included.
 - 2) Focus on the most relevant methods to the task at hand in each of the primary research dimensions: *Qualitative, Quantitative, Internal, Contextual*. The visual below shows the research techniques the Contractor must draw from:











	QUALITATIVE RESEARCH	QUANTITATIVE RESEARCH	INTERNAL KNOWLEDGE	CONTEXTUAL RESEARCH
Goal	Why Explore & define	What Analyze & conclude	Baseline Assess & validate	How Complement & compare
Methods	 1-on-1 Interviews  Observation  Focus Groups  Contextual Inquiry	 Surveys  Concept Testing	 Client Artifact Review  Internal Stakeholder Interviews	 Desk Research (Analyst Reports & Data Banks)  Social Media Scan
Best Uses	<ul style="list-style-type: none"> Defining customer/ stakeholder problems Developing approach to solve a problem Digging into underlying issues "Voice of the Customer" 	<ul style="list-style-type: none"> Understanding scale or degree of customer problems or preferences Making projections relative to larger populations 	<ul style="list-style-type: none"> Comparing research results to established baseline Assessing customer-centricity Developing service blueprints 	<ul style="list-style-type: none"> Informing market strategy Defining differentiators and competitive advantage Learning from peers and mitigating potential risks
Approach	<ul style="list-style-type: none"> Take caution to prevent biases Engage specialized research partner or Slalom SME if delivery team has limited experience in qualitative methodologies 	<ul style="list-style-type: none"> Determine whether sample size needs to be statistically significant and interpret / frame findings accordingly 	<ul style="list-style-type: none"> Avoid leading questions in stakeholder interviews Understand context and how artifacts have been used or shared across the org 	<ul style="list-style-type: none"> Focus on relevant industries Compare "apples to apples"

Image: Details and techniques pertaining to the four research dimensions – Qualitative, Quantitative, Internal, and Contextual

15. Interviews, Focus Groups, Ethnographic Research, and Surveys

- a. Conduct direct conversations with stakeholders using a range of formats to meet them in the ways that are most conducive to encouraging their active participation, by ensuring the interactions are convenient and aligned with their ways of working. This will include:
 - 1) Group discussions and one-on-one interviews
 - 2) Phone, video, and in-person interactions
- b. Create surveys to get at key questions of awareness, perception, points of friction, priority, and measuring success.

- c. Allow participants the chance to set their level of engagement with the process and ability to protect their anonymity so they can speak candidly.
16. Provide the following Deliverables for Defining the Change
- a. Stakeholder map / matrix which confirms the overall OCS Program ecosystem of stakeholders. This will be used to:
 - 1) Define the Steering Committee and Change Coalition.
 - 2) Create a set of statistics related to the individuals connected with to track the variety of backgrounds and perspectives that are represented.
 - 3) Reflect how the Steering Committee and Coalition members' representation spans these groups.
 - b. Report of research findings and analysis. This is a summary report of the qualitative and quantitative results and insights from the preliminary research focused on: understanding current state of stakeholder experiences; baseline level of awareness, readiness, and willingness to change to support the vision and operating principles; and themes of alignment / misalignment across stakeholder groups in their definitions of change required to achieve the vision.
 - c. First draft definition of organizational change. This is an initial definition of change, as currently held by Child Support Program stakeholders. This includes representation of the anticipation of the plurality of definitions of change expressed and outlines an initial draft of potential avenues for action to align the roles, processes, technology, policies, legislation, and other aspects to achieve the vision.

B. Build Consensus Towards Change

Given the anticipated degree of difference among stakeholders' agreement on the degree of change required to achieve the Child Support Vision and OCS' assessment of the results of the analysis performed in the activities of Section 1.1A. Define the Change, the Contractor must conduct Consensus Building activities to close the gaps among the stakeholders' understanding of the change required. The Consensus Building activities must include but are not limited to the following:

- 1. Employ various consensus building methods, frameworks, and tools to come to consensus on the change needed.
- 2. Provide a summary of consensus building activities and the result.
- 3. Document the definition of change as achieved via consensus among stakeholders to include the organizational change identified including impact to the following areas:
 - a. Business process.
 - b. Policy.
 - c. Technology.
 - d. Legislation.
 - e. Stakeholder roles and responsibilities (e.g., a responsibility assignment matrix, such as a RACI chart).

In this phase the Contractor must

- f. utilize the previously defined change coalition to get people to come to the table for idea generation, prioritization, and refinement.
- g. strive for stakeholders to feel a sense of belonging and contribution, and to see their voice reflected back.
- h. utilize Human-Centered Design techniques to build empathy across the various stakeholders.

The Contractor must simultaneously and iteratively build consensus, assess change readiness, and identify the nature of the changes through the following:

4. Draft a family-centered, collective definition of change.
 - a. Create a 'new' definition of change – one that is a collective vision rather than individual.
 - b. Facilitate a series of workshops with the change coalition.
 - c. Evolve and refine the collective definition of change.
 - d. Socialize and test collective definition of change.
 - e. Build buy-in and expand engagement to representatives from across the Child Support Program stakeholders.
 - f. Include opportunities for these participants to have a voice in the creation process as they define the behaviors needed to support the collective definition of change.
 - g. The Contractor may use a combination of the following engagement methods:
 - 1) In-Person Stakeholder Sessions: Sessions hosted within counties / communities to call in local stakeholders for in-person participation in an interactive workshop to listen, learn, and provide input into the refinement and evaluation of the collective definition of change.
 - 2) Virtual Stakeholder Sessions: Similar to the in-person sessions but hosted virtually. Digital tools will be used to facilitate sessions and engage participants even in remote settings.
 - 3) Solutioning Deep Dives: These sessions have the objective of creatively identifying how a challenge area might be addressed using human-centered design and innovation techniques.
 - 4) Stakeholder Surveys: A survey technique to gather quantitative feedback – either in the context of a real-time engagement activity, or as a parallel activity to 'market test' the draft collective definition of change or specific elements of it.

- 5) At approximately the mid-point of this ‘Socialize & Test’ timeframe, the Contractor must:
 - a) Share progress and findings with the Steering Committee,
 - b) Share a second draft definition of change, and validate alignment with overall vision and operating principles, in-progress change readiness insights.
 - c) Propose and agree to any adjustments needed to the remaining engagement activities.
5. Evolving and refining collective definition of change
 - a. Review and synthesize the input from the broad stakeholder engagement activities with the change coalition.
 - b. Develop a refined collective definition of change, including a summary of alignment successes and remaining mis-alignment challenges.
6. Use a selection of the following methods in Building Consensus for Change (to be defined in an agreed upon Consensus Building Plan):
 - a. Format Selection: The Contractor must segment into groups and make format decisions designed to keep the wide swath of stakeholders engaged at a level that is meaningful and unobtrusive while encouraging openness and cross-pollination of perspectives.
 - b. Human-Centered Design Tools: The Contractor must leverage several Human-Centered Design tools to inform an inclusive approach to consensus building. The strategies will be part of an iterative process, including multiple rounds of exploration and refinement. The HCD tools include, but are not limited to:
 - 1) Personas: A fictional representation of a typical or target user of a product. Although a persona is not a living person, they can be described as if they were real. In the best possible world, true personas are created based on research, not assumptions, to represent larger group’s behaviors.
 - 2) Journey Maps: A visualization of the process a person goes through to accomplish a goal. Journey maps visually illustrate stakeholders’ actions, emotions, and thoughts throughout a particular scenario that best suits the need of the person mapping the journey. Journey maps are just a starting point to help identify next steps and are used as part of forming a broader strategy.
 - c. Brainstorming Workshops: With a base of research already collected, gather larger groups with the express purpose of brainstorming to encourage creative and exploratory thinking that is unbounded and additive. Through these workshops introduce improvisational problem-solving to build out potential options to reach OCS’s goals in a space where many different ideas are added without judgement or discussion of

merit and far-reaching, against-the-grain thinking is welcomed.

- d. **Refinement Workshops:** This will be the primary avenue for conducting convergent activities. These workshops will include a mix of in-person and virtual sessions. The number and breakdown of participants will be targeted to encourage active engagement and exposure to various perspectives. The exact number of workshops and scope of focus for each will be determined based on the research gathered. A variety of activities will be included to foster trust and participation, build empathy and awareness of gaps and sensitive populations, and to evaluate and prioritize potential goals, solutions, and tactics.
 - e. **Surveys:** To reach the broadest possible subset of stakeholders, surveys will provide a means to validate and further refine the findings from workshops and keep the broadest possible range of participants in touch and included in the process. This provides an option that will meet some stakeholders where they are—interested enough to want to engage, but potentially less comfortable in group settings or more protective of their time.
 - f. **Outreach:** Incorporate a variety of direct and indirect communication methods to best reach the groups in question, such as tying into established formats (regular organizational meetings, newsletters, etc.), sending direct emails, and potentially other formats identified through the research.
7. **Contractor Deliverables for Consensus Building**
- a. **Consensus building plan.** Outline of the engagement strategy, including initial outreach, opportunities for each participant to control their level of involvement and commitment, limitations on time and effort for stakeholder involvement, touchpoints over time, follow-up, and access to outputs for participants (as agreed upon with OCS and shared with participants early on), interview and survey scripts, and workshop outlines and schedules.
 - b. **Second draft definition of organizational change.** This draft will be the first collective definition of organizational change, as drafted by the change coalition and with initial socialization and testing through the broader stakeholder ecosystem. The intent is to develop this as a mid-point check-in during socializing and testing activities with the steering committee to check alignment and confirm adjustments for remaining engagement activities. This draft will be the collective definition of change, including updated and prioritized actions to align roles, processes, technology, policies, legislation, and other aspects to achieve the vision.

C. Conduct a Change Readiness Assessment

Based on the change confirmed in the activities from Sections 1.1A. Define the Change and 1.1.B. Build Consensus Towards Change, the Contractor must conduct a change readiness assessment as a measure of confidence backed by defensible data and information, assessing the Program’s readiness for the change.

Perform and document an assessment of the organizational drivers that either aid or impede change adoption. The Contractor must:

1. Capability

Assess the Program’s people, processes, technology, physical resources, and organizational systems—and the interactions among them and their readiness, willingness, and ability to deliver a successful implementation, to integrate it into existing business processes, and to realize sustained benefits as envisioned.

2. Commitment

Assess the Program’s resolve to pursue the courses of action involved in change implementation. The Contractor must determine the organization’s ability to apply its capacity to the envisioned change.

This part of the readiness assessment should test the resolve of the organization based on the representative stakeholders involved—from the top leadership to the line managers who will be responsible for daily operations, to external partners and participants, to employees who will need to do the work during and after implementation.

3. Culture

Assess the Program’s organizational culture features that have the most impact on the ability of people in the organization to change. Two primary features that most impact the ability of people in the organization to change are the values and the mechanisms in the organization that have the greatest impact—positive or negative—on implementation and acculturation of the change.

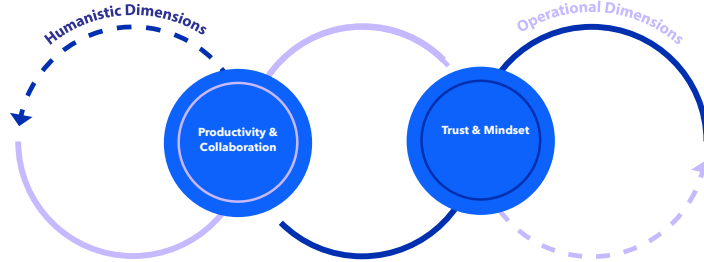
4. Assess change readiness as it researches the various stakeholder perspectives on what the change means to them in the previous phase.

- a. Incorporate change readiness assessments into overall engagement activities with stakeholders.
- b. Simultaneously build consensus and identify the nature of the change.
- c. To address the three pillars OCS seeks to understand status on – culture, commitment, and capability – the Contractor must address the following:
 - 1) Culture Assessment: Identify culture indicators using a survey-based assessment.
 - 2) Commitment Assessment: Capture stakeholders’ position relative to readiness (willingness) to commit to the changes required to achieve the

vision. This will primarily be done in real- or near-real-time assessments in consensus building engagement activities. For In-Person Stakeholder Sessions, the Contractor must use interactive tools (such as Mentimeter) to poll participants during sessions and also use short pulse-checks at the conclusion of sessions; For larger format activities (real time or asynchronous), the Contractor must use digital pulse check activities but the request for feedback may be longer format.

- 3) Capability Assessment: Create a blueprint of services required to support the future family experience (described in the consensus building activities above). Through the subsequent stakeholder sessions, the Contractor must refine what is needed, and at the conclusion of this phase, conduct a focused session, supplemented by additional investigation, to identify the gaps between current and needed capabilities.
 - d. Synthesize the results of each of these dimensions of change readiness assessment individually, as well as consider the insights gained across the dimensions as status of overall change readiness.
 - e. Design and mobilize a 'Change Dashboard' which makes this and other change-related data more accessible and actionable through visualization.
 - f. Review the information on its own or as it connects across dimensions (i.e., for a particular stakeholder group, what are the anticipated changes and what is their current change commitment status?)
5. Leverage its thought leadership and readiness assessment tools related to Culture, Commitment, and Capability, but will tailor the surveys, focus groups, workshops, and facilitated discussions in this engagement to streamline data collection, reduce survey fatigue, and create a positive experience for those engaging in this work.
6. Assess how Child Support Program's organizational culture both aids and impedes the capability and willingness to change through the Contractor's Culture+ framework.

Slalom's Culture+ Framework



Productivity & Collaboration + Human Dimensions

- Ways of working / meeting
- Communication
- Agility
- Innovation / Risk tolerance / Growth mindset
- Autonomy
- Feedback & coaching
- Work distribution & prioritization
- Curiosity & knowledge sharing

Productivity & Collaboration + Operational Dimensions

- Organizational structure, roles & responsibilities
- Knowledge management
- Systems and workspaces
- Team Governance
- Data Governance
- Resources
- Processes and standards
- Decision capability
- Business metrics / measurement
- Learning & development
- Performance management

Trust & Mindset + Human Dimensions

- Psychological safety
- Inclusivity & Diversity
- Authenticity
- Accountability & Integrity
- Conflict navigation
- Customer-centric
- Passion
- Purpose-driven
- Relationship with leadership
- Leadership behaviors

Trust & Mindset + Operational Dimensions

- Mission, vision, and values
- Business strategy/model
- Social impact
- Reward & Recognition
- Recruiting & Retention
- Compensation & Benefits

Image: Slalom's Culture+ Framework

- Build tailored assessment measures to gauge organizational culture readiness on key areas of interest.
 - Collection methods must be a mix of survey (long-form and pulse surveys); and
 - Collection of more qualitative information through the various planned focus groups, workshops and targeted 1-on-1 conversations with stakeholders.
- The assessments and analysis must draw from the dimensions listed above and focus on how the organization's culture impacts the ability and willingness to change, and what shifts need to be made to support the desired changes.
- Organizational Commitment: To assess commitment to change across stakeholders, the Contractor must integrate a set of baseline questions related to understanding and willingness to change into the research conducted as part of Defining the Change. This will establish a starting point to build from in the working sessions and other interventions that are part of Consensus Building.
 - Focus on collaboratively defining behavioral shifts needed with Change Coalition members and then assess willingness to change specific to those new behaviors through facilitated discussions and surveys to get feedback from and across all the impacted groups.

10. Organizational Capability: To assess capability readiness across people, processes, policy, and technology, the Contractor must first define the key capabilities needed to drive effective change.
 - a. Apply learnings from consensus building activities and stakeholder sessions to build a *Capability Matrix*; and
 - b. Identify gaps in an *Opportunity Analysis*, informed by previous interviews, surveys, and a focused working session.

11. Provide the following Deliverables for Change Readiness Assessment:
 - a. Report on Analysis of Organizational Capability. This report will highlight information collected through the methods outlined above. The report will break down the ways people within the OCS ecosystem are enabled or blocked from successfully undergoing or participating in change, focusing on capabilities related to people, process, technology, resources, and systems.
 - b. Report on Analysis of Organizational Commitment. This report will provide an analysis and key findings related to stakeholders' commitment to the initial operating principles, change vision & mission.
 - c. Report on Analysis of Organizational Culture. This report will outline feedback and data collected on the current state of OCS change readiness and culture. The report will include results assessing both human (ways of working, communication, agility, etc.) and operational dimensions (roles and responsibilities, governance, resources, etc.). Additionally, the Contractor will provide recommendations and interventions to address the current state and transition into the desired future state via feedback from the collective visioning processes.

D. Identify The Nature Of Change

A key part of this analysis will be discovery of the nature of the change required to align the Program with the new vision as articulated in Operating Principles provided in Attachment B. The Contractor must draft a definition of the change required to align the Program with the new vision as articulated in Operating Principles. The Contractor must:

1. Perform the following to identify the nature of the change:
 - a. Identify Changes

During the consensus building interactions described above, the Contractor must:

 - 1) Include activities for participants to consider the collective definition of change, reflect on what that means to them, and identify what needs to change within (e.g., skillset, mindset, behaviors, etc.) and outside (e.g., processes, policy, incentives, others' behaviors) of their control, and the perceived significance of those changes.

- 2) For workshops, group stakeholders together to collaboratively identify these changes, and also share back out across stakeholder groups, furthering the shared understanding of each other's experiences.
 - 3) Capture and codify the gaps between the current state of services vs. those needed to deliver on the desired future family experience. These gaps must reflect the nature of changes in areas such as structures, processes, policy, technology, and data.
- b. Synthesize Changes
- 1) Collect and catalog the inventory of identified changes.
 - 2) Add it to the 'Change Dashboard' and reflect the volume and nature of changes, but also highlight any 'hotspots' across stakeholder groups and/or capability dimensions.
2. Use many of the collaboration and assessment techniques described in the 'Building Consensus' and 'Assessing Change Readiness' sections above.
 3. Leverage the data visualization techniques described in the 'Assessing Change Readiness' section above.
 4. Deliverables for Identifying the Nature of the Change
 - a. Incorporate this information into the change readiness report deliverables as well as the updated definition of organizational change.

E. Final Recommendations and Next Steps:

The Contractor must:

1. Provide a final report that summarizes the analysis, recommendations, and the stakeholder's level of acceptance and readiness to absorb this transformational change. At minimum, the report must include:
 - a. A final definition of organizational change.
 - b. A summary of the organization's change readiness.
 - c. Go Forward/Next Steps; including options for a change management approach aimed at specific stakeholders, processes, organization structures, or IT support systems and automation.
 - d. Other recommendations for additional support structures required.
2. Continue to engage the coalition through this phase to refine the final definition of change, as well as to help generate and prioritize recommendations and next steps for the path forward.
3. Continue to guide the group through the process, build buy-in and ownership into every step.
4. Develop the plan to navigate from current to future state (and the supporting change strategy) that is actionable, incremental, and iterative. The actions to move from now to future state will need to consider value and effort, moderating

the pace of change for organizational capacity and capability, and acknowledges external constraints that may impact timing.

5. In the final recommendations and next steps phase, the Contractor must bring all the data collected through research, engagement, and assessments, to recommend a final definition of change (one that is shared across stakeholder groups), clearly articulate change readiness status across stakeholder groups, and propose a path forward. To do this, the Contractor must address the following activities:
 - a. Refine and finalize collective definition of change.
 - 1) Reconvene with the change coalition and review the synthesis of the cumulative data captured throughout the previous phases of activity, particularly the feedback and change identification for the draft definition of change.
 - 2) Work with other key stakeholders to refine and determine a final, collective definition of change.
 - 3) Collaboratively refresh the implications for the future family experience and blueprint of services needed to deliver it.
 - b. Develop proposed path forward recommendations.
 - 1) In continued collaboration with the change coalition, facilitate a review of the capability assessment results, assessment of gaps by impact and difficulty, and prioritization for closing gaps.
 - c. Determine insights from organizational change data.
 - 1) Accumulate the organizational change data in the 'Change Dashboard' from the previous phases and update it with refinements to the definition of change and pace / sequencing of changes.
 - 2) Review the holistic set of data and summarize insights for organizational change readiness, including which stakeholder groups or capability dimensions may have the most significant change, most difficult to change, and how sequencing and pace may help or hurt change intensity.
 - 3) Recommend adjustments to mitigate risks and/or address these risks in the organizational change strategy and plan.
 - d. Develop organizational change strategy and plan.
 - 1) Define the change needs based on the refined, collective definition of the change, and refreshed insights from the organizational change data.
 - 2) Consider the qualitative information gathered regarding pain points, enablers, success metrics, engagement strategies, interventions, use cases, and value boosters as the Contractor develops the overall strategy and targeted, high-impact stakeholder change recommendations.

- e. Leverage its Change Agility framework in applying the insights and learnings from the previous phases into the recommendations and planned next steps.
 - f. Create a lean change strategy that can be tested and refined based on a continuous feedback loop. Elements of the Change Strategy may include but are not limited to:
 - 1) Change Canvas: Single-page visual describing the change, vision, objectives/KPIs, change impacts, enablers/blockers, and high-level change strategy, allowing teams to anchor to the long-term goals of a project.
 - 2) Stakeholder Change Journeys: These change journeys will outline the expected change path by each individual stakeholder group and / or persona. It will illustrate a timeline of events and interventions to highlight their needs, ways to leverage and engage the members, celebrate successes, and resourcing recommendations.
 - 3) Initial Change Backlog: a backlog consisting of activities needed to carry out change, to quantify future change work, assign responsibility and resources. This can be developed in a collaborative tool and used to track what is planned, in process, and completed.
 - 4) Summary of Proposed Success Metrics and Sustainment Strategy: an outline of proposed methods to measure the change success moving forward.
 - g. Recommend adjustments needed to the existing Operating Model related to new ways of working, behaviors, or processes people will use in the future state in order to realize the desired future state.
6. Deliverables for Final Report & Recommendations:
- a. Final definition of organizational change: Updated and refined iteration of the “proposed future” to incorporate all phases of input accumulated throughout each of the previous stages of the project.
 - b. Summary of organizational change readiness: The final report must include a summary of the organizational change readiness assessment and all components and recommended interventions.
 - c. Change Needs & Strategy: Definition of the change needs based on the refined, collective definition of the change, and refreshed insights from the organizational change data.
 - d. Change Plan: Report of “go forward” and next steps for the change strategy, including a change canvas and an initial change backlog.

2. Service Requirements

A. Timeframes

All Contract Activities must be delivered within 15 months from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

3. Acceptance

A. Acceptance, Inspection, and Testing

There are no additional Acceptance criteria for this tier-two solicitation.

4. Staffing

A. Contractor Representative

Please note: All other Original Contract Requirements Apply.

Contractor Representative Name: Melissa Holland
Contractor Representative Phone Number: 517-974-7249
Contractor Representative Email Address: Melissa.Holland@slalom.com

B. State Agency Program Manager

The State agency Program Manager for each party will monitor and coordinate the day-to-day activities of each individual State agency SOW (each a **“State Agency Program Manager”**):

State:	Contractor:
Pratin Trivedi Romney Building 111 S Capitol Ave Lansing, MI 48933 trivedip@michigan.gov 517-334-6560	Melissa Holland 660 Woodward Ave. Suite 1975 Detroit, MI, 48226 Melissa.Holland@slalom.com (517) 974- 7249

C. Work Hours

The Contractor must be available during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST.

D. Key Personnel

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

Melissa Holland will be directly responsible for the day-to-day operations of the Contract, (“Key Personnel”). She is specifically assigned to the State account and will be knowledgeable on the contractual requirements and will respond to State inquiries within 24 hours.

E. Contractor Personnel

Please note: All other Original Contract Requirements Apply		
Position (Contractor Personnel to be assigned)	Description	Name
1. Contract Representative	<ul style="list-style-type: none"> - Source for any contract related questions - Conducts regular checkpoints with OCS program sponsor to review alignment with contract outcomes and objectives 	Melissa Holland
2. Program Manager	<ul style="list-style-type: none"> - Accountable for results and satisfaction - Slalom executive contact for State - Keeps team aligned to State vision - Manages engagement scope and planning - Guides program & project delivery 	Melissa Holland
3. Project Manager	<ul style="list-style-type: none"> - Accountable for One Slalom delivery behavior and project logistics - Manages engagement scope and planning - Primary point of communication with the OCS team - Responsible for State satisfaction - Point of escalation for risks or issues 	Morgan Jenson
4. Change Lead	<ul style="list-style-type: none"> - Responsible for overall change readiness program approach design and execution, including stakeholder engagement strategies, research and experience plans and execution, and change readiness assessment efforts. - Leads synthesis of interactions and information gathered through research to develop insights on change readiness and recommend path forward. - Leads consultant responsible for providing change management and organizational effectiveness support. 	Jill Kieपुरa
5. Organizational Strategist	<ul style="list-style-type: none"> - Provides strategic guidance on organizational change readiness assessment and alignment activities. 	Jamie Hart

Please note: All other Original Contract Requirements Apply		
Position (Contractor Personnel to be assigned)	Description	Name
	<ul style="list-style-type: none"> - Contributes to research synthesis, definition of change reviews and leadership progress meetings. - Provides input into recommendations and readouts. 	
6. Change Consultant	<ul style="list-style-type: none"> - Assists Change Lead in design and execution of stakeholder engagement strategies, assessment execution and synthesis efforts and developing change readiness insights, strategy and plan 	Brittany Nahikian*
7. Experience Strategist	<ul style="list-style-type: none"> - Responsible for guiding the research and experience-oriented project activities, including workshops, interviews, and stakeholder sessions 	Stacie Sheldon*
8. Experience Support #1	<ul style="list-style-type: none"> - Assists Experience Strategist in conducting research and experience-related activities and working closely with OCS and stakeholders 	Julia Beard*
9. Experience Support #2	<ul style="list-style-type: none"> - Assists Experience Strategist in conducting research and experience-related activities and working closely with OCS and stakeholders 	Sush Rao*
10. Delivery Lead	<ul style="list-style-type: none"> - Coordinates standups, retrospectives, status reports, and other project cadence items - Organizes team activities 	Georgiana Adkisson*

Assumptions:

- Non-key personnel (denoted with * in the table above) will be staffed to this project based on availability at contract start date. In the event a non-key personnel is not available, someone with similar expertise and years of experience will be staffed in their place.
- All roles will be filled with individuals who have experience and expertise commensurate with Contractor’s proposal. Contractor will utilize reasonable

efforts to retain and maintain assigned resources throughout this project. Contractor will review resource updates with State as soon as reasonably possible.

- Throughout the duration of the project, the Contractor may utilize additional people with specific subject matter expertise but will not impact the agreed upon fixed fee amount.

F. Organizational Chart

Please note: All other Original Contract Requirements Apply.

The Contractor’s Organizational Chart for all personnel assigned to the Contract:

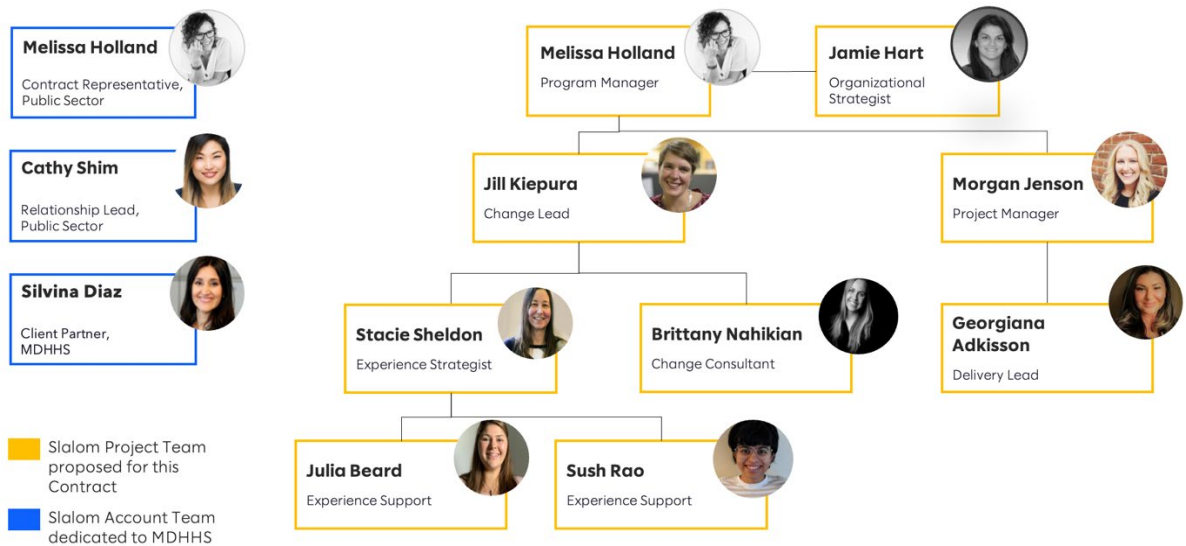


Image: Organizational Chart

G. Disclosure of Subcontractors

Please note: All other Original Contract Requirements Apply

H. Access to Tax Information

It is generally assumed that Contractor will not require access to Federal Tax Information (FTI) in order to perform the Services contemplated herein; however because the child support system contains Federal Tax Information (FTI), to the extent Contractor requires access to the child support system and FTI, the Contractor shall comply with all application security requirements outlined in IRS Publication 1075 including, but not limited to, the requirements detailed in the Safeguarding Contract Language in Attachment D below. Attachment D identifies required fingerprinting and background checks for any staff who will perform services that require access to FTI. See the following links for further information:

- <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

- [Safeguards Program | Internal Revenue Service \(irs.gov\)](https://www.irs.gov)

In addition, the Contractor staff directly accessing the solution and FTI will be required to complete annual OCS and Michigan Department of Treasury security certification and annual security training requirements. Contractors will be required to comply with the Federal Office of Child Support Enforcement Security Agreement requirements and the Michigan IV-D Child Support security policy.

The Contractor accepts and will adhere to Agency Specific standards as outlined in this Section. The State will clearly identify in advance to Contractor whether any of the contemplated services require Contractor to access FTI, and will (i) provide assistance in facilitating the necessary background checks and fingerprinting and (ii) provide Contractor with State-issued laptops that meet the security requirements for handling FTI.

5. Project Management

Original Contract requirements apply for this Section in addition to the following:

A. Project Plan, Key Activities, and Deliverables

The project schedule and plan must be mutually agreed upon and finalized within 14 days of project award.

The Contractor will carry out this project under the direction and control of the Program Manager and coordinated through the project manager.

Activity	Desired Outcomes	Deliverables	Schedule
Program Mobilization & Kickoff.	0. Align on expected outcomes, program schedule, roles & responsibilities, and ways of working	<ul style="list-style-type: none"> • Program Kickoff 	Week 4
Define the change	1. Evaluate organization’s understanding of operating principles and develop common vision of how they translate into real life. 2. Build understanding of current state employee/participant experience and future needs. 3. Identify degree of change required across impacted stakeholders.	<ul style="list-style-type: none"> • Stakeholder map / matrix. • Report of research findings and analysis. • First draft definition of organizational change. 	Weeks 4 - 12

Activity	Desired Outcomes	Deliverables	Schedule
Build consensus towards change	4. Summarize differences of opinion regarding the degree of change or scope of change required to fully adopt operating principles.	<ul style="list-style-type: none"> • Consensus building plan. • Second draft definition of organizational change. 	Weeks 14 - 20
Assess change readiness	5. Summarize organizational and operational requirements to support future state. 6. Summarize stakeholder readiness and potential points of resistance.	<ul style="list-style-type: none"> • Report on analysis of organizational capability. • Report on analysis of organizational commitment. • Report on analysis of organizational culture. 	Week 28
Identify final recommendations and next steps	7. Establish a clear definition of change that can be used to scope further change and business process analysis activities. 8. Identify a prioritized sequence of actions to navigate from current to future state. 9. Determine change strategy and approach.	<ul style="list-style-type: none"> • Final definition of organizational change. • Summary of organizational change readiness. • Change Needs & Strategy • Change Plan. 	Week 32

B. Agency Reporting

1. The Contractor must submit the following written reports to the MDHHS Program Manager by email:

Weekly Status Report. This report must include accomplishments for the period, plans for the next reporting period, key risks and issues affecting the work and any updates or changes to the agreed upon schedule or deliverables.

The following reports will be due as determined in the Project Plan Key Activities & Deliverables Chart above:

- a. Define the change report of research finding and analysis.
- b. Assess change readiness report on analysis of organizational capability.

- c. Assess change readiness report on analysis of organizational commitment.
- d. Assess change readiness report on analysis of organizational culture.
- e. Final recommendation and next steps report of change strategy and plan.
- f. Final recommendation and next steps report of go forward/next steps.

6. Service-Level Agreement (SLA)

Original Contract requirements apply for this Section. No additional SLAs are required for this tier-two SOW.

SCHEDULE B – PRICING

Operational Consulting Services Tier-two:

MDHHS, Office of Child Support Change Readiness Assessment

Original Contract requirements apply for this Section in addition to the following:

The Contractor must not exceed the hourly rates identified in their Original Contract Schedule B – Pricing to provide a lump sum fixed price not-to-exceed amount for the tier-two SOW project.

Project Name	Total Project Cost
MDHHS, Office of Child Support Change Readiness Assessment	\$1,215,668

Phase	Payment Milestone / Deliverable	Deliverable Price
	1. Kickoff & Planning	\$97,254
Define the Change	2. Stakeholder map/matrix	\$218,821
	3. Report of research findings and analysis.	\$109,410
	4. First draft definition of organizational change.	\$170,194
Build Consensus Towards Change	5. Consensus building plan.	\$72,940
	6. Second draft definition of organizational change.	\$243,134
Assess Change Readiness	7. Report on analysis of organizational capability.	\$60,783
	8. Report on analysis of organizational commitment.	\$60,783
	9. Report on analysis of organizational culture.	\$60,783
	10. Final definition of organizational change.	\$48,627

Phase	Payment Milestone / Deliverable	Deliverable Price
Identify Final Recommendations and Next Steps	11. Summary report of organizational change readiness.	\$24,313
	12. Change Needs & Strategy	\$24,313
	13. Change Plan including options for change management approach aimed at specific stakeholders	\$24,313

Contractor Assumptions & State Responsibilities Assumptions:

- The State will provide/facilitate timely access to stakeholders and key resources to ensure that future mutually agreed timelines and goals for this Direct Solicitation (DS) can be met.
- Contractor will rely on all decisions and approvals of the State in connection with the Services for this DS.
- If a requirement or deliverable is redefined in such a way that accomplishing it would exceed the budget for the project, a change notice will be proposed, and revised estimate provided for approval.
- Contractor will not be responsible for delays due to the State or State-affiliated third-party resources, including their failure to execute the State responsibilities.
- The majority of work will be performed remotely unless the State requests specific in-person meetings (e.g., defined in-person stakeholder sessions).
- The State will assign personnel/Program Manager and ensure to the best of its ability that all information provided to the Contractor is complete, accurate and current in all material respects, and contains no material omissions.
- The State team will be available at a mutually convenient day and time for project meetings related to this DS (e.g. kick-off meeting)
- The project sponsors should be available 1-2 hours a day for the first 5 days of the engagement, and as needed throughout the remainder of the engagement.
- The State will provide information, documentation, decisions, approvals, and assistance as requested or necessary for Contractor’s performance and maintenance of project cadence.

- Contractor’s team will leverage research conducted in OCS HCD transformation projects; this enables Contractor to accelerate the timeline of the “Define the Change” and “Build Consensus” phases. Specifically, the team will incorporate insights and learnings from the following areas.
 - Stakeholder Analysis:
 - Contractor’s existing knowledge of OCS Stakeholders
 - Previous OCS HCD organizational change deliverables
 - Research Analysis and Insights:
 - mi-support Refresh Content Strategy
 - Partner Interviews
 - Stand in the Shoes of Families
 - Stand in the Shoes of Partners (*assumes that this research will be completed or in progress at the time of this project*)



**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

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

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 230000000173

CONTRACTOR	Slalom, LLC
	821 2nd Avenue , Suite1900
	Seattle, WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

STATE	Program Manager	Adam Helm	DTMB
		517-243-3974	
	helma3@Michigan.gov		
	Contract Administrator	Jordana Sager	DTMB
(517) 896-1903			
sagerj2@michigan.gov			

CONTRACT SUMMARY

OPERATIONAL CONSULTING SERVICES – PREQUALIFICATION PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 28, 2023	February 27, 2025	3 - 1 Year	February 27, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$297,400.00	\$297,400.00		

DESCRIPTION

Effective August 22, 2023, the attached tier 2 - Schedule A - Statement of Work for EGLE and \$297,400.00 is hereby added to this Contract.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on August 22, 2023.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

SCHEDULE A - OPERATIONAL CONSULTING SERVICES – TIER-TWO STATEMENT OF WORK

1. REQUIREMENTS

A. General Requirements

The Contractor will be responsible for complying with all the Original Contract Requirements and for providing all Deliverables, Services and Staff to perform the work as indicated below.

The Contractor must:

- Review current process and technology related to the SRF System by conducting staff interviews, analysis of current functionality and identification of gaps in data management.
- Document a current process flow for the SRF programs (Clean Water and Drinking Water).
- Gather and document business requirements.
- Assist with the development of an RFP that will ultimately replace the SRF System.

Project Background and Objective:

The Department of Environment, Great Lakes, Energy (EGLE) Finance Division uses a custom-developed application called SRF system in support of its State Revolving Fund (SRF) Program. This system was developed over 10 years ago to issue and track grants and loans to municipalities for both clean water and drinking water systems. EGLE desires to replace this system, because the program changes initiated by EPA since then, as well as Michigan legislative updates adopted in 2022, are unable to be accounted for in the current system. During this project The Contractor will:

- 1) Validate and review current processes as they relate to the SRF system (approx. 35-50 process steps), and their ability to support federal / state-level requirements (as communicated by EGLE) by developing a current process flow diagram.
- 2) Understand current technology as it relates to the SRF system to help support development of requirements for an RFP.
- 3) Identify gaps in data management, integration points, data needs and support the requirements gathering process.

- 4) Define target future-state processes and ability to support federal / state-level requirements.
- 5) Define high-level business requirements for the future system.
- 6) Work with Procurement, EGLE, and DTMB to gather information necessary for them to develop an RFP.

Project Planning and Approach

The Contractor will break down this work into three (3) phases defined as follows:

Week	1	2	3	4	5	6	7	8	9	10	11	12
Capture & mobilize												
Analyze & validate												
Create inputs for RFP												

Scope of Work and Deliverables:

As requested in the RFS, below is the breakdown of the four work components:

Phase	Approach	Activities	Deliverables
Capture & Mobilize	The Contractor will approach the Capture & Mobilize phase by conducting process validation working sessions in Weeks 1-4. This will confirm our understanding of handoffs in the business processes between teams (i.e., refine and validate the end-to-end process designed in prior phase).	<ul style="list-style-type: none"> • Schedule a Kickoff Session with key stakeholders to align on overall vision and project objectives. • Through dedicated working sessions, develop a Level 2* current state business process flow diagram, incl. approx. 35-50 process steps and 5-7 decision points. 	<ul style="list-style-type: none"> • Document a current Level 2* process flow for the SRF programs
Analyze & validate	The Contractor will facilitate working sessions with EGLE Subject Matter Experts (SMEs) to review and validate current processes captured to	<ul style="list-style-type: none"> • Evaluate current data landscape and needs, incl. opportunities to bring data into the new system. • Develop an understanding of 	<ul style="list-style-type: none"> • Assess the current process, technology and Data management related to the SRF System

	<p>ensure any new requirements implemented at a federal or state level have been represented and accounted for in the processes. During this phase The Contractor will evaluate the current systems landscape across the SRF Program and provide an approach for addressing any data management gaps (including storage, modeling, quality, access, catalog).</p>	<p>current architecture to define potential integration points, data needs, capabilities that need to be supported to inform the business requirements.</p> <ul style="list-style-type: none"> • Define future state business processes that adhere to federal/state-level requirements 	<ul style="list-style-type: none"> • Document the future state business processes
<p>Create inputs for RFP</p>	<p>As we approach and complete the Create inputs for RFP phase, The Contractor's Project Manager, Process Lead, Process Consultant and Subject Matter Advisors (SMA's) will partner with your internal IT department, Procurement and EGLE Program SMEs to align on a solution and ensure requirements and best practice are adopted in the definition of requirements for the RFP to replace the SRF system.</p>	<ul style="list-style-type: none"> • Define high-level business requirements for the future system. • Work with Procurement, EGLE, and DTMB to gather information necessary to develop an RFP. 	<ul style="list-style-type: none"> • Document the future state requirements that adhere to federal/state-level for future SRF System • RFP Support for the replacement of the SRF System

*Level 2 Process Map shows input and output relationships for high-level processes.

Project Assumptions:

1. EGLE will ensure key accesses are provided to The Contractor team resources at the start of Week 1.
2. The Contractor will rely on all decisions and approvals of EGLE in connection with the Services.
3. The Contractor and EGLE will participate in status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution. To keep the project on track, a response is required within one business day for critical issues. For other issues, a response is required in two business days.
4. All work will be scoped to be delivered within the time estimates allotted. If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed the budget for the project, a change order will be proposed, and revised estimate provided.
5. The Contractor will not be responsible for delays due to EGLE or EGLE-affiliated third-party resources, including their failure to execute the EGLE responsibilities.
6. Work will be mostly performed remotely.
7. EGLE will assign personnel/Program Manager and ensure to the best of its ability that all information provided to The Contractor is complete, accurate and current in all material respects, contains no material omissions and is updated promptly and continuously during the engagement.
8. EGLE will provide the necessary documentation and access to key technical and business personnel on a timely basis.
9. The Contractor is assuming that the current state system analysis will be a high-level assessment and will not document detailed data, enterprise or integration architectures.
10. The Contractor is assuming that documenting a detailed future state data, enterprise or integration architecture is not required to satisfy project requirements.

EGLE Responsibilities:

1. EGLE team will be available for a project kick-off meeting on the first day of the project to ensure we can adhere to our project timeline.
2. EGLE will provide/facilitate timely access to key subject matter experts, interviewees, and other key personnel to enable effective execution of the work.
3. The project sponsors should be available 1-2 hours a day for the first 5 days of the engagement, and as needed throughout the remainder of the engagement.
4. Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for The Contractor's performance and maintenance of project cadence.
5. Provide complete, accurate and current information and update it promptly and continuously as necessary during the engagement.

6. EGLE will be responsible for assessing its legal, privacy, security, and regulatory requirements with respect to the SRF system and communicate these requirements to The Contractor at the start of the engagement. EGLE will be ultimately responsible for validating that The Contractor’s proposed requirements for the future solution meet EGLE’s requirements (including its compliance obligations under applicable law).

2. Service Requirements

A. Timeframes

All Contract Activities must be delivered within 3 months from project start date of September 11, 2023. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

3. Acceptance

There are no additional Acceptance criteria for this tier-two solicitation.

4. Staffing

A. Contractor Representative

Please note: All other Original Contract Requirements Apply.

State Agency Program Manager

The State agency Program Manager for each party will monitor and coordinate the day-to-day activities of each individual State agency SOW (each a “**State Agency Program Manager**”):

State:	Contractor:
Kelly Green, EGLE Finance Division 525 West Allegan Street Lansing MI 48915 Greenk1@michigan.gov (517) 388-1564	Katie Schulz 660 Woodward Ave, Suite 1975 Detroit, MI, 48226 Katie.Schulz@slalom.com 248-613-1715

B. Customer Service Phone Number

The Contractor must confirm its phone number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

313-324-1655

C. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST.

D. Key Personnel

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

Katie Schulz
660 Woodward Ave., Suite 1975
Detroit, MI, 48226
Katie.Schulz@slalom.com
248-613-1715

E. Contractor Personnel

Katie.Schulz@slalom.com

Please note: All other Original Contract Requirements Apply.

Position (Contractor Personnel to be assigned)	Name	Years of Experience
1. Program Manager (Accountable Executive)	*Katie Schulz	18
2. Senior Project Manager	*Shayla Stennis	12
3. Process Lead (Data advisor)	*Shiv Shah	15
4. Process Consultant	TBD	5-10

Assumptions:

- Specific people named in table above will be staffed to the project based on availability upon project start. In the event someone named above is not available, someone with similar expertise and years of experience will be staffed in their place.
- Throughout the duration of the project, The Contractor may utilize additional people with specific subject matter expertise but will not impact the agreed upon fixed fee amount.

5. Agency Reporting

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

- Weekly status reports, including activities accomplished, upcoming activities, issues, and risks.

6. Service-Level Agreement (SLA)

Original Contract requirements apply for this Section in addition to the following:

No additional SLAs are required for this tier-two SOW.

SCHEDULE B – PRICING

Operational Consulting Services Tier-two: Consultant Review of SRF System

Original Contract requirements apply for this Section in addition to the following:

The Contractor must not exceed the hourly rates identified in their Original Contract Schedule B – Pricing to provide a lump sum fixed price not-to-exceed amount for the tier-two SOW project.

Project Name	Project Cost
Consultant Review of SRF System	\$297,400

Staff/Role	Anticipated Hours	Original Schedule B - Contract	Total
1. Program Manager (Accountable Executive)	100	\$260	\$26,000
2. Senior Project Manager	360	\$235	\$84,600
3. Process Lead	380	\$235	\$89,300
4. Process Consultant	500	\$195	\$97,500
TOTAL			\$297,400

Assumptions:

- The Contractor intends on invoicing based on acceptance of milestone completion. Milestones considered for this project include completion of the following phases (mentioned in section 1. A General Requirements):
 - Capture and Mobilize: \$100,100
 - Analyze and Validate: \$120,300
 - Create inputs for RFP: \$77,000



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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **23000000173**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Slalom, Inc.
	821 2 nd Avenue, Suite 1900
	Seattle, WA 98104
	Cathy Shim
	734-846-6575
	cathy.shim@slalom.com
	VS0150962

STATE	Program Manager	Adam Helm	DTMB
		517-243-3974	
		HelmA3@michigan.gov	
	Contract Administrator	Jordana Sager	DTMB
517-249-0481			
SagerJ2@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Operational Consulting Services – Prequalification Program			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 28, 2023	February 27, 2025	Three, one-year	February 27, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: The Contract is awarded based on the State’s inquiry bearing Request for Proposal number 22000002701. Orders for delivery will be issued directly by the Department through a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$0.00

FOR THE CONTRACTOR:

Slalom, Inc.

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Katie McFarland, Category Specialist

Name & Title

DTMB- Central Procurement Services
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Slalom, Inc. (“**Contractor**”), a Colorado Limited Liability Company. This Contract is effective on February 28, 2023 (“**Effective Date**”), and unless terminated, expires on February 27, 2025.

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

The parties agree as follows:

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

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

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	Cathy Shim 660 Woodward Ave, Suite 1975 Detroit, MI 48226 Cathy.shim@slalom.com 734-846-6575

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

State:	Contractor:
Jordana Sager 320 S. Walnut St. Lansing, MI, 48933 SagerJ2@michigan.gov 517-249-0481	David Rouls 660 Woodward Avenue, Suite 1975 Detroit, Michigan, 48226 David.rouls@slalom.com 248-212-1186

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

State:	Contractor:
Adam Helm 320 S Walnut St. Lansing, MI 48933 HelmA3@michigan.gov 517-243-3974	Katie Schulz 660 Woodward Ave., Suite 1975 Detroit, MI, 48226 Katie.Schulz@slalom.com 248-613-1715

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

6. **Insurance Requirements.**

See Schedule C.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the

State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

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

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

- 17. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 18. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 25, Termination for Cause.

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

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

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

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

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

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

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

- 23. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 25 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 24. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within

90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 25. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 26, Termination for Convenience.

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

- 26. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 27, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

- 27. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State

or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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

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

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

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

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

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a)

procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. Reserved.**
- 33. State Data.**
- a. Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. Extraction of State Data.** Contractor must, within 5 business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with

applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section 33 are to be considered direct damages and not consequential damages.

34. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

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

receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be

restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Data Privacy and Information Security

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

36. Reserved.

37. Reserved.

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final

payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 25, Termination for Cause.
- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 43. State Printing.** All printing in Michigan must be performed by a business that meets *one* of the following: (a) have authorized use of the Allied Printing Trades Council union label in the locality in which the printing services will be performed; (b) have on file with the Michigan Secretary of State, a sworn statement indicating that employees producing the printing are receiving prevailing wages and are working under conditions prevalent in the locality in which the printing services will be performed; or (c) have a collective bargaining agreement in effect and the employees are represented by an operations that is not influenced or controlled by management.
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused

by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

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

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

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

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

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Standard Contract Terms	Contract Terms
Federal Provisions Addendum	Federal Provisions Addendum
Exhibit 1	Byrd Anti-Lobbying Certificate

52. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES,

ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part

of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal

contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3) DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 230000000173

Operational Consulting Services

BACKGROUND

When opportunities and needs arise, the State takes initiative to improve operations, which may include conducting assessments, setting new strategies, and improving business processes.

Occasionally, the State's internal resources may not be available to address such opportunities. In these situations, State agencies may require the assistance of external service providers with experience and skills in improving governmental operations and related processes. The purpose of this Contract is to establish a list of prequalified service providers and a consistent process for State agencies to engage with prequalified service providers.

The State's objectives for a list of prequalified operational consulting services vendors include the following:

1. Consistent contract terms
2. Consistent selection criteria and screening processes
3. Single point of contact for prequalified vendors
4. Consistent billing practices

SCOPE

This Contract is for a prequalification program to provide State agencies and MiDEAL members the ability to contract for operational consulting services on a fast-track, as-needed basis.

It is the State's intent to award multiple contracts to service providers who can provide services specified in this Contract.

Awarded Contractors will be eligible to bid on tier two Statements of Work (SOWs) issued by individual State agencies or MiDeal members which identify a specific scope of work to apply operational consulting services. Those Contractor(s) selected by State agencies or MiDeal members will be issued delivery orders for which the terms will be governed by this Contract and their identified SOW.

An RFP may be reissued to allow for new Contractors to enter the prequalification program. Prequalified Contractors will not be required to respond to the solicitation to retain current contracts.

1. Requirements

1.1. General Requirements

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:

- A. Provide services as required by the tier two SOW issued by any State agency or MiDEAL member. While each SOW will contain unique service levels and requirements, general deliverables may include but are not limited to:
- 1) Developing a scope or charter to document desired outcomes.
 - 2) Developing project plans to specify timelines and milestones for initiatives.
 - 3) Identifying, capturing, and analyzing relevant data.
 - 4) Facilitating meetings with internal and external stakeholders.
 - 5) Evaluating existing processes and organizational structures.
 - 6) Leveraging best practices to recommend opportunities for improvement.
 - 7) Providing recommendations for achieving desired results.
 - 8) Developing and documenting improved processes and procedures.
 - 9) Developing implementation plans that are appropriate to existing policies and statutory requirements.
 - 10) Developing cost benefit analyses to provide a calculated Return On Investment (ROI).
 - 11) Providing administrative support resources for projects.
 - 12) Supporting the agency during implementation of changes.
 - 13) Transferring knowledge necessary to sustain long term success.
- B. State agency or MiDEAL members will issue each tier two SOW to all prequalified Contractors on SIGMA Vendor Self-Service. The tier two SOW will identify the deliverables, period of performance, specific response information required, work evaluation and payment criteria, and any additional terms and conditions that apply to that SOW. State agency or MiDEAL members issuing the SOW and contracts responding to the SOW must follow this process:
- 1) State agency or MiDEAL member will issue a SOW to all prequalified Contractors within that service region (and to all statewide Contractors) with a timeline including due dates for questions, responses, and performance period.
 - 2) The Contractor must provide the criteria required in each SOW in their bid response and pricing must not exceed rates provided in **Schedule B - Pricing**.
 - 3) State or MiDEAL member selection will be based on a best value evaluation using the criteria identified in the SOW.
- C. Contractors confirms proficiency in virtual facilitation of services to be delivered if required by the individual SOW, and the platform must be approved by the State of Michigan.
- The Contractor:
- 1) Is proficient in utilizing various platforms for virtual facilitation of meetings and trainings (i.e. Microsoft Teams, Zoom).
 - 2) Has the ability to leverage breakout room functionality for training and client meetings.
 - 3) Has experience conduct hybrid meetings (combination of client facing and virtual attendees).
 - 4) Can conduct process mapping and utilize additional interactive tools to facilitate process improvements or business analysis/redesign.

1.2. Specific Standards

When an IT component is identified in the tier two SOW, the following may apply depending on the scope. Depending on the IT components present in the tier two SOW, additional requirements may apply.

1.2.1 IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. All services and products provided by the Contractor for this Contract must comply with all applicable State IT policies and standards.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

1.2.2 Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

1.2.3 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor participate in a standards review process, and complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

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

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within the timeframes specified in State agency or MiDEAL member specific SOW awarded through the tier two process.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The appropriate criteria to determine acceptance will be identified in each individual SOW issued by the State agency or MiDEAL member if different from the Standard Contract Terms, Section 18. Acceptance.

4. Staffing

4.1. Contractor Representative

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

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

4.2. Contract Administrator

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

State:	Contractor:
Jordana Sager 320 S. Walnut St. Lansing, MI, 48933 SagerJ2@michigan.gov 517-249-0481	David Rouls 660 Woodward Avenue, Suite 1975 Detroit, Michigan, 48226 David.rouls@slalom.com 248-212-1186

4.3. Program Manager

The Program Manager will monitor and coordinate the activities of the Contract, but not the individual State agency or MiDeal member projects (each a “Program Manager”):

State:	Contractor:
Adam Helm 320 S Walnut St. Lansing, MI 48933 HelmA3@michigan.gov 517-243-3974	Katie Schulz 660 Woodward Ave., Suite 1975 Detroit, MI, 48226 Katie.Schulz@slalom.com 248-613-1715

4.4. State Agency or MiDeal Member Program Manager

The State agency or MiDeal member Program Manager for each party will monitor and coordinate the day-to-day activities of each individual State agency or MiDeal member SOW (each a “State Agency or MiDeal Member Program Manager”):

State:	Contractor:
Varies by SOW	Varies by SOW

4.5. Customer Service Number

The Contractor does not have a toll-free phone number. The Contract Representative phone number for the State to contact is identified below. The Contractor

Representative must be available for calls during the hours identified in the State agency or MiDeal member SOW.

Contractor Customer Service Number: 734-846-6575

4.6. Work Hours

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

4.7. Key Personnel

The Contractor must appoint the number of Key Personal identified in the State agency or MiDeal Member SOW, if requested, who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within hours identified within the State agency or MiDeal member SOW.

The Contractor may be asked to identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés according to the requirements of the State agency or MiDeal member SOW.

4.8. Contractor Personnel

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

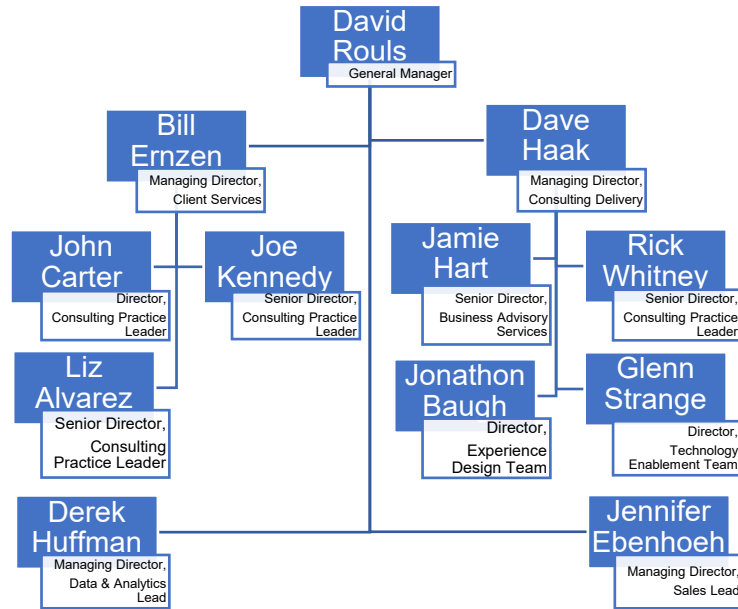
Name	Years of Experience in Current Classification	Role(s) / Responsibilities	Direct / Subcontract / Contract	Number of Years Working with Contractor
Cathy Shim	11 Years	<ul style="list-style-type: none"> ➤ Responsible for the day-to-day operations of the contract. ➤ Leads Slalom’s overall relationship with the State of Michigan and serves as the main point of contact for the DTMB Human Centered Design (HCD) Prequalification program ➤ She will serve as the Contractor Representative and Key Personnel for this 	Direct	2.5 Years

Name	Years of Experience in Current Classification	Role(s) / Responsibilities	Direct / Subcontract / Contract	Number of Years Working with Contractor
		Prequalification program as well		
Katie Schulz	19 Years	<ul style="list-style-type: none"> ➤ Owns overall accountability for the successful delivery of the project ➤ Manages engagement scope and planning ➤ Leads executive readouts ➤ Guides project delivery ➤ Provides periodic status updates and health with the product owners and sponsors ➤ Accountable for Slalom contributions to the State's SUITE Risk Log and Lessons Learned documents. ➤ Manage multi-stakeholder relationships and partnerships 	Direct	4.5 Years

More detailed resumes of proposed personnel to be assigned to a tier two project will be asked as part of the tier two solicitation process.

4.9. Organizational Chart

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



4.10. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors to fulfill the Contract requirements.

4.11. Security

The Contractor will be subject the following security procedures:

The Contractor’s staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) ensure the security of State facilities, (b) State may require Contractor personnel to wear State issued ID badges, (c) identify the company that will perform background checks, and (d) identify the scope of the background checks. Upon request by the State, the Contractor must provide the results of all security background checks. The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

Additional security factors may be required based on the specific State agency or MiDeal member SOW. Any security procedures will be identified in the specific SOW.

4.12. Access to Tax Information

If the tier two SOW requires the Contractor have access to tax information the Contractor must comply with the requirements of *IRS Publication 1075* (including *Exhibit 7 Safeguarding Contract Language*) and *Michigan Department of Treasury Safeguard Requirements of Confidential Tax Data*.

5. Project Management

5.1. Reporting

- A. The Contractor must provide a report annually which identifies projects completed and any active projects with State agencies and MiDeal members to the Program Manager by September 30 of each contract year. The report must include:
 - 1) Name of the project

- 2) Delivery Order Number
- 3) Brief description of the project
- 4) State of Michigan Agency Program Manager for the project and other stakeholders involved
- 5) Identify the project as complete or active

B. The Contractor must submit a final report and any interim reports that are described in each individual project's SOW to the State agency or MiDeal member Program Manager. The format and content of the reports, the deadline for submittal, and the person to whom they should be submitted will be specified in each SOW.

6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

6.2. Price Changes

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

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

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

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order.

The State will issue a written delivery order which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any services under this prequalification program. All orders are subject to the terms and conditions of the prequalification program and the Contract.

8. Invoice and Payment

8.1. Invoice Requirements

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

8.2. Payment Methods

The State will make payment for Contract Activities via EFT or in accordance with the details specified within a specific SOW.

9. Service-Level Agreement (SLA)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract and any individual State agency or MiDeal member SOW. The Contractor will be asked to agree to any additional SLAs in each individual SOW, if applicable.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1.	Reporting
Definition and Purpose	The Contractor must provide a completed and active project report. The report must be submitted by September 30th of each year. As identified in Section 5.1.A. Reporting , unless prior written approval has been received from the Program Manager or designee.
Acceptable Standard	<ol style="list-style-type: none"> 1. All reports will be received by the specified date. 2. All reports will be accurate and free of errors. Incomplete or inaccurate reports will be returned to the Contractor. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each inaccurate or late report submitted according to Section 5.1.A. Reporting. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State.</p>

SCHEDULE B PRICING

Contract No. 230000000173

Operational Consulting Services

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using table 1: Staffing Rates.
2. Price must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Contractor not-to-exceed hourly rates must be included in the table below. Pricing will be finalized in accordance with the tier two competitive selection process as a lump sum fixed price based on the hourly rates entered below.

Table 1: Staffing Rates

Staff/Role	Hourly Rate
Program Manager	\$260.00
Senior Project Manager	\$235.00
Project Manager	\$195.00
Change Lead	\$215.00
Change Consultant	\$195.00
Process Lead	\$235.00
Process Consultant	\$195.00
Organizational Strategist	\$235.00
Business Analyst	\$165.00

SCHEDULE C – INSURANCE REQUIREMENTS

Contract No. 230000000173

Operational Consulting Services

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

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

7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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