



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 2
to
Contract Number MA230000001461

CONTRACTOR	DUN & BRADSTREET, INC.
	5335 Gate Parkway
	Jacksonville FL 32256
	William Greene
	312-345-4435
	greenew@dnb.com
	CV0007164

STATE	Program Manager	Joe Ernst	DTMB
		517-275-1745	
		ernstj@Michigan.gov	
STATE	Contract Administrator	Emily Massa	DTMB
		517-897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY				
Comprehensive Vendor Information Search				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 22, 2023	December 21, 2028	3 - 12 Months	December 21, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		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		
\$835,770.00	\$50,000.00	\$885,770.00		

DESCRIPTION

Effective February 6th, 2025, Michigan Department of Transportation (MDOT) is now added to this contract for Dun & Bradstreet, Inc.'s online subscription tools (D&B Risk Analytics), to gain comprehensive business data and analytical insights for existing vendors and potential vendors doing business with MDOT. Records Under Management will be 1,300 US/Canada Core Plus and 100 Rest of World Core Plus.

MDOT Program Manager:

Patrick McCarthy

425 W. Ottawa

Lansing, MI 48933

(517) 290-9618

Mccarthyp@michigan.gov

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



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 230000001461

CONTRACTOR	DUN & BRADSTREET, INC.
	5335 Gate Parkway
	Jacksonville, FL 32256
	William Greene
	312-345-4435
	greenew@dnb.com
CV0007164	

STATE	Program Manager	Joe Ernst	DTMB
		517-275-1745	
		ernstj@Michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY

COMPREHENSIVE VENDOR INFORMATION SEARCH

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 22, 2023	December 21, 2028	3 - 1 Year	December 21, 2028

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"/>	N/A	<input type="checkbox"/>	N/A	December 21, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$448,725.00	\$387,045.00	\$835,770.00		

DESCRIPTION

Effective April 23rd, 2024, the attached Schedule A - Statement of Work is hereby added in addition to the current statement of work.

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



Dun & Bradstreet Statement of Work / November 7, 2023

MI Department of Labor and Economic Opportunity

This statement of work (SOW) reflects the information and software subscription solution to be provided by Dun & Bradstreet, Inc. (D&B), hereinafter referred to as “Contractor” for the MI Department of Labor and Economic Opportunity (and partner organizations), hereinafter referred to as “LEO”.

SCOPE OF WORK

To continue our support of the State of Michigan’s programs and initiatives for implementation and adoption of the Workforce Innovation and Opportunity Act (WIOA), Dun & Bradstreet will provide critical business intelligence, thought leadership, and necessary tools for LEO that is tasked with improving the coordination and relationships between industry and workforce agencies to ensure businesses have a pipeline of skilled workers. By leveraging D&B insights, effective industry and sector strategies can be developed and refined in a dynamically changing economy while supporting on-the-ground business engagement to accelerate layoff aversion activities and connecting employers to LEO’s WIOA programs for sustaining and growing employment in the state of Michigan.

By using the Dun & Bradstreet Data Cloud, our financial and growth analytics, and our online subscription tool, EconoVue, LEO can establish meaningful relationships between government and business by enabling (but not limited to):

- a. Evidence-based and data driven programs and initiatives.
- b. Strategic and consistent engagements across all WFB’s (MI Works)
- c. On demand sector and industry analysis in an ever-changing economy
- d. Access to employer level demographic data and predictive insights on their financial conditions and immediate growth trajectory
- e. Strategic business engagement for layoff aversion and business assistance
- f. Streamlined reporting on activities at the local level
- g. Real-time business and economic data to assist the state in measuring and reporting success of all implemented programs
- h. Using data to set program funding based on potential versus historical job loss at local levels
- i. Emergency management response, grant selection, and response to low-income area employers
- j. Strategic employer participation in the state’s apprenticeship program

Dun & Bradstreet’s solution for LEO comprised of access to the **D&B Data Cloud** via the web-based interface, **EconoVue** and real time D&B API (**D&B Direct Plus**) for targeted business and employer outreach activity in support of layoff aversion programs, rapid response, worker-based learning proposals, and other support programs for dislocated or under skilled Michiganders. Each major component of the solution is a proprietary and only available from D&B.

Additional information about the services is described below.



D&B Data Cloud

The Dun & Bradstreet Data Cloud delivers the world's most comprehensive set of business data and analytical insights. The depth and breadth of the D&B Data Cloud is unrivaled, delivering intelligence on over 520 million organizations around the globe. These businesses represent the majority of the world's gross domestic product.

D&B Data Cloud data is curated from tens of thousands of sources, tens of millions of websites, and D&B's Worldwide Network of global data partners. A client-centric quality and governance process oversees data curation.

The D&B Data Cloud offers deep views into relationships of all types among companies, identifying millions of connections that can inform decision-making. These relationships can include corporate hierarchies, Ultimate Beneficial Ownership (UBO), alternative-type relationships, historical ownership, and analytically derived connections. D&B continuously monitors the dynamic changes to these relationships, including corporate actions such as mergers, acquisitions, and divestitures, and makes relevant updates.

D&B continually looks for other changes to data in the data cloud, verifies those changes, and makes relevant updates. Updates are necessary due to the constant change happening across the business landscape. Companies start and fail. Executives change. Companies merge or are acquired. Keeping track of — and verifying — these changes take constant diligence. Dun & Bradstreet and its global partners take on the detailed and complex work of global data sourcing and verification as well as change management, so you do not have to. You simply leverage D&B's work to address your own business needs.

The dynamic D&B Data Cloud manages over 2 million changes about businesses daily. Compiled from over 10,000 unique sources, the depth of the D&B Data Cloud provides information from basic demographic data to trade credit and banking insights, to courthouse information, shipping, and trade activities, and even store foot-traffic and digital footprint information represented by internet cookies and device activity.

D&B D-U-N-S® Number

Established in 1963, Dun & Bradstreet's Data Universal Numbering System, commonly known as the D-U-N-S® Number, is a unique global business identification system that identifies, validates, and links to more than 520 million businesses worldwide. The D-U-N-S® Number is a nine-digit nonindicative numbering sequence and is assigned at the lowest organizational level — i.e., business locations with a unique, separate, and distinct operation. The D-U-N-S® Number is assigned to all types of business organizations, including sole proprietorships, corporations, partnerships, nonprofits, and government entities. The D-U-N-S® Number is constant — it stays with a business throughout the life cycle, including name, address, corporate structure changes, and even bankruptcy.

The D-U-N-S® Number is not just a number — it is a system for maintaining accurate, comprehensive, and timely information. This system is D&B's patented, proprietary DUNSRight® Quality Process, a process encompassing five quality drivers — Global Data Collection, Entity Matching, D-U-N-S® Number, Corporate



Linkage and Predictive Indicators — that work sequentially to aggregate, standardize, and enrich information.

Econovue™

The EconoVue™ platform is a subscription-based Software-as-a-Service (SaaS) regional economic analytics and employer outreach system accessed via any web browser. Designed to assist in the workflow associated with regional planning, layoff aversion & business assistance, and economic development, EconoVue will be delivered through 4 modules.

- I. **RegionVue** is a data visualization tool that will provide a dynamic series reports for all industry sectors (from 2-digit NAICS down to the NAICS 6 digit level), for counties, cities and workforce development areas in Michigan dating back 6 years. Its visualization tools enable users to quickly understand a region's industry sector mix and thus pinpoint "priority sectors" including:
 - a) sectors that show a regional specialization,
 - b) the largest sectors,
 - c) sectors which are growing, both in employment and in wages and the actual employers behind the numbers.

Reports feature time-series-based "location quotient" (used in determining how specialized a sector is in the region relative to the State), QCEW wage information and D&B employment counts. All reports are visualized by animated time-series bubble charts, column charts, timelines, employment loss/gain graphs and raw data tables. All sectors can be drilled down to generate region-specific business lists, occupations, job lists and training programs. Job listings and region-specific occupational information are retrieved via Indeed.com, the National Labor Exchange, and CareerOneStop web-services. Reports are downloadable as Excel spreadsheets and all chart graphics can be exported as JPEGs.

- II. **LocalVue** is a visual business mapping analytics tool that spatially displays industry sector trends and Indeed.com job Listings by city and zip code. It dynamically generates reports for any selected region or radius around a point, including the time series sector trends, business lists and job listings.

All region-specific industry trend profiles can be exported as Excel workbooks, with each worksheet being dedicated to sector employment statistics from the past decade. All maps can be exported as PDFs. Criteria and data can be dynamically transported from/to ProspectVue, RegionVue and OverVue, thereby portraying data within the context of an interactive thematic mapping GUI that facilitates rapid visual economic data comparison among the neighboring regions by selecting regions from the map.

- III. **ProspectVue** is dynamically linked to RegionVue, LocalVue and OverVue, and provides a map-based business engagement tool combining an interactive map with an advanced business search interface. The search interface will provide a map-based user input form for sending criteria to the underlying GIS database and retrieving dynamic D&B lists for cities, counties, zip codes and MI's 16 Workforce Development Areas. It provides a series of filters for refining the list based upon



company size, type, D&B Financial Stress Score, and D&B Material Change. Any search can be saved as a “Saved Search” which is tied to a specific group account, and therefore can easily be retrieved by any group member.

Other employer search functions include the following:

- a) Apprenticeship Program Employer
- b) Minority, Woman, and Veteran Owned Company
- c) U.S. Federal Contractor
- d) WARN Notice Search
- e) Business Distruption Search – Degradation of D&B Financial Stress Score

The interface further enables drill down on any employer via a real-time D&B Direct API call to the live D&B Data Cloud to retrieve company details and email/phone contacts and do a dynamic Indeed.com/National Labor Exchange search of job listings at any selected company. Results may be exported as PDF reports and Excel.

- IV. **OverVue** is a web-based Interactive Data Visualization Dashboard designed specifically for Regional Planning. OverVue is series of interlocked, interactive windows of charts, graphs, tables and maps provides a simultaneous statewide view of multiple regional economies across time, depicting the financial health of these economies via several economic indicators.

OverVue will simultaneously displays chart and graph-based windows showing, for the selected region(s):

- the amount of employment in all main regions and sub regions,
- employment distribution across all industry sectors,
- the 50 largest companies meeting the input criteria,
- the financial health of the selected region/sector combination as portrayed by the sum of employment and companies across a number of financial measures and,
- timelines of the aggregated sums of employment and companies, the average salary and the average location quotient (or regional specialization), as measures of this economic snapshot.

EconoVue features an open-source cross-platform multi-tier architecture. The client tier features HTML5, including JQuery and createjs libraries for dynamic, highly interactive, asynchronous data visualization across a variety of devices. This tier connects to a variety of Web APIs, including Indeed.com, the National Labor Exchange, Career-Ones-Stop, D&B Direct and Google Maps. An aggregation tier written in PHP, simultaneously delivers data to the client tier via a services tier composed of a MySQL spatial relational database. The server-side/database framework is Linux/Apache/MySQL/PHP and resides on a Unix server. The user interface can be accessed via any web-accessible device and does not require a plug-in.



D&B Direct Plus

Through EconoVue, D&B Direct+, Dun & Bradstreet's modern, cloud-based API offering, connects directly to the live D&B Data Cloud. This API service exposes the D&B Data Cloud to you in a programmable form through EconoVue in real time to gain access to the D&B Comprehensive Reports on businesses as well as access to contacts and emails of executive of those same businesses. In addition, to the D&B Comprehensive Report, access to D&B Data Blocks is included through EconoVue.

Product Specifications

Services to include the following (Order Numbers 1176489 & Q-00304557)

- EconoVue with 77 Licenses
- D&B Data Services for access to all Marketable Michigan business records (~495,000)
 - SDMR Layout with NAICS Code, Financial Stress Marketing Score, & Material Change
 - Updated Quarterly
- D&B Direct Plus
 - D&B for Sales & Marketing: Data Blocks Company Entity Resolution L1; Company Information L2; Principals & Contacts L2; Diversity Insights L1; & Financial Strengths Insights L1 / RUM 2,000 US/Canada
 - D&B for Finance: Contact Search & Company Search / 1,000; Comprehensive Report / 200

Training for EconoVue

Training for users of EconoVue will be available upon request. Includes 4 monthly training sessions, 1 per week. Web-based tutorial training will also be available as part of the package.

Additionally, on demand training is available upon request and LEO should expect monthly user best practice sessions along with our quarterly client Roundtable Webinar.

D&B Proprietary Solution

For LEO, access to the Dun & Bradstreet Cloud is critical for the state's strategic initiatives for employer engagement activity across all regions of the state of Michigan to ensure success for measures of the Workforce Innovation and Opportunity Act and other programs exclusive to the state of Michigan.

The D&B solution consists of two primary proprietary components:

1. Proprietary processes and business data outcomes – the Dun & Bradstreet Data Cloud
2. Delivery mechanisms for these data outcomes – Proprietary Data as a Service Platforms, EconoVue as detailed above.

The combination of the proprietary data and the visualization tools used to access the information confirms that there is not another available solution available in the marketplace.



The following provides the summarized detail of several of the components that are only available from Dun & Bradstreet, Inc.

Financial Stress Score™

D&B is the sole provider of the Financial Stress Score™ that leverages D&B's patented DUNSRight™ process (US78227571). The U.S. Financial Stress Score™ is a suite of scorecards – a modeling system – that is highly effective in helping to predict the potential insolvency of a business entity. The Financial Stress Scoring System uses statistical probabilities to classify public and private companies into three risk classifications of Financial Stress: a 1,001-1,875 Score; a 1-100 Percentile Ranking, and a 1-5 Risk Class segmentation. These classifications are based on the chance of a business experiencing the above definition of “bad” performance over the next 12-month period. The Financial Stress Scoring models utilize the combined power of D&B's vast information database of approximately 22 million active U.S. businesses including payment, public filing, demographic, and financial information when available.

D&B Material Change™

In addition to having the ability to predict a business' financial conditions, there is also a need to provide insights that anticipate traditional predictors and their changes. In many situations, a change in a predictor may only manifest after a material change for a commercial entity has occurred. Successful (profitable) engagement with commercial entities often requires that action be taken ahead of changes in those predictors. As such, Dun & Bradstreet is also the sole provider of the anticipatory analytic system called Material Change™ (WO2015012965). An international patent filed October 6, 2014, Material Change™ is a system and method for deriving material change attributes from curated and analyzed data signals over time to predict future changes in conventional predictors.

Additional proprietary data attributes included for the solution include Dun & Bradstreet's unique business identifier, the D-U-N-S® Number and proprietary business linking system called Corporate Linkage.

D&B DUNSRight™

D&B's patented process for collecting and enhancing data is called DUNSRight™. Founded on Quality Assurance, it includes over 2,000 separate automated and manual checks to maximize the integrity of our data. DUNSRight™ enables access to business insight only available from D&B including:

- 520 Million Global Business Locations
- 44 Million Globally Linked Business Locations
- Approximately 500,000 Business Locations in Michigan
- Over 2 Billion Public Filings
- D&B DUNS® Number



DUNSRight™ includes five quality drivers that work sequentially to aggregate, standardize and enrich the data: Global Data Collection, Entity Matching, the D-U-N-S® Number, Corporate Linkage and proprietary Predictive Indicators.

D&B invests over \$250 million annually in DUNSRight™ and incorporates over 5 million daily updates to our database which means the MI workforce system will have the most reliable and current representation of the businesses transacting in MI, the U.S. and the world.

D-U-N-S® Number

The D-U-N-S® Number. The D-U-N-S® Number is a unique, nine-digit identification code that is assigned and maintained solely by D&B. The global standard for company identification, the D-U-N-S® Number is assigned to a company on a location-specific basis and remains with that specific business unit even if it closes or goes out-of-business. All D&B business data (up to 1,500 data elements) is linked to D-U-N-S® Numbers including the business name, address, tradestyles (dba's), principal names, financial and payment information, industry codes (SIC/NAICS), key business ratios, socio-economic status, corporate linkage, predictive scores, status as a government contractor/grantee and more.

The world's most influential standards-setting organizations, more than 50 global industry and trade associations and the U.S. Federal Government recognize, recommend, or require the D-U-N-S® Number. These organizations include the American National Standards Institute (ANSI ASC X12), United Nations/Electronic Data Interchange for Administration, Commerce and Transport (UN/EDIFACT), International Standards Organization (ISO), U.S. Government's Electronic Commerce Acquisition Team (ECAT), European Commission/EDI Registration Authority (EDIRA), United States Postal Services (USPS), and the North American Free Trade Agreement (NAFTA).

The U.S. Federal Government once adopted the D-U-N-S® Number as the standard business identifier for federal electronic data interchange in October 1994. The D-U-N-S® Number was also incorporated into the Federal Acquisition Regulation (clause 52.204-6) in April 1998 as the federal government's contractor identification code and currently performs this same function within the Integrated Acquisition Environment (IAE)'s Central Contractor Registration (CCR) and Federal Procurement Data System – Next Generation (FPDS-NG).



Project Managers

State Agency: Michigan Dept of Labor & Economic Opportunity	Contractor: Dun & Bradstreet, Inc
Contact:	Contact: William Greene
Phone:	Phone: 312 345-4435
Fax:	Fax:
Email:	Email: greenew@dnb.cm
Address:	Address: 5335 Gate Parkway
	Jacksonville, FL 32256

Key Deliverables

- EconoVue SaaS / Up-to 77 Licenses
- Access to approximately 495,000 MI businesses through D&B Data Cloud / Updated Quarterly
- D&B Direct Plus access to D&B Data Cloud for Comprehensive Reports
- Training, Customer Success, and Program Management meetings as noted above

Pricing Subscription

Option 1 (One Year Term) Cost: Year 1: \$387,045

Option 2 (3-Year Term) Cost:

Year 1: \$348,750
Year 2: \$366,187
Year 3: \$384,497
Option Y1: \$384,497
Option Y2: \$384,497



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget

320 S. Walnut St., Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000001461**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Dun & Bradstreet, Inc.
	5335 Gate Parkway
	Jacksonville, FL 32256
	William Greene
	312-345-4435
	greenew@dnb.com
	CV0007164

STATE	Program Manager	Joseph Ernst	DTMB
		517-275-1745	
	ernstj@michigan.gov		
	Contract Administrator	Jillian Yeates	DTMB
517-275-1131			
yeatesj@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Comprehensive Vendor Information Search			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 22, 2023	December 21, 2028	3 – 1 Year	December 21,2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract is awarded on the basis of the State's inquiry bearing the solicitation number 230000002012.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$448,725.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Dun & Bradstreet, Inc. (“**Contractor**”), a Delaware Corporation. This Contract is effective on December 22, 2023 (“**Effective Date**”), and unless terminated, will expire on December 21, 2028 (the “**Term**”).

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 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.

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**”). Contract Administrators will be identified in Schedule A or subsequent Change Notices.
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**”). Program Managers will be identified in Schedule A or subsequent Change Notices.
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, Insurance Requirements.
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. D-U-N-S® Numbers are proprietary to and controlled by D&B.

11. Licensing:

- a. License Grant by Contractor:** Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, non-sublicensable, non-transferable, 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 and display the Information and the Software, (in object code format only) 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.** Contractor grants the State and its Authorized Users, a non-exclusive, perpetual, limited license to use D-U-N-S® Numbers (excluding linkage D-U-N-S® Numbers) solely for identification purposes and only for Customer's internal

business use. Where practicable, the State will refer to the number as a "D-U-N-S® Number" and state that D-U-N-S is a registered trademark of D&B.

c. License Restrictions on the State. The State will not:

(i) 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;

(ii) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable law.

(iii) attempt to reverse engineer any Contract Activities or access, use, modify, copy, or derive the source code of any Software;

(iv) systematically access or extract (or "scrape") Information from the Software (outside of the features available within the Software for exporting Information), including by the use of any engine, software, agent, spider, bot, or other device or mechanism.

(v) use Information (i) as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family, household or employment purposes; or (ii) in any manner that would cause such Information to be construed as, a "Consumer Report" as defined in 15 U.S.C. § 1681a. In addition, Customer will not use any Service to engage in any unfair or deceptive practices and will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to, laws and regulations promulgated by the Office of Foreign Asset Control, and/or any subsequent regulation and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy. If Customer is provided with Information from outside the United States, D&B must comply with applicable international data transfer laws, which may require the parties to enter into a data transfer agreement prior to the applicable Information being provided to Customer.

d. 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.

e. 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.

f. Obligation to Delete. Upon expiration or termination of a license with respect to a particular Contract Activity, or upon receipt of a Contract Activity that is intended to supersede previously obtained Contract Activity(ies), State will promptly delete or destroy all originals and copies of the Information and/or Software, as applicable, including all Information or Software provided to Authorized Users as permitted by the Contract; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Contractor grants the State a perpetual, limited, non-transferable and non-assignable license to retain copies of such Information in the form of hard copies or in non-operational systems, made in the normal course of business, solely for historical and/or archival (i.e disaster recovery, compliance, and evidence of State's use of Information for regulatory compliance) purposes and not for any other continuing use ("Retained Information"). State is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Contract Activities licensed by D&B.

(ii) The obligation to delete Information shall not apply to names, addresses (street, city, state, and zip code), phone numbers, fax numbers, demographic information, and email addresses to the extent the subject to whom the Information relates has (a) become a customer or supplier of State, or (b) engaged with State to become a customer or supplier of State.

g. 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.

(4) "**Information**" means information D&B collects and compiles on business entities anywhere in the world which may include, but is not limited to, business information, legal or financial data, Contact Information, D-U-N-S® Numbers, and ratings on such business entities.

12. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best

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

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

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

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

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

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

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

- 19. 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.

Suspension of Service. In the event of material breach of Section 11 – Licensing, the State may immediately terminate this Contract; or Contractor may, with 5 days notice and opportunity to cure, suspend the State's access to the Contract Activities subject to such breach if necessary to prevent any ongoing impairment of Contractor's intellectual property rights. Any suspension will be lifted immediately upon the State's cure of any such breach.

- 26. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 27, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 27. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the

State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, 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. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE STATUTE, AND AS PROVIDED IN SECTION 30a, IN NO EVENT WILL EITHER PARTY'S LIABILITY 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.
- a. The foregoing limitation shall not apply to: (a) claims for physical damage to real or tangible property, (b) claims arising from reckless or intentional misconduct, (c) amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (d) amounts due or obligations under Indemnification clauses, (e) amounts due or obligations under a clause imposing a duty to defend or indemnify, or (f) any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this Contract to be maintained, by Contractor.
- 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. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved.**
- 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. Reserved.

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; 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; (j) that the Information has been collected and compiled, and will be provided, in accordance with applicable local, state, federal and international laws, rules or regulations, but D&B does not guarantee that the Customer's use of the Information meets the requirements of any applicable federal, or state law, rule or regulation including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists; (k) contact information has not been obtained directly from the data subjects and the data subjects have not opted in or otherwise expressly consented to receiving direct marketing nor has D&B scrubbed contact information against wireless suppression lists, the FTC's Do-Not-Call lists or other opt out lists (other than its own). 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. Reserved.**
- 43. Reserved.**
- 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.*, 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
Schedule D	Service Level Agreement for Hybrid Purchases
Schedule E	Data Security Requirements for Hybrid Purchases

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 E- Data Security Requirements (c) third, Schedule A Statement of Work as of the Effective Date; and (d) fourth 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.

SCHEDULE A - STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 23000001461

Comprehensive Vendor Information Search

BACKGROUND

Beginning with a 2018 legislative directive DTMB Central procurement services works with a 3rd party contractor to provide comprehensive information on vendors with which the state does business. The goal is to improve operational efficiency and reduce fraud and risk when entering into contracts or agreements with vendors and ensuring oversight and compliance with, but not limited to, state tax programs and services provided through the state's social services agencies.

SCOPE

The State engages with approximately 4,500 contracted vendors throughout the year in various functions of State procurement. The State anticipates utilizing the proposed solution to obtain information on 2,000 vendors annually. The service must provide the State access to Vendor data information via a web portal with 24/7 availability.

1. Requirements

1.1. General Requirements

- A. The Contractor must maintain a business data repository to provide information on all vendor financials, products, operations, and competition. The State uses this information prior to, during, and after entering into any contract or other agreement for compliance oversight. The program must be available for use by all State Departments, Agencies, and local units of government.

The Contractor's Software will also provide analytical capabilities, critical predictive indicators, insights on the capabilities of companies, their potential risks, and fraud insights.

- B. The Contractor must gather and provide up-to-date metrics on all of the following:
- (1) A comprehensive database of commercial information.
 - (2) Whether a vendor has been identified as financially at-risk.
 - (3) Whether a vendor has been identified as having ethics, labor, or corruption issues that may affect its ability to do business with the State.
 - (4) Economic trends in the State, including identifying business growth areas.
 - (5) The performance of vendors indicted for or convicted of fraud along with a performance risk score and cumulative percentage of at-risk providers.
 - (6) Vendor accounting activity as an indicator of vendor viability.
- C. Contractor will provide the Information to the State.

- D. The Contractor may propose additional modules throughout the scope of the Contract that would provide additional benefits to the State regarding Vendor performance and risk, e.g., Cyber Security Risk Factors, Reputational Risk, ESG, Strategic Risk, etc.
- E. The Service must be provided to the State as both an online web access service and, when requested, as a batch file. Contractor will provide online web access via the Software, currently known as Risk Analytics and will provide the same access to any successor Software.
For any batch files, file submission and file return will be transferred using Contractor's Secured Transfer Protocol (STP) system accessible with user ID and Password on the web.
- F. The Service must be able to provide the option to have notification when a registered business falls into a financial state with such risk that would be impactive to the State.

1.2. Training

The Contractor must provide the following training:

- A. The Contractor must provide training on how to use the online tool to Agencies when requested.
- B. The Contractor must provide a training guide with a quick reference job aid for users.
- C. During Implementation, Contractor's Implementation Consultant will serve as the primary contact for all support needs. The Contractor's Sales Team will also be at hand for support and all other concerns.
- D. Post Implementation, Contractor's Customer Service Team will answer a range of inquiries including questions about data content, scores and ratings, data rectification, financials, corporate linkage, and product functionality. If necessary, queries can be escalated to ensure an Agency's request is dealt with by the appropriate person.

1.3. Specific Standards

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 Contract Activities must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

[DTMB - IT Policies, Standards & Procedures \(\[michigan.gov\]\(https://www.michigan.gov/dtmb\)\)](https://www.michigan.gov/dtmb/0,4570,7-293_17047_17048_17049_17050_17051_17052_17053_17054_17055_17056_17057_17058_17059_17060_17061_17062_17063_17064_17065_17066_17067_17068_17069_17070_17071_17072_17073_17074_17075_17076_17077_17078_17079_17080_17081_17082_17083_17084_17085_17086_17087_17088_17089_17090_17091_17092_17093_17094_17095_17096_17097_17098_17099_17100_17101_17102_17103_17104_17105_17106_17107_17108_17109_17110_17111_17112_17113_17114_17115_17116_17117_17118_17119_17120_17121_17122_17123_17124_17125_17126_17127_17128_17129_17130_17131_17132_17133_17134_17135_17136_17137_17138_17139_17140_17141_17142_17143_17144_17145_17146_17147_17148_17149_17150_17151_17152_17153_17154_17155_17156_17157_17158_17159_17160_17161_17162_17163_17164_17165_17166_17167_17168_17169_17170_17171_17172_17173_17174_17175_17176_17177_17178_17179_17180_17181_17182_17183_17184_17185_17186_17187_17188_17189_17190_17191_17192_17193_17194_17195_17196_17197_17198_17199_17200_17201_17202_17203_17204_17205_17206_17207_17208_17209_17210_17211_17212_17213_17214_17215_17216_17217_17218_17219_17220_17221_17222_17223_17224_17225_17226_17227_17228_17229_17230_17231_17232_17233_17234_17235_17236_17237_17238_17239_17240_17241_17242_17243_17244_17245_17246_17247_17248_17249_17250_17251_17252_17253_17254_17255_17256_17257_17258_17259_17260_17261_17262_17263_17264_17265_17266_17267_17268_17269_17270_17271_17272_17273_17274_17275_17276_17277_17278_17279_17280_17281_17282_17283_17284_17285_17286_17287_17288_17289_17290_17291_17292_17293_17294_17295_17296_17297_17298_17299_17300_17301_17302_17303_17304_17305_17306_17307_17308_17309_17310_17311_17312_17313_17314_17315_17316_17317_17318_17319_17320_17321_17322_17323_17324_17325_17326_17327_17328_17329_17330_17331_17332_17333_17334_17335_17336_17337_17338_17339_17340_17341_17342_17343_17344_17345_17346_17347_17348_17349_17350_17351_17352_17353_17354_17355_17356_17357_17358_17359_17360_17361_17362_17363_17364_17365_17366_17367_17368_17369_17370_17371_17372_17373_17374_17375_17376_17377_17378_17379_17380_17381_17382_17383_17384_17385_17386_17387_17388_17389_17390_17391_17392_17393_17394_17395_17396_17397_17398_17399_17400_17401_17402_17403_17404_17405_17406_17407_17408_17409_17410_17411_17412_17413_17414_17415_17416_17417_17418_17419_17420_17421_17422_17423_17424_17425_17426_17427_17428_17429_17430_17431_17432_17433_17434_17435_17436_17437_17438_17439_17440_17441_17442_17443_17444_17445_17446_17447_17448_17449_17450_17451_17452_17453_17454_17455_17456_17457_17458_17459_17460_17461_17462_17463_17464_17465_17466_17467_17468_17469_17470_17471_17472_17473_17474_17475_17476_17477_17478_17479_17480_17481_17482_17483_17484_17485_17486_17487_17488_17489_17490_17491_17492_17493_17494_17495_17496_17497_17498_17499_17500_17501_17502_17503_17504_17505_17506_17507_17508_17509_17510_17511_17512_17513_17514_17515_17516_17517_17518_17519_17520_17521_17522_17523_17524_17525_17526_17527_17528_17529_17530_17531_17532_17533_17534_17535_17536_17537_17538_17539_17540_17541_17542_17543_17544_17545_17546_17547_17548_17549_17550_17551_17552_17553_17554_17555_17556_17557_17558_17559_17560_17561_17562_17563_17564_17565_17566_17567_17568_17569_17570_17571_17572_17573_17574_17575_17576_17577_17578_17579_17580_17581_17582_17583_17584_17585_17586_17587_17588_17589_17590_17591_17592_17593_17594_17595_17596_17597_17598_17599_17600_17601_17602_17603_17604_17605_17606_17607_17608_17609_17610_17611_17612_17613_17614_17615_17616_17617_17618_17619_17620_17621_17622_17623_17624_17625_17626_17627_17628_17629_17630_17631_17632_17633_17634_17635_17636_17637_17638_17639_17640_17641_17642_17643_17644_17645_17646_17647_17648_17649_17650_17651_17652_17653_17654_17655_17656_17657_17658_17659_17660_17661_17662_17663_17664_17665_17666_17667_17668_17669_17670_17671_17672_17673_17674_17675_17676_17677_17678_17679_17680_17681_17682_17683_17684_17685_17686_17687_17688_17689_17690_17691_17692_17693_17694_17695_17696_17697_17698_17699_17700_17701_17702_17703_17704_17705_17706_17707_17708_17709_17710_17711_17712_17713_17714_17715_17716_17717_17718_17719_17720_17721_17722_17723_17724_17725_17726_17727_17728_17729_17730_17731_17732_17733_17734_17735_17736_17737_17738_17739_17740_17741_17742_17743_17744_17745_17746_17747_17748_17749_17750_17751_17752_17753_17754_17755_17756_17757_17758_17759_17760_17761_17762_17763_17764_17765_17766_17767_17768_17769_17770_17771_17772_17773_17774_17775_17776_17777_17778_17779_17780_17781_17782_17783_17784_17785_17786_17787_17788_17789_17790_17791_17792_17793_17794_17795_17796_17797_17798_17799_17800_17801_17802_17803_17804_17805_17806_17807_17808_17809_17810_17811_17812_17813_17814_17815_17816_17817_17818_17819_17820_17821_17822_17823_17824_17825_17826_17827_17828_17829_17830_17831_17832_17833_17834_17835_17836_17837_17838_17839_17840_17841_17842_17843_17844_17845_17846_17847_17848_17849_17850_17851_17852_17853_17854_17855_17856_17857_17858_17859_17860_17861_17862_17863_17864_17865_17866_17867_17868_17869_17870_17871_17872_17873_17874_17875_17876_17877_17878_17879_17880_17881_17882_17883_17884_17885_17886_17887_17888_17889_17890_17891_17892_17893_17894_17895_17896_17897_17898_17899_17900_17901_17902_17903_17904_17905_17906_17907_17908_17909_17910_17911_17912_17913_17914_17915_17916_17917_17918_17919_17920_17921_17922_17923_17924_17925_17926_17927_17928_17929_17930_17931_17932_17933_17934_17935_17936_17937_17938_17939_17940_17941_17942_17943_17944_17945_17946_17947_17948_17949_17950_17951_17952_17953_17954_17955_17956_17957_17958_17959_17960_17961_17962_17963_17964_17965_17966_17967_17968_17969_17970_17971_17972_17973_17974_17975_17976_17977_17978_17979_17980_17981_17982_17983_17984_17985_17986_17987_17988_17989_17990_17991_17992_17993_17994_17995_17996_17997_17998_17999_18000)

Acceptable Use Policy

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

1.4. User Type and Capacity

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employee	Administrative	3	3
State Employee	General	10	10

Contractor must be able to meet the expected number of concurrent Users listed above.

1.5. End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring and management.

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

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. Support is required for desktop and mobile and tablet browsers identified with over 2% of site traffic.

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

For additional State specifications for laptops, desktops and applications hosted in our data center, please refer to the 1345.00.xx series of the State Policy Standards and Procedures.

Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable are available after signing and returning to the State the required Nondisclosure Agreement (NDA) agreement.

2. Service Requirements

2.1. Timeframes

Any batch processing requests must be delivered within a mutually agreed upon timeframe as set forth in writing. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

3. Acceptance

3.1. Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: Contract Activities are available and accessible during the Contract Term and items provided align with costs described in Schedule B Pricing.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint an individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”). The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

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

Contractor’s Contractor Representative:

William Greene, Senior Client Director
 greenew@dnb.com
 (312) 345-4435 / (312) 961-9452

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:
Jillian Yeates 320 S. Walnut St. Lansing, MI 48933 Yeatesj@michigan.gov 517-275-1131	Jason Levine 1405 South Union Court Superior, CO 80027 Levinej@dnb.com (512) 421-4389

4.3. Program Manager

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

State:	Contractor:
Joseph Ernst 320 S. Walnut St. Lansing, MI 48933 ernstj@michigan.gov 517-275-1745	William Greene 5335 Gate Parkway Jacksonville, FL 32255 greenew@dnb.com (312) 345-4435

4.4. Customer Service and Technical Support, Repairs and Maintenance Number

The Contractor must specify its number for the State to contact the Contractor for Customer Service and for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm EST.

When providing technical support, the Call Center must resolve the caller’s issue within 3 hours.

- service.dnb.com is a service portal available 24/7 to initiate requests for support
- Customer Service – William Hinman - Direct: 770.644.7333/ hinmanw@dnb.com
- Tech Support – 1-866-465-3829

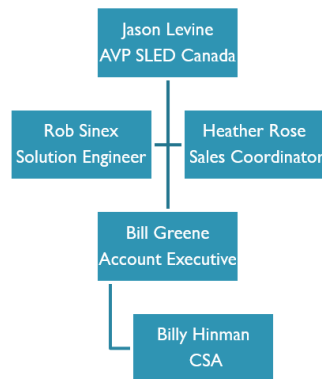
Agencies may register to receive communications from Contractor directly for service alerts and product updates affecting items such as core system performance, data and content, product delivery systems, and system security.

4.5. 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. EST and possible night and weekend hours depending on the requirements of the project.

4.6. Organizational Chart

The Contractor’s Organizational Chart:



4.7. Disclosure of Subcontractors

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

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

4.8. Security

The Contractor will be subject to security procedures if the Contractor's staff is required to enter State facilities.

5. Project Management

5.1. Project Plan

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

5.2. Meetings

The State may request meetings, as it deems appropriate. If travel is required for a requested meeting, the State will provide Contractor with 2 weeks notice prior to the meeting.

5.3. Reporting

The Contractor must submit to the Program Manager or other identified individual reports on an as needed basis:

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 will be a Delivery Order (DO) issued under the Contract.

8. Invoice and Payment

8.1. Invoice Requirements

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

8.2. Payment Methods

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

8.3. Procedure

Invoices must be submitted to the Program Manager for approval and payment.

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.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1.	Timely Deliveries
<p>Definition and Purpose</p>	<p>All orders must be delivered within the mutually agreed upon timeframe.</p> <p>AND/OR</p> <p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
<p>Acceptable Standard</p>	<ol style="list-style-type: none"> All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.1. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. <p>The acceptable standard is 100% compliance.</p>
<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<ol style="list-style-type: none"> \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly</p>

SLA Metric 1.	Timely Deliveries
	to the State. Payments made directly to the State will be completed within 10 days of notice of assessment.

SCHEDULE B PRICING

**Contract No. 230000001461
 Comprehensive Vendor Information Search**

Pricing includes 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).

Description of Product	Type of Results included	Annual Cost	Total Cost for 5 Years
Comprehensive Vendor Information Search Tool	D&B Risk Analytics – Supplier Intelligence Core+ with Standard Responsible Party Screening – 2,000 Vendor Records Under Management	\$89,745	\$448,725
Description of Product	Type of Results included	Cost Metrics for Batch Processes (per hit, per batch, etc.)	
Batch Processing Requests	D&B Supplier Data Services	Costs for batch services are dependent on type of project/data requested. Prices (per vendor record) can vary. Contractor and State will reach a mutual agreement on prices should project requirements manifest.	

SCHEDULE C – INSURANCE REQUIREMENTS

Contract No. 23000001461
Comprehensive Vendor Information Search

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

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

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

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits:	

Required Limits	Additional Requirements
\$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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

SCHEDULE D – SERVICE LEVEL AGREEMENT FOR HYBRID PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Support Hours**” means the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

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

2. Service Availability and Service Availability Credits.

2.1. Availability Requirement.

System Availability

System Availability” means the availability of the Services for access and use by Customer over the internet, as a percentage of time in the applicable measurement period by subtracting aggregate downtime for the quarterly interval from the basis period and expressing the result as a percentage of the total basis period (i.e., availability % = ((basis period – aggregate downtime) / basis period) x 100). This availability % excludes unavailability that is due, in whole or in part, to any: (a) delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement/Order; (b) Customer’s Internet connectivity; (c) Force Majeure Event; (d) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by D&B pursuant to this Agreement; or (e) Scheduled Maintenance.

System Availability target is 99%

(a) Downtime per year = 3.65 days

(b) Downtime per month is 7.30 hrs.

“Force Majeure Event” means any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Dun & Bradstreet’s reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or

partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

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

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

2.3 Scheduled Downtime.

Scheduled Maintenance During the Weekly Scheduled Maintenance Window

When necessary, D&B will schedule maintenance for D&B Risk Analytics between 10:00 (EST/EDT) Thursday and 6:00AM (EST/EDT) Friday*. This window is used to implement changes or perform regular maintenance that could cause disruption or performance degradation to our services. This window is used without prior notification to our customers.

*Scheduled maintenance for dependent functionality within D&B Risk Analytics may occur between Friday 11:00 PM ET – Saturday 7:00 AM ET and/or Saturday 11:00PM EST/EDT and Sunday 9:00AM EST/EDT and may impact certain areas of functionality within D&B Risk Analytics.

Scheduled Maintenance Outside of the Weekly Scheduled Maintenance Window

We make every effort to perform all maintenance that requires downtime within our scheduled weekly maintenance window. If maintenance needs to take place outside of this time, we will endeavor to provide two weeks’ notice. The notice of this maintenance will be provided via email to Customers or through notifications within D&B Risk Analytics.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, SLA of 3 seconds for 99% of the transactions.

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

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

3.1 Support Service Responsibilities.

CUSTOMER SERVICE

Customer Service is available by phone Monday through Friday 8am - 9pm EST at 1-800-618-7466

Customers may also visit our support website at <https://service.dnb.com/home> which is monitored during the same hours. The turnaround time target is 1business day.

Customers may also utilize the Customer Support link available within D&B Risk Analytics.

3.2 Technical Support

Customers requesting technical support may initiate such requests by visiting our support website at

<https://service.dnb.com/home> or calling 866-465-3829 at which time a case number will be provided. Customers will use this case number for all communications regarding the requested support.

Technical support channels are monitored 24/7/365.

PROBLEM REPORTING AND ESCALATION PROCEDURES

For products and services referenced on the support website, D&B continuously monitors the availability and performance. Customers experiencing a problem with the production service can report this to the D&B Customer Support website at <https://service.dnb.com/home> or calling 866-465-3829 (monitored 24/7/365).

Issues raised via the web form will be acknowledged and responded to within 24 hours. Continued updates will be provided to the customer based on the severity level.

RESPONSE AND RESOLUTION TARGETS

	Recommended Contact Method	Communication Updates	Resolution Update
Priority 1: Critical Impact	Fill out online form, then call 1-866-465-3829	every 2 hours	within 4 hours
Priority 2: Urgent	Fill out online form, then call 1-866-465-3829	every 4 hours	within 12 hours

Priority 3: Important	online form		every 3 days
Priority 4: Standard	online form		every 5 days

D&B ASSIGNS THE PRIORITY LEVEL BASED UPON THE FOLLOWING CONDITIONS

Priority 1	Critical Impact (System Outage) Customer's production use of the product, major application or mission-critical system is stopped, or so severely impacted, normal operation cannot continue. There is no acceptable workaround. The software may be operating but is severely restricted.
Priority 2	Urgent (Severe Impact/Degradation) Customer's production use of the application or a critical component of the application is stopped, or so severely impacted, normal operation cannot continue. There is no acceptable workaround. The overall application may be operating but is severely restricted.
Priority 3	Important (General Support/Functionality) Product features are unavailable, but a workaround exists and most of functions are still useable. Minor function/feature failure that the customer can easily circumvent or avoid. Request/challenging a data element.
Priority 4	Standard (Minimal Business Impact) Questions that do not require development resources and do not affect the function such as How To's documentation, general questions, or enhancement requests. There is no impact to product functionality or customer's operations.

Priority 1: Continued updates will be negotiated with the customer; however, updates should not exceed a frequency of every 2 hours. D&B strives to resolve a Priority 1 ticket within 4 hours.

Priority 2: Continued updates will be negotiated with the customer; however, updates should not exceed a frequency of every 4 hours.

D&B strives to resolve a Priority 2 ticket within 12 hours.

Priority 3: Continued updates will be negotiated with the customer; however, updates should not exceed a frequency of every 3 days.

D&B strives to resolve a Priority 3 ticket within 3 business days.

Priority 4: Continued updates will be negotiated with the customer; however, incidences will be acknowledged within 24 hours. D&B strives to resolve a Priority 4 ticket within 5 business days.

REMEDIATION OF SERVICE LEVEL FAILURE

Service Level Expectations are provided as information regarding typical performance. Should the Services fail to meet the Service Level Targets over a quarterly measurement period, D&B agrees to promptly develop a remediation plan describing the specific steps D&B will take, and applicable timelines, to address such shortfalls, which will be provided to Customer upon request.

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

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

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

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

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3.2 ("Support Service Level Requirements")**, and the Contract.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures for the D&B Risk Analytics web service and the assigned DUNS numbers available in the designated user accounts within the application.

- 4.2 Data Storage.** Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.
- 4.3 Data Backup.** Contractor will conduct, or cause to be conducted, daily back-ups for the D&B Risk Analytics web service and the assigned DUNS numbers available in the designated user accounts within the application.
- 4.4 Data Restoration.** If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation which includes access to the D&B Risk Analytics web service and the assigned DUNS numbers available in the designated user accounts within the application.
- 4.5 Disaster Recovery.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours (the “**DR Plan**”) and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. The RPO and RTO apply to the D&B Risk Analytics web service and the assigned DUNS numbers available in the user accounts within the application.

SCHEDULE E – DATA SECURITY REQUIREMENTS FOR HYBRID PURCHASES

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

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

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

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

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

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

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

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

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

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

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

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

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;

(d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

(e) ensure that all Contractor Representatives comply with the foregoing.

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

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

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](https://www.michigan.gov/1340.00.130.02-Acceptable-Use-of-Information-Technology). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Contract Activities, Contractor will:

5.1 for Hosted Services provided by the Contractor, maintain either a SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.2 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that aligns with the requirements of the State's data security policies as set forth in this Contract

5.3 throughout the Term, Contractor must not provide Hardware or Services from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

- 5.4** provide technical and organizational safeguards designed to prevent against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);
- 5.5** take all reasonable measures to:
- (a)** secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Contract Activities against “malicious actors” and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and
 - (b)** prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Contract Activities; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Contract Activities; and (iii) unauthorized access to any of the State Data;
- 5.6** Ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;
- 5.7** Ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;
- 5.8** Ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.
- 5.9** Contractor must permanently sanitize or destroy the State’s information, including State Data, from all media both digital and nondigital including backups using National Security Agency (“NSA”) and/or National Institute of Standards and Technology (“NIST”) (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.
- 6. Security Accreditation Process.** Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan

(SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within 90 days of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will assist with the creation of State approved POAMs, perform related reasonable remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

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

8. Security Audits.

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

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and once per year. during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site or remote audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site or remote audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably

acceptable to Contractor, provided that the State: (i) gives Contractor at least five (90) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments. For the avoidance of doubt, no inspection can take place during any investigation of an identified or perceived security threat by Contractor. In the event that the State conducts an audit through a qualified independent third party, such independent third party shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Contract to protect Contractor's proprietary information. In addition, nothing by virtue of this Schedule shall require Contractor to disclose (i) any data of any other customer of Contractor; (ii) any internal accounting or financial information; (iii) any trade secret of Contractor and (iv) any information that, in Contractor's reasonable opinion could: (a) compromise the security of Contractor's networks, systems or premises; (b) cause Contractor to breach its security and/or privacy obligations to any third party or customers; or (c) any information sought for any reason other than the reasons outlined in this agreement. any other confidential information that is not relevant for the purposes of the audit.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the Contractor's Vulnerability Management standards and processes Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

- (a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

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

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

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

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

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

- (a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

- (b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

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