



**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 7  
 to  
 Contract Number 180000000326

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	William Greene
	312.345.4435
	greenew@dnb.com
	CV0007164

<b>STATE</b>	<b>Program Manager</b>	Joe Ernst	DTMB
		517-275-1745	
		ernstj@michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 21, 2023
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$562,897.68	\$90,000.00	\$652,897.68		

**DESCRIPTION**

Effective December 22, 2022, this Contract is amended as follows:

- The State is exercising the final option year. The revised Contract expiration date is December 21, 2023.
- This Contract is hereby increased by \$90,000.00.
- The cumulative value for this Contract in Change Notice 6 was incorrect. The correct cumulative value should have been \$562,897.68.
- Please note the Contractor Contact has been changed to William Greene.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **18000000326**

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	Justin Woodward
	770-644-7304
	woodwardj@dnb.com
	CV0007164

<b>STATE</b>	Program Manager	Joe Ernst	DTMB
		517-275-1745	
		ernstj@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<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**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		N/A
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$472,897.68	\$0.00	\$472,897.68		

**DESCRIPTION**

Effective April 6, 2022, the following changes are hereby incorporated into this Contract:

Dun & Bradstreet, Inc. ("D&B") and the Michigan Department of Technology, Management & Budget ("DTMB") as parties to Contract No. 18000000326 ("Contract"), and its attached D&B License Agreement 11-16 ("License") hereby amend the License in the following manner:

- D&B confirms that pursuant to the existing License, Section 4.5, DTMB may retain all firmographic data that D&B provides, in perpetuity, and has full ownership and control of such data. "Firmographic data" in this context means basic business information such as name, address, and contact information. This data includes but is not limited to, DNB Name, DNB Tradestyle, DNB Address Line 1, DNB Address line 2, DNB City, DNB State, DNB Country, DNB Postal, DNB Postal Ext, undeliverable status, operating status, standalone status.
- In addition, DTMB may also retain and continue to use 1) diversity supplier data and 2) opportunity zone data (collectively, "Retained Data") for up to five years after any relevant D&B contract has expired. Diversity supplier data includes, but is not

limited to, information regarding the designation of a business as a, Minority-Owned, Minority Business Enterprise (MBE), Women-Owned, Woman Business Enterprise (WBE), Woman owned small business (WOSB), Veteran Owned, Disabled Veteran Business Enterprise (DVBE), Disadvantaged Veteran Enterprise (DVE), Service Disabled Veteran (SDV), Vietnam Veteran, Veteran Business Enterprise (VBE), Disadvantaged Business Enterprise (DBE), Federal Airport Concession Disadvantage Business Enterprise (ACDBE), Local Disadvantaged Business Enterprise (LDB), Small Disadvantaged Business (SDB), Disabled Owned, 8(A) Designation, HUBZone Certified, Historically Black Colleges / Universities & Minority Serving Institutions (HBCU/MI), Certified Small Business, Alternative Sexuality/LGBT (GLB), Alaskan Native Corporation (ANC), or Small Business. Opportunity zone data includes, but is not limited to, information regarding a business's, principal place of business in MI, census tract, location in or out of a qualified opportunity zone, and designation as a small business using DTMBs definition. The DTMB will pay a fee to D&B for continued use of D&B Retained Data and at no time will such fee exceed 20% of the total Statement of Work value, or \$10,000 (whichever is lower). The fee for Retained Data shall be determined no later than 30 days prior to the end of the Contract.

3. During the five-year period of retention and use, DTMB shall retain all usage rights currently afforded by the License. DTMB agrees that, where practical, it will append a disclaimer to any Retained Data indicating that it is no longer being updated. DTMB shall not publish, distribute, or otherwise make available any Retained Data to any third party without D&B's prior written consent, unless otherwise required by law. When the five-year period of retention has ended, D&B shall not require deletion or other extraction of the Retained Data from any DTMB internal systems and DTMB shall retain the right to use such data for internal and governmental purposes in perpetuity, and DTMB shall not publish, distribute, sell, or otherwise make available any Retained Data to any third party for any commercial purposes, except where required by law.

4. Any State-purchased refresh of the Retained Data by D&B will reset the five-year retention period, which will start anew as indicated in Section 2 above. Any additional data elements purchased by DTMB may be added to the Retained Data by mutual agreement at the time of purchase.

Except where this Amendment has provided updated terms and provisions, any terms and provisions of the original License shall remain in full force and effect. To the extent that any provision of this Amendment is inconsistent with the terms of the License, the terms of this Amendment shall govern with regard to the subject of the inconsistency.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **18000000326**

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	Justin Woodard
	770-644-7304
	woodardj@dnb.com
	CV0007164

<b>STATE</b>	Program Manager	Joe Ernst	DTMB
		517-275-1745	
		ernstj@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2021
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 21, 2022
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$472,897.68	\$90,000.00	\$562,897.68		

**DESCRIPTION**

Effective December 17, 2021, this Contract is amended as follows:

- The State is exercising the fourth option year. The revised expiration date is December 21, 2022.
- This Contract is hereby increased by \$90,000.00.
- The attached Statement of Work and Pricing is hereby incorporated into this Contract.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Contract 180000000326**  
**Change Notice #5**  
**Statement of Work**

State of Michigan  
Central Procurement Services  
Department of Technology, Management, and Budget

Contractor will provide the State with a reliable vendor data management service anchored on the D&B proprietary D-U-N-S® Number that is encompassed in a web-based information subscription for real-time analytics on vendors, new and existing.

The subscription is as follows:

**I. D&B Supplier Risk Manager® Core & Analytics**

A detailed description of the solution is:

**I. D&B Supplier Risk Manager®**

To provide the State's procurement offices/departments with access to real-time D&B vendor data and analytics, Contractor will provide unlimited user licenses of D&B Supplier Risk Manager® core solution with Analytics module.

D&B Supplier Risk Manager® is modular web application and for the State the following modules will be executed:

**A. Core Module**

The Dashboard will provide an understanding of current vendor risks and provide the necessary tool to quickly look up a vendor by name and country, D-U-N-S® Number or the State's supplier ID. The State can search the global D&B database, the personal Supplier Risk Manager folders or the supply base loaded in Supplier Risk Manager.

Via the Core module, all Supplier Risk Manager users are able to access the individual's business' Dun & Bradstreet report that includes all proprietary Trade, Corporate Linkage, Risk Analysis, Demographic, and Public Filings information.

- Demographic information
- Publicly available court and registration information
- Corporate relationship information
- Financial and predictive risk information
- Predictive indicators – Supplier Risk Manager to include access to current and prior 12-months scores

**B. Alerts Module**

Alerts will help the State stay informed of specific events and trends that may impact the State's suppliers, supplier's suppliers, and County. The State can customize Alerts by setting thresholds on over 25 data elements.

**C. Locator Module**

Locator helps the State search for suppliers by specific criteria, such as: industry, location, size, socioeconomic/diversity status, risk scores, etc.

**D. Supply Base Analytics Module**

The State's vendor data from a vendor file provided to Contractor would be integrated into the Analytics Module.

Contractor will provide unlimited user licenses as well as unlimited vendor/supplier look-up functionality for the 12-month term.

**Contract 180000000326**  
**Change Notice #5**  
**Pricing**

State of Michigan  
Central Procurement Services  
Department of Technology, Management, and Budget

**Budget:**

\$90,000.00

**Period of Performance:**

12 Months (December 22, 2021 – December 21, 2022)

<b>Product Description</b>
Supplier Risk Manager Includes: Supply Base Module Includes: Alerts Module Includes: Locator Module Includes: Survey Module Up to 2,000 Registered and/or Watchlist suppliers in total based on Unique Duns International Watchlist: Up to 10% of Registered Supply Base Additional Supplier cost: \$1000.00 per 50, up to a maximum of 200 Additional Suppliers Add-On: Supply Base Analysis (SBA) Module Customer to submit up to 2,000 input records Additional SBA input record cost: \$6.14 per record Supply Base Analysis Refresh Schedule: Up to 3 Add-On: Consulting Services – 8 hours
International Watchlist allows up to the above percentage of Registered Supply Base for International Watchlist outside of the US and Canada.

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



**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **18000000326**

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	Justin Woodward
	770-644-7304
	woodwardj@dnb.com
	CV0007164

<b>STATE</b>	<b>Program Manager</b>	Joe Ernst	DTMB
		517-275-1745	
		ernstj@michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2021
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 21, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$390,000.00	\$82,897.68	\$472,897.68		

**DESCRIPTION**

Effective May 6, 2021, this Contract is amended as follows:

- The attached Statement of Work and Pricing is hereby incorporated into this Contract.
- \$82,897.68 is hereby added to this Contract for DTMB use per the attached Statement of Work.

Please note that the expiration date on Change Notice 3 was incorrect and has been corrected on this Change Notice. The correct expiration date is December 21, 2021.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.



**Contract 18000000326  
Change Notice #4**

**Statement of Work**

Contractor will provide the State with access to and use of the Services provided in this Statement of Work (SOW).

The services are as follows:

- I. D&B for Supply**
- II. API Professional Services**
- III. Supply Comply Implementation**

A detailed description of the services are:

**I. D&B for Supply**

The State is licensed to access and use the D&B Data Blocks selected below, to manage the Records Under Management (or "RUM") specified below and other company records made available to the State under this SOW, solely for use within the "Supply" domain (that is, supply chain analytics, supplier evaluation, supplier normalization/rationalization, monitoring, and management, strategic sourcing, e-procurement catalog, trading partner, and bid management, logistics, materials and inventory management, accounts payable, general ledger analysis, and balance of trade analysis).

**A. Domain Use – RUM**

- US/Canada 85,000
- Europe 0
- LATAM 0
- APAC 0

**B. Domain Use – Data Blocks**

- Company Entity Resolution Level I
- Company Information Level 3
- Diversity Insights Level 3

**C. Domain Master Data – RUM**

- US/Canada 85,000
- Europe 0
- LATAM 0
- APAC 0

**D. Domain Master Data – Data Blocks**

- Company Entity Resolution Level I
- Company Information Level 3

**Delivery:**

The Data Blocks selected above may be delivered in either or both of the following Services, where available:

- API Delivery via D&B Direct Plus
- Batch file delivery

**Delivery Terms:**

- Development Keys are available for D&B Direct Plus upon delivery of service.

**II. API Professional Services**

- A.** The purpose of these Services is to advise on or support the State's API Implementation.
- B.** The Contractor will provide up to 20 hours of support across the following types of optional Services over a period of 90 days, commencing upon the Start Date (Within 1 Week of Effective Date):
- Architectural & requirements review – typically a 1-2 hour call between to review architectural & requirements document prepared by the State.
  - Design, code and QA review – calls as needed according to the State's project schedule, once scope is confirmed.
  - API integration sample code and developer assistance
  - API documentation review and walkthrough – typically a 1 hour call to review documentation and answer questions.
  - Engineering Training on API products – upon request to assist and answer questions related to Contractor's products.

**C. Customer Requirements**

The State is responsible for the following:

- Project Management and the management of State resources during implementation.
- Provision of resources for project planning, work sessions and review meetings.
- Provision of resources, documentation, data and/or environments required to complete Deliverables as outlined in this SOW.

**D. Changes to Statement of Work:**

Any changes to the Deliverables defined in this SOW must be mutually agreed to in writing by the parties, via a Contract Change Notice, and may result in additional charges.

**Delivery:**

- API Delivery via D&B Direct Plus: New D&B Direct Plus Implementation
  - API Advisory Services are required for the first Contract Term of any new D&B Direct Plus API implementation and are not available for any subsequent Contract Terms.
    - Included API Advisory Service hours: 20 (Contract Term I only)
    - Additional hours can be purchased for \$250 per hour

**III. Supply Comply Implementation**

The purpose of these services will be to advise on or support the State's implementation of Contractor's Services.

**A. Project Overview**

• **Customer Requirements**

The State is responsible for the following:

- Participation in and provision of resources for project planning, work sessions and interviews, execution, and review meetings
- Provision of resources, documentation, data and/or environments required to complete Deliverables as outlined in this SOW.
- Final validation of Contractor's Deliverables and providing written feedback to the Contractor for final revisions. The validation phase shall not exceed one month in duration.

**B. Changes to Statement of Work:**

Any changes to the Deliverables defined in this SOW must be mutually agreed to in writing by the parties, via a Contract Change Notice, and may result in additional charges.

**Contract 18000000326**  
**Change Notice #4**  
**Pricing**

**Budget:**

\$82,897.68

**Period of Performance:**

12 Months (May 6, 2021 – May 5, 2022)

<b>Product Description</b>
D&B for Supply  Supply Comply Implementation Services/Professional Services  API Professional Services
<p><b>LICENSE TERMS</b> Each period specified herein, beginning with the applicable Service Start Date(s) and ending with the applicable Service End Date(s), is referred to as a "Contract Term" (or individually as "Contract Term 1", "Contract Term 2" etc., as applicable).</p> <p><b>TERMS &amp; CONDITIONS – D&amp;B FOR SUPPLY</b> Customer is licensed to use the Services solely for the Use(s) identified within the Product Description. Customer has unlimited access to the licensed Data Blocks for all Entities included within the universe of Records Under Management. Additional use cases, entitlements, capabilities and/or data not explicitly granted herein shall require execution of a Change Order between D&amp;B and Customer.</p> <p>Customer may not share D&amp;B Information with third parties to support or facilitate the conversion of D&amp;B Information to digital identifiers intended to support online advertising, targeting, marketing or related activities which would compete with similar D&amp;B services.</p> <p>Any unused amounts associated with the Services or carryovers from previous agreements will not be carried over or credited to current or subsequent Contract Terms.</p> <p><b>D&amp;B DIRECT PLUS – TERMS &amp; CONDITIONS</b> Customer has access to data at a rate of up to 5 Queries Per Second. Customer shall not perform or permit bulk/batch loads using any Software unless it has received D&amp;B's prior written approval. D&amp;B reserves the right to limit the volume of inquiries placed at any time. Customer also shall not robotically or otherwise automatically harvest data through any Software.</p> <p>Customer agrees that it will upgrade its hardware and/or software, at its own expense, in order to maintain compatibility with Service modifications which are made from time to time. Customer will cooperate with and provide all necessary information and</p>

resources to assist D&B in providing the Service to Customer.

**DEVELOPMENT KEY LICENSE:** All D&B Direct Plus Terms and Conditions are applicable to the Development Key license. In addition, the following Terms and Conditions apply:

1. The Development API Key may only be used by Customer for the internal purpose of familiarizing itself with the Services, for development and testing, and to understand its uses and applications. Customer may not make any commercial use of such Services whatsoever.
2. Customer has access to up to 1,000 Calls per week, in aggregate, across all capability and content selected above, including no more than 100 Scores if selected herein.

**TERMS & CONDITIONS: SUPPLY COMPLY IMPLEMENTATION  
SERVICES/PROFESSIONAL SERVICES  
LICENSE**

Customer is licensed to use the Information and/or Software solely for the (i) Purpose of Use, if any, provided herein and/or (ii) in the Applications, if any, provided herein which may be commercially available or Customer developed.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **18000000326**

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	Justin Woodard
	770-644-7304
	woodardj@dnb.com
	CV0007164

<b>STATE</b>	Program Manager	Joe Ernst	DTMB
		517-275-1745	
	ernstj@michigan.gov		
	Contract Administrator	Jillian Yeates	DTMB
(517) 275-1131			
yeatesj@michigan.gov			

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2020
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input checked="" type="checkbox"/>		N/A
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$300,000.00	\$90,000.00	\$390,000.00		

**DESCRIPTION**  
 Effective January 5, 2021, \$90,000 is hereby added to the Contract for DTMB Central Procurement Services use. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on January 5, 2021.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
 to  
 Contract Number **180000000326**

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	Justin Woodard
	770-644-7304
	woodardj@dnb.com
	CV0007164

<b>STATE</b>	<b>Program Manager</b>	Joe Ernst	DTMB
		517-275-1745	
		ernstj@michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2020
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 21, 2021
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$300,000.00	\$0.00	\$300,000.00		

**DESCRIPTION**

Effective December 20, 2020, this Contract is amended as follows:

- The State is exercising the third option year. The revised expiration date is December 21, 2021.
- The attached Statement of Work and Pricing is hereby incorporated into this Contract.
- Please note, the Program Manager has been changed to Joe Ernst (Standard Contract Terms, Section 4) and the Contractor's Contact has been changed to Justin Woodard.

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

# Contract 18000000326

## Change Notice #2

### Statement of Work

Contractor will provide the State with a reliable vendor data management service anchored on the D&B proprietary D-U-N-S® Number that is encompassed in a web-based information subscription for real-time analytics on vendors, new and existing.

The subscription is as follows:

- I. **D&B Supplier Risk Manager® Core & Analytics**
- II. **D&B Michigan Economic Analysis**

A detailed description of the solution is:

#### I. **D&B Supplier Risk Manager®**

To provide the State's procurement offices/departments with access to real-time D&B vendor data and analytics, Contractor will provide unlimited user licenses of D&B Supplier Risk Manager® core solution with Analytics module.

D&B Supplier Risk Manager® is modular web application and for the State the following modules will be executed:

#### A. **Core Module**

The Dashboard will provide an understanding of current vendor risks and provide the necessary tool to quickly look up a vendor by name and country, D-U-N-S® Number or the State's supplier ID. The State can search the global D&B database, the personal Supplier Risk Manager folders or the supply base loaded in Supplier Risk Manager.

Via the Core module, all Supplier Risk Manager users are able to access the individual's business' Dun & Bradstreet report that includes all proprietary Trade, Corporate Linkage, Risk Analysis, Demographic, and Public Filings information.

- Demographic information
- Publicly available court and registration information
- Corporate relationship information
- Financial and predictive risk information
- Predictive indicators – Supplier Risk Manager to include access to current and prior 12- months scores

#### B. **Alerts Module**

Alerts will help the State stay informed of specific events and trends that may impact the State's suppliers, supplier's suppliers, and County. The State can customize Alerts by setting thresholds on over 25 data elements.

#### C. **Locator Module**

Locator helps the State search for suppliers by specific criteria, such as: industry, location, size, socioeconomic/diversity status, risk scores, etc.

**D. Supply Base Analytics Module**

The State's vendor data from a vendor file provided to Contractor would be integrated into the Analytics Module.

Contractor will provide unlimited user licenses as well as unlimited vendor/supplier look-up functionality for the 12-month term.

**II. Dun & Bradstreet Michigan Economic Analysis**

On a bi-annual basis, Contractor will provide a consultative economic dashboard on the economy of Michigan to include snapshots of Financial Stress and Growth/Decay indicators.



**Contract 18000000326**

**Change Notice #2**

**Pricing**

**Budget:**

\$90,000

**Period of Performance:**

12 Months (December 22, 2020 – December 21, 2021)

**Product Description**

Supplier Risk Manager

Includes: Supply Base Module

Includes: Alerts Module

Includes: Locator Module

Includes: Survey Module

Up to 2,000 Registered and/or Watchlist suppliers in total based on Unique Duns

International Watchlist: Up to 10% of Registered Supply Base

Additional Supplier cost: \$1,000.00 per 50, up to a maximum of 200 Additional Suppliers

Add-On: Supply Base Analysis (SBA) Module

Customer to submit up to 2,000 input records

Additional SBA input record cost \$6.14 per record

Supply Base Analysis Refresh Schedule: Up to 3

Add-On: Consulting Services – 8 hours

SMS Data Services

Batch Data Output

Number of Replica Files – 1

Additions (see Additional Detail below)

State of Michigan Market Analysis – 1

**ADDITIONAL DETAIL**

-State of Michigan Market Analysis

Detailed Description: Market Analysis: includes one full day per quarter of Consulting Services

**ADDITIONAL VENDOR RECORDS:** Records submitted in addition to the file submissions number of records referenced herein per Contract Term will be invoiced at the Additional/Overage per record cost listed herein and will be included in Current Term license. The Term for additional records will coincide with the Contract Term listed herein.

International Watchlist allows up to the above percentage of Registered Supply Base for International Watchlist outside of the US and Canada.

**ADDITIONAL RECORDS:** Term for additional records will coincide with the Contract Term listed herein.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 17118000000326

<b>CONTRACTOR</b>	DUN & BRADSTREET, INC.
	103 JFK Parkway
	Short Hills, NJ 07078
	William Greene
	312-345-4435
	greenew@dnb.com
CV0007164	

<b>STATE</b>	<b>Program Manager</b>	Nick Keilen	DTMB
		517-243-9850	
		keilenn@michigan.gov	
	<b>Contract Administrator</b>	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

**CONTRACT SUMMARY**

<b>DNBI SUBSCRIPTION</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
December 22, 2017	December 21, 2018	5 - 1 Year	December 21, 2018
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		December 21, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$90,000.00	\$210,000.00	\$300,000.00		

**DESCRIPTION**

Effective December 22, 2018, this Contract is amended as follows:

- The State is exercising the first two option years and is increased by \$210,000 for DTMB use. The revised contract expiration date is December 21, 2020.
- The attached Statement of Work and pricing is hereby incorporated into this Contract.
- Please note the Contract Administrator has been changed to Jillian Yeates (Standard Contract Terms, Section 2 and Section 3).
- Please note the Program Manager has been changed to Nick Keilen (Standard Contract Terms, Section 4).

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

**Change Notice #1**

**Statement of Work**

Contractor will provide the State with a reliable vendor data management service anchored on the D&B proprietary D-U-N-S® Number that is encompassed in a web-based information subscription for real-time analytics on vendors, new and existing.

The subscription is as follows:

- I. D&B Supplier Risk Manager® Core & Analytics
- II. D&B Michigan Economic Analysis

A detailed description of the solution is to follow.

**I. D&B Supplier Risk Manager®**

To provide the State's procurement offices/departments with access to real-time D&B vendor data and analytics, Contractor will provide unlimited user licenses of D&B Supplier Risk Manager ® core solution with Analytics module.

D&B Supplier Risk Manager® is modular web application and for the State the following modules will be executed:

**A. Core Module**

The Dashboard will provide an understanding of current vendor risks and provide the necessary tool to quickly look up a vendor by name and country, D-U-N-S® Number or the State's supplier ID. The State can search the global D&B database, the personal Supplier Risk Manager folders or the supply base loaded in Supplier Risk Manager.

Via the Core Module, all Supplier Risk Manager users are able to access the individual's business' Dun & Bradstreet Report that includes all proprietary Trade, Corporate Linkage, Risk Analysis, Demographic, and Public Filings information.

- a. **Demographic Information**
- b. **Publicly Available Court & Registration Information**
- c. **Corporate Relationship Information**
- d. **Financial & Predictive Risk Information**
- e. **Predictive Indicators**

With Supplier Risk Manager™ all assigned the State users will have access to a business' current and previous (last 12-months):

**B. Alerts Module**

Alerts will help the State stay informed of specific events and trends that may impact the State's suppliers, suppliers' suppliers—and County. The State will be notified by e-mail when Contractor has new information about a vendor on the State's watchlist. The State can customize Alerts by setting thresholds on over 25 data elements. – up to 10,000 vendors.

### **C. Locator Module**

### **D. Supply Base Analytics Module**

The State's vendor data from a vendor file provided to Contractor would be integrated into the Analytics Module.

Contractor will provide unlimited user licenses as well as unlimited vendor/supplier look-up functionality for the 12-month subscription.

### **II. Dun & Bradstreet Michigan Economic Analysis**

On a quarterly basis, Contractor will provide a consultative economic dashboard on the economy of Michigan to include snapshots of Financial Stress and Growth/Decay indicators.

**Contract 171 18000000326**

**Change Notice #1**

**Pricing**

**Budget:** \$210,000  
\$105,000 per year

**D&B License Terms:** License Agreement (11-16) Government

**Period of Performance:** 24 Months (December 22, 2018 – December 21, 2020)

**Product Description**

**Supplier Risk Manager**

Includes: Core Module  
Includes: Alerts Module  
Includes: Locator Module

Up to 2,000 Registered and/or Watch list suppliers in total based on Unique Duns

Additional Supplier cost: \$350.00 per 50, up to a maximum of 200 Additional Suppliers

Add-On: Supply Base Analysis (SBA) Module  
Customer to submit up to 2,000 input records  
Supply Base Analysis Refresh Schedule: Up to 5

**Dun & Bradstreet Michigan Economic Analysis**

Includes: Economic Dashboard  
Refresh Schedule: Quarterly

**ADDITIONAL VENDOR RECORDS**

Records submitted in addition to the file submissions number of records referenced herein per contract year will be invoiced at the Additional/Overage per record cost listed herein and will be included in current Contract Year license. The Term for additional records will coincide with the Contract Year listed herein.

International Watch list allows up to the above percentage of Registered Supply Base for International Watch list outside of the US and Canada.

**ADDITIONAL RECORDS**

Term for additional records will coincide with the contract year listed herein.



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 525 W Allegan St., Lansing, Michigan 48933  
 P.O. BOX 30026 Lansing, Michigan 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **171 180000000326**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Dun & Bradstreet, Inc
	103 JFK Parkway
	Short Hills, NJ 07078
	William Greene
	312.345.4435
	greenew@dnb.com
2360	

<b>STATE</b>	Program Manager	William Camp	DTMB
		517-284-7022	
Contract Administrator	campw@michigan.gov		
	Jared Ambrosier	DTMB	
	517-284-6398		
		ambrosierj@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: DnBi Subscription</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
December 22, 2017	December 21, 2018	5, 1-Year Options	December 21, 2018
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$90,000</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and [Insert Company Name] (“**Contractor**”), a Dun & Bradstreet, Inc, a Delaware corporation. This Contract is effective on 12/22/17 (“**Effective Date**”), and unless terminated, expires on 12/21/18

This Contract may be renewed for up to 5 additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

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

<b>If to State:</b> William Camp Supplier Relations Manager 517-284-7022 campw@michigan.gov	<b>If to Contractor:</b> William R. Greene Strategic Sales Executive Government Solutions D&B - Dun & Bradstreet Office: 312.345.4435 Cell: 312.961.9452 greenew@dnb.com
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- 3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

<b>State:</b> Jared Ambrosier Category Directory, Commodities 517-284-6398 ambrosierj@michigan.gov	<b>Contractor:</b> William R. Greene Strategic Sales Executive Government Solutions D&B - Dun & Bradstreet Office: 312.345.4435
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	Cell: 312.961.9452 greenew@dnb.com
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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”):

<b>State:</b> William Camp Supplier Relations Manager 517-284-7022 campw@michigan.gov	<b>Contractor:</b> William R. Greene Strategic Sales Executive Government Solutions D&B - Dun & Bradstreet Office: 312.345.4435 Cell: 312.961.9452 greenew@dnb.com
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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) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor’s or a subcontractor’s performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.  Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and

agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
--

<b>Professional Liability (Errors and Omissions) Insurance</b>
--

<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss
--

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

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 by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
 Cashiering  
 P.O. Box 30681  
 Lansing, MI 48909

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 DTMB-Procurement.

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

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

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

10. **Subcontracting.** For the purposes of this Contract, a “subcontractor” is defined as any corporation, partnership, individual or other entity that provide services solely to the State under this Contract and to none of the Contractor’s other customers. 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.
11. **Reserved.**
12. **Background Checks.** Upon request, 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.
13. **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.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor’s organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor’s stock; (b) a sale of substantially all of Contractor’s assets; (c) a change in a majority of Contractor’s board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. Disclosures filed with the Securities and Exchange Commission (SEC) will be deemed sufficient to meet Contractor’s obligations with respect to the above disclosures.  
  
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.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities will be provided in accordance with Schedule A, the Statement of Work.
17. **Reserved.**
18. **Reserved**
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State’s receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State’s exclusive use. Notwithstanding the foregoing, all prices are inclusive 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 (go to <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.

**21. Reserved.**

**22. 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 purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

**24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**25. 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**"). At the State's option, this Contract may be automatically extended through the end of the transition period for a cost/price equal to 33% of the annualized price.

**26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (b) 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 if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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

27. **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.
28. **Limitation of Liability.** Except for breach of the Contractor's intellectual property rights as set forth in the attached License Agreement, the State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract. Disclosures filed with the Securities and Exchange Commission (SEC) will be deemed sufficient to meet Contractor's obligations with respect to the above disclosures.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State under this Contract, 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 purposes.
31. **Contractor Data.** All data and information provided to the State as deliverables under this Contract shall be subject to the terms of the Contractor's Master License Agreement which are hereby incorporated into this Contract. Regardless of any language to the contrary, if the State is required by law or court order to provide copies of deliverables under this Contract to third parties, and the State has provided written notice of FOIA request as well as a reasonable opportunity for the Contractor to defend itself against such release, the State will not be in violation of the Master License Agreement, the terms of this Agreement, or the Copyright Act of 1976, and Contractor waives all right of action related to such legally compelled disclosure.
32. **RESERVED**
33. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

- 34. **Reserved**
- 35. **Reserved**
- 36. **Reserved**

- 37. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 38. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (e) the Contract signatory has the authority to enter into this Contract; (f) 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; (g) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and (h) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A

breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

39. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
40. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
41. **Reserved**
42. **Reserved**
43. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
44. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
45. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
46. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
47. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
48. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.  
  
Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
49. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
50. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly

incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



## Dun & Bradstreet License Agreement (11-16) – Government

This License Agreement (“Master Agreement”) is between Dun & Bradstreet, Inc. (“D&B”) and the customer named below (“Customer”) and is effective as of the date set forth below in the column reflecting D&B’s signature (“Effective Date”). In consideration of the mutual obligations set forth in this Master Agreement, each party agrees to the terms and conditions below and represents that this Master Agreement is executed by duly authorized representatives. Customer and D&B may be sometimes referred to in this Master Agreement each individually as a “party” or collectively as the “parties”. The Services subject to this Agreement are identified in the attached Purchase or Task Order (“the Order”) issued by Customer to D&B which may include particular Service-specific terms and conditions.

	<b>DUN &amp; BRADSTREET, INC.</b>	<b>Customer:</b>	State of Michigan
<b>Signature:</b>		<b>Signature:</b>	
<b>Print Name:</b>		<b>Print Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Date:</b>		<b>Date:</b>	

### I. Definitions

The definitions for the defined terms used in the Agreement are contained below or in the body of the Agreement.

1.1 “Affiliates” means entities that control, are controlled by, or are under common control with, a party to the Agreement.

1.2 “Agreement” means this Master Agreement, any Orders, addendum, statements of work, and schedules.

1.3 “Claim” means any claim, demand, suit or proceeding.

1.4 “Confidential Information” means information provided by Discloser to the Recipient that Discloser designates in writing to be confidential, or information that the Recipient ought to reasonably know is confidential. Confidential Information may include information that is subject to the Freedom of Information Act, MCL 15.231 *et seq.*; however, to the extent that an exemption from disclosure to third parties under the Freedom of Information Act, MCL 15.231 *et seq.*, may be applied in good faith to the Confidential Information, the State will assert such an exemption to the extent permitted by law.

1.5 “Contact Information” means professional information D&B collects and compiles relating to a person in the context of business which may include but is not limited to names, titles, business phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles.

1.6 “Contractor” means third parties provided with Information or accessing the Services solely to support Customer.

1.7 “Customer Controlled Environment” means a facility or location that is owned, used or leased by Customer or under Customer’s operational control.

1.8 “Data Subject” means an individual person who is the subject of, represented within or identifiable by Contact Information.

I.9 “Documentation” means any manuals, instructions or other documents or materials that D&B provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

I.10 “Disclose” means the party disclosing Confidential Information.

I.11 “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.

I.12 “Initial Term” means the Master term of an Order as further described in Section 3.2.

I.13 “License” has the meaning set forth in Section 3.1.

I.14 “Losses” means all losses, costs and damages, including reasonable counsel fees.

I.15 “Non-Operational” means not used to support the on-going operations of the Customer such that Information is not susceptible to use as a substitute for the Services licensed by D&B.

I.16 “Order” means the ordering document for Services which may include particular Service-specific terms and conditions.

I.17 “Personal Information” for purposes of Section 4.2, 4.4, and 7.3, shall have the same meaning as Personal Data as in the European Data Protection legislation.

I.18 “Privacy Principles” for purposes of Section 4.2, 4.4, and 7.3, means the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield framework, as amended from time to time, and available at <https://www.privacyshield.gov/> or other subsequent location designated by the U.S. Department of Commerce. For purposes of clarification, Privacy Principles include, but are not limited to, the principles of notice, choice, accountability for onward transfer, security, data integrity, and purpose limitation, access and recourse, enforcement and liability, as well as any applicable supplemental principle.

I.19 “Recipient” means the party receiving Confidential Information.

I.20 “Representatives” means employees and vendors of the Recipient as further described in Section 8.3.

I.21 “Requests” means complaints, inquiries and opt-outs.

I.22 “Retained Information” has the meaning set forth in Section 4.5.

I.23 “Services” shall have the meaning set forth in Section 2.

I.24 “Software” means computer programs or applications (including those accessed remotely), documentation, and media.

I.25 “Term” shall have the meaning set forth in Section 3.2.

I.26 “Third Party Providers” means third parties that provide data, Software or services to D&B for use in providing the Services to D&B customers.

I.27 “Unauthorized Code” means any virus, trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data.

## **2. Scope of Agreement**

D&B, either directly or through its Affiliates, shall, subject to the Agreement, make available to Customer the Information, Software, and other services, identified in Orders entered into from time to time by D&B and Customer (the "Services"). Where there is a conflict between the terms of any Order and this Master Agreement, the terms of the Order shall control with respect to the Services set forth in such Order and solely to the extent of the conflict.

### **3. Licenses**

3.1 D&B grants to Customer a non-exclusive, non-sublicensable, non-transferable license ("License") to use and display the Information and Software (in object code format only) constituting the Services specified in an Order. All rights not expressly granted hereunder are reserved to D&B.

3.2 Each License is for a term of twelve (12) months, beginning on the effective date of the Order, unless another term is specified in the Order ("Initial Term"). The Initial Term and any renewal period for an Order or License constitute "the Term" for such Order or License.

3.4 In the event a particular Order allows for Customer to make Services available to its Affiliates, Affiliates are bound by the same terms and conditions as Customer under the Agreement and Customer is responsible and liable for the Affiliates' acts and/or omissions which if done by Customer itself would be a breach of the Agreement.

3.5 If the Customer identified in the signature block above is part of the executive, legislative or judicial branches of the US Federal Government and Customer procuring the Services pursuant to the federal acquisition regulations or applicable agency supplements, the Information and Software is a Commercial Item as that term is defined in FAR 2.101, and is comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13. The Software and Information was developed exclusively at private expense. If Customer is a civilian agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in FAR 12.212 (Commercial Computer Software), FAR 12.211 (Technical Data) and FAR 27.405-3 (Commercial Computer Software). If Customer is a defense agency, the Customer's rights to use, modify, reproduce, release, perform, display or disclose the Information and Software is subject to the terms of this Agreement as specified in DFAR 227.7202-1, and 227.7202-3. Under no circumstances will the Customer have greater rights in the Information and Software provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-713(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-714(f), respectively. This provision is in lieu of, and supersedes any other FAR, DFAR, or other clause or provision that addresses U.S. Government rights in the Information or Software. A non-Government Customer may not acquire the Information or Software on behalf of a U.S. Government entity without D&B's prior written consent.

### **4. Terms of Use**

4.1 Information and Software are licensed for internal use only by Customer's employees with a need to know for the purpose identified in the Order. Customer will not provide Information, Software or other Services to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Information to generate any statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings, unless required by law; provided, however, that Customer may comply with its obligations under the Freedom of Information Act, MCL 15.231 *et seq*, or other legal obligations provided by law or court order. **Customer shall provide written notice of a FOIA request and a reasonable opportunity for the D&B to defend itself against such release.** To the extent that an exemption from disclosure to third parties under the Freedom of Information Act, MCL 15.231 *et seq*, may be applied in good faith to the Information, Customer will assert such an exemption to the extent permitted by law.

4.2 Notwithstanding the foregoing, Customer may allow Contractors to access the Services in the territories identified on an Order, provided that such Contractors use the Services in accordance with the Agreement. However, Customer must have written approval of D&B and if applicable comply with Privacy Principles prior to providing access to a Contractor for use outside of a Customer Controlled Environment. Customer is liable to D&B for any use or disclosure by any Contractor of Services not for the benefit of Customer or, which, if done by Customer itself, would be a breach of the Agreement.

4.3 Customer will not attempt to access, use, modify, copy, reverse engineer, or otherwise derive the source code of any Service.

4.4 Customer will not 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, the Privacy Principles, and/or any subsequent regulation or regime that replaces the Privacy Principles and those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and/or e-mail solicitation), data protection and privacy.

4.5 Upon expiration or termination of a License with respect to a particular Service, or upon receipt of a Service that is intended to supersede previously obtained Service(s), Customer will, to the extent permitted by law, promptly delete or destroy all originals and copies of the Information and/or Software, as applicable, including all Information or Software provided to Contractors as permitted by Section 4.2 hereof; and upon request, provide D&B with a certification thereof. Notwithstanding the foregoing,

(i) Customer is granted 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 regulatory, records retention policies, disaster recovery, and compliance) purposes and not for any other continuing use ("Retained Information"). Customer is prohibited from using such Retained Information for any commercial purposes or as a substitute for the Services 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, and email addresses to the extent the subject to whom the Information relates has (i) become a customer or supplier of Customer, or (ii) engaged with Customer to become a customer or supplier of Customer.

4.6 Customer agrees, that in the event D&B obtains information or other evidence leading it to reasonably conclude that Customer is violating its obligations under the Agreement, if requested by D&B, an authorized officer of Customer will demonstrate and certify that it is in compliance with the Agreement.

4.7 If Customer is provided with Information from outside the United States, the parties 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.

## **5. D-U-N-S® Numbers**

5.1 D-U-N-S® Numbers are proprietary to and controlled by D&B. D&B grants Customer 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, Customer 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.

## **6. Payment**

6.1 Customer will pay D&B in accordance with the terms set forth in Contract No.

## **7. Warranties and Disclaimers**

7.1 D&B and Customer each represent and warrant that it (i) has the right to enter into the Agreement and (ii) has all necessary legal rights, title, consents and authority to disclose Confidential Information to the other in accordance with this Agreement.

7.2 D&B represents that the Information has been collected and compiled 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.

7.3 D&B and Customer each warrant and undertake that i) use of Personal Information will be for limited and legitimate purposes as specified in the Agreement; ii) it will provide the same level of protection as the Privacy Principles in the use of Personal Information and will notify the other party if it makes a determination that it can no longer meet this obligation; and (iii) upon notice, including under (ii), take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use.

7.4 D&B represents and warrants that all Services will be performed with commercially reasonable care and skill by qualified individuals.

7.5 D&B represents and warrants that it has taken commercially reasonable efforts (i.e., scanning with current versions of antivirus software) to determine that the Software provided hereunder does not contain or will not contain any Unauthorized Code. In the event D&B discovers or is notified of any such Unauthorized Code in the Software, D&B shall promptly remove such Unauthorized Code in the Software.

7.6 D&B represents and warrants that the Software will perform all material functions and features as set forth in the Documentation.

7.7 Contact Information has not been obtained directly from the Data Subjects and the Data Subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes. Except as set forth in this Section 7, D&B shall not be liable for any damages, losses, costs, claims or expenses with respect to any data privacy legal or compliance violation arising out of or related to Customer's use of Contact Information.

7.8 CUSTOMER ACKNOWLEDGES THAT EVERY BUSINESS DECISION TO SOME DEGREE REPRESENTS AN ASSUMPTION OF RISK AND THAT D&B IN FURNISHING INFORMATION DOES NOT ASSUME CUSTOMER'S RISK. D&B IS ONE TOOL IN CUSTOMER'S DECISION MAKING PROCESSES. THEREFORE, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. THOUGH D&B USES EXTENSIVE PROCEDURES TO KEEP ITS DATABASE CURRENT AND TO PROMOTE DATA ACCURACY, OTHER THAN AS EXPLICITLY STATED IN THE AGREEMENT, D&B AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. D&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

## **8. Protection of Proprietary Rights**

8.1 Information and Software are proprietary to D&B and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense. Customer will not remove D&B's copyright and proprietary rights legend from any Information and Software which are so marked when received.

8.2 Neither party will use the trade names, trademarks or service marks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other party.

8.3 The Recipient will treat all Confidential Information in the same manner as Recipient treats its own Confidential Information of a similar nature provided that Recipient may share such information with its Representatives, with a need to know and/or in order to fulfill the obligations pursuant to the Agreement, in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section and ii) Recipient assumes responsibility for such Representative's use of such information. Confidential Information shall not include (a) Information and Services licensed pursuant to the Agreement; or (b) information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; (iv) is independently developed by Recipient without use of or reference to the confidential information; or (v) is subject to disclosure pursuant to the Michigan Freedom of Information Act, MLC 15.231 *et seq*. **Customer shall provide written notice of a FOIA request and a reasonable opportunity for the Contractor to defend itself against such release.** To the extent that an exemption from disclosure to third parties under the Freedom of Information Act, MCL 15.231 *et seq*, may be applied in good faith to the Confidential Information, the State will assert such an exemption to the extent permitted by law.

8.4 Each party shall implement and maintain security measures with respect to the D&B Information, Software and Customer Confidential Information in its possession that effectively restrict access only to employees and Contractors with a need to know for the purpose identified in the Order, and protect such Information, Software, and Customer Confidential Information from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those each party employs to safeguard its confidential information of a similar nature. Unless prohibited by law, in the event of an actual breach of such security measures that involves the unauthorized access, use or disclosure of Information, Software and Customer Confidential Information each party shall notify the other promptly after becoming aware of any such security incident.

**9. Termination**

9.1 In the event of material breach of Section 4 or 8, Customer may immediately terminate, this Master Agreement or particular Orders; or D&B may, with notice, suspend Customer's access to the Services subject to such breach if necessary to prevent any ongoing impairment of D&B's intellectual property rights.

9.2 The provisions set forth in Sections 4, 5, 7, 8, 9.2, 10 and 11 will survive the termination of this Master Agreement.

**10. Limitation of Liability; Indemnification**

10.1 NEITHER PARTY NOR D&B'S THIRD PARTY PROVIDERS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

10.2 EACH PARTY'S AND D&B'S THIRD PARTY PROVIDERS' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE ORDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.

10.3 Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 10.1 and Section 10.2 above shall not apply with respect to: (i) the parties' respective obligations under Section 10.4 (Indemnification), or (ii) Customer's unauthorized use, disclosure, or distribution of Information or Services, or (iii) breach of Section 8.3.

10.4 Indemnification shall be governed by the terms of Contract No.

# STATE OF MICHIGAN

## Risk Analytics Tool

### SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

#### BACKGROUND

#### SCOPE

Per legislative directive, DTMB Procurement shall create a pilot program, in conjunction with a third-party contractor, to provide comprehensive information on vendors with which this state conducts business. The goal of the pilot program will be 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 this state's social services agencies. This pilot program must commence by January 1, 2018.

The initial scope of the contract will be to evaluate vendors the State contracts with but may be expanded to include health care providers, grantees, tax accounts, UI employers and Workers' Comp employers.

#### REQUIREMENTS

- 1) The contractor must maintain a business data repository to provide information on all vendor financials, products, operations, and competition. The State must review this information prior to, during, and after entering into any contract or other agreement and for compliance oversight. The pilot program must be available for use by all state departments, agencies, and local units of government.
- 2) The contractor must gather and provide metrics on f the following:
  - a. A comprehensive database of commercial business information.
  - b. Whether a vendor has been identified as financially at-risk.
  - c. Whether a vendor has been identified as having ethics, labor, or corruption issues that may affect its ability to do business with this state.
  - d. Economic trends in this state, including identifying business growth areas.
  - e. The performance of health care providers indicted for or convicted of fraud along with a performance risk score and cumulative percentage of at-risk providers.
  - f. Vendor buying activity as an indicator of vendor viability.

#### 1. General Requirements

##### 1.1. Product Specifications

The contractor will provide the State of Michigan real-time access to the D&B database which will provide a strategic profile of the businesses the state does business. The database consists of complete profiles of small businesses and large multi-national public firms, and will provide the following information about each business for effective oversight and compliance:

1. Demographic Information – Including but not limited to:
  - a. Address & Contact Information Company Officers/Owners
  - b. Company Size (Employees & Sales)
  - c. Industry (NAICS, SIC & Descriptions)
  - d. # of Locations (Branches, Subsidiaries, etc.)
  - e. Company History & Operations
2. Publicly Available Court & Registration Information
  - a. Corporate Business Registrations & UCC Filings
  - b. Suits, Liens, Judgements & Bankruptcy Filings
  - c. Federal Government Contract Indicators and Excluded Party List (Debarment)

- d. Federal Government Borrower Indicator
3. Corporate Relationship Information
  - a. Global Ultimate Location of Company
  - b. Subsidiary and Affiliate Relationships
  - c. Branch Locations
  - d. Linked Locations of Entire Corporate Family
4. Financial & Predictive Risk Information
  - a. Company's Payment Transaction History & Performance
  - b. Commercial Credit Score – Business Delinquency With Their Vendors
  - c. Financial Stress Score – Company's 12-Month Chance of Failure
  - d. Viability Rating – How Viable is the Company
  - e. Financial Statement Information – Public & Private Firms (where available)

The D&B database and the above information, are tied together by the contractor's proprietary D-U-N-S® Number, their unique, non-indicative identifier of a business entity site.

For the State of Michigan, access to the Dun & Bradstreet database for vendor evaluation will not stop at the point of transaction. As changes occur, the D&B database and solution will provide information alerts when important changes occur that may impact performance on a contract or potential misuse of human services programs.

The Contractor will provide State of Michigan associates access to the database including details on over 250,000,000 business through the D&B web-based portal called DNBi™

With DNBi™, DTMB – Central Procurement, and all participating state and local departments will have access to D&B's global database to verify, evaluate, monitor and track firm and financial backgrounds of existing vendors, prospective suppliers, or any other business facing relationships experienced by state and the local governments of Michigan.

DNBi™ will provide real-time, comprehensive business information reports on corporations, limited liability companies (LLC), partnerships and sole proprietors to measure their financial adequacy and ability to perform services for agencies of the State of Michigan. Furthermore, the database may be used to monitor vendors currently contracted with the State of Michigan to ensure prudent fulfillment of obligations; or, as another use case, managing potential fraud in the Medicaid program.

### **Accessing the D&B Universe**

With a user ID and Password, all appointed users of DNBi™ will have the capability to search, find, and retrieve information on a business of interest, whether a vendor, provider or UI insurance employer customer. The DNBi™ portal will offer three types of search functions: A) Business Search; B) Address Search; and C) Executive or Owner Search.

The first tab or screen for the resulting companies will be the Company Summary tab which will include the company's basic information including corporate name, tradestyles, address, key contacts, size, industry, as well as a summary "Score Bar" to immediately provide users with an understanding of the business' financial condition driven off the data collected through the DUNSRight™ process.

The DNBi™ system is organized into sections, or tabs, including information such as special events (for example a business that has been impacted by Hurricane Irma) or company news (example that business has been acquired by Microsoft). Users will be able to navigate through the business profile using these tab sections.

### **Publicly Available Court & Registration Information**

The public filing tab in DNBi™ will provide a summary of publicly available information, such as business registrations, UCC filings and court data tied to businesses. As well as the detail of those filings, such as what government entity filed the lien (MI Treasury, for example); how much; and current status. In addition to the public documents available, the contractor's data collection process from the Federal Government will provide a summary of the business' relationship with the U.S. government, including if they have been debarred (Excluded Party List – EPL).

### **Corporate Relationship Information**



DNBi™ will provide information on the subject business, and will also provide access to critical information on their other family members to enable a risk and exposure review of the broader corporate family. Such as:

- Does the State of Michigan do business with any other affiliates or locations?
- Are any debarred or owe Michigan Treasury?
- Do any affiliates have Federal debarments or other Federal derogatory actions?
- What is Michigan's total spend with an organization?

As a user is reviewing the original search candidates' corporate affiliations, they will have the real-time capability to link over to any affiliates DNBi™ profile to extend their due diligence of a vendor or their entire corporate structure.

## **Financial & Predictive Risk Information**

### Trade Payments Tab

The D&B database will provide information on over 2 billion business transactions (payment information) in the United States. A predictive score will be provided to users that will provide the day-to-day activity signals of a business partner of the state. The following additional information will also be provided within this tab:

- Their PADEX Score – Weighted indicator of payment performance or average days to pay score
- Rolling 3 and 12-Months PAYDEX
- Number of Payments & Industries business is buying from

### Predictive Indicators Tab

The Predictive Indicators Tab will provide identification of potential challenges prior to engaging with a supplier, provider or employer tax account.

The integrity of the information contained in the D&B database is driven by the proprietary DUNSRight® Quality Process, plus the contractor's Global Data Insights & Analytics (GDIA) Strategy. With DNBi™ all assigned Michigan users will have access to the following reports a business' current and previous (last 12-months):

Commercial Credit Score - Predicts the likelihood that a company will pay in a severely delinquent manner (10% or more of their obligations 91+ days past term), seek legal relief from creditors, or cease operations without paying all creditors in full during the next 12 months.

Financial Stress Score - Predicts the likelihood that a business will seek legal relief from its creditors, cease business operations without paying all its creditors in full, voluntarily withdraw from business operation and leave unpaid obligations, go into receivership or reorganization, or make an arrangement for the benefit of creditors over the next 12 month period.

Viability Ratings - A multi-dimensional rating that delivers a highly insightful and reliable assessment of a company's future viability and consists of both predictive and descriptive components. The predictive components predict the likelihood that a company will go out of business, become inactive, or file for bankruptcy over the next 12 months.

As data and activity signals are captured, each one of these dynamic scores can be impacted and provide key insights on Michigan's current or future relationship.

### Financials Tab

When available, the DNBi™ portal will also provide users with the business' financial statements. Since 99% of the D&B database is comprised of privately held business entities, financials won't be available with all inquiries made, but when available can provide confirming or alternative views of a business' financial situation.

### Monitoring & Alerts Folders

DNBi™ system starts with the evaluation of a business party, whether a vendor decision or understanding the implications of a tax collection. However, as data insights are changing daily, a proactive triggering

system within DNBi™ will allow users to track business' performances and rating after initial decisions have been made.

News and Alerts are news items and triggered notifications that are displayed and can be emailed to users to help you monitor activity on companies in your portfolio. The News and Alerts tab is the central place to manage and view these items; however, key notices are displayed throughout DNBi™.

The alert process is organized with a "Smart Folder" system. A folder is a categorization of companies, which you can customize and define. Folders are used to group companies and track their risk. For example, you can create folders for various industry sectors. You can create as many folders as you like and add as many companies as you want to each folder.

### DNBi™ Outputs

DNBi™ is the entry way into the D&B database. When reviewing a business, the information can be viewed on the user's computer monitor or the information can be viewed in the following other ways:

- Online Viewing
- Downloaded to a PDF
- Printed
- Stored in DNBi™ as a Snapshot
- Saved as a HTML
- Shared via email with other state associates

### Technical Requirements

The contractor will provide an uptime percentage of 99% during non-maintenance hours. Maintenance will occur during the following times:

Friday night 11pm ET through 1am Saturday  
Saturday night 11pm ET through Sunday 9am

The contractors maintain a business continuance plan to restore critical databases; outsourced data center operations and telecommunications capabilities within 48 hours in the event an unexpected incident renders their facilities unusable. The DNBi service is included in that plan. The contractor has contractual arrangements with an outsource provider that will provide backup facilities and assist us with recovery efforts. The contractor's business recovery plans are tested annually and are continually monitored and refined, as required.

In the event the contractor activates their Business Continuance Plans, they will engage in immediate and timely communications with the State through various vehicles including www.dnb.com, their Customer Resource Center at (800) 234-3867 and through Sales Executives. They will provide a toll-free number to obtain the status of the recovery operation.

## **2. Service Levels**

### **2.1. User Access**

All credentialing Contract Activities must be completed within two business days from request from DTMB-Procurement. All new user requests must be made by DTMB-Procurement.

The contract is an unlimited (as designated by DTMB oversight) user subscription, D&B will maintain a master user list and will provided designated DTMB purchasing with monthly utilization reports, including active users and number of DNBi Risk Reports accessed.

DTMB will advise DNBi on the process for the addition of local government users and non-state employees.

### **2.6. Training**

The Contractor must provide the following training:

The contractor will make training available for the purposes of ensuring that Michigan and user personnel have an adequate understanding of the data, and how to access, view, print, and save data/reports. The contractor provides training on how to use the website to access DNBi Risk reports and the basics of understanding D&B proprietary risk ratings.

Implementation

The contractor will work with DTMB Purchasing staff to train the initial wave of users and develop a best practice user experience approach. To follow, each month during contracting period, additional training and education sessions may be scheduled, depending on demand and locations of Michigan associates. Training will be made available onsite or via web-based tools, depending on availability of state associates.

#### Post Implementation

Web-based training will be available including seminar classes and tutorials, quick guides, and helpdesk support throughout the life of the pilot period. This training is standard for all D&B customers and does not incur any additional cost.

### **2.7. Reporting**

The Contractor must submit to the program manager, the following written reports:

- Quarterly reports for State of Michigan applying the Small Business Health Index to identify economic leading indicators at State and MSA level;
- Quarterly reports for State of Michigan applying the Overall Business Health Index to identify overall business health indicators at State, MSA level, or other geography to be defined;
- Quarterly reports applying location growth/viability indicators, at DUNS business level, that aggregate business points to build location growth areas/polygons, with results delivered geospatially either as shapefiles or other preferred formats to be specified. These will be delivered as aggregate indicators by polygon, not for every DUNS, with a report (presentation/written) that indicates patterns among growth areas.

When requested the Contractor will work with DTMB Procurement to

- Set up folders within DNBi for large groups of companies

### **3. Staffing**

#### **3.1. Contractor Representative**

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

William Greene, Strategic Sales Executive, State & Local Government  
20 South Clark Street, 21st Floor  
Chicago, IL 60603-1802  
Office: (312) 345-4435

#### **3.5. Customer Service Toll-Free Number**

The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

(312) 345-4435

### **4. Pricing**

#### **4.1. Price Term**

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

#### **4.2. 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.

## **5. Ordering**

### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order released off the Master Agreement.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) Master Agreement Number; (c) description of the Contract Activities; (d) unit price if applicable and (e) total price.

### **8.2. Payment Methods**

The State will make payment for Contract Activities by EFT on an annualized basis.

## **9. Project Plan**

### Implementation Plan

Upon the delivery of the first set of credentials and beyond, users will have immediate access to the live D&B database through DNBi™. Should DTMB wish to establish timelines for initial users and then plan to add agencies and other jurisdictions, the D&B team will work with DTMB to establish an agreed upon roll-out schedule.

The D&B team, with agreement from DTMB Purchasing, will also initiate proactive engagements with State of Michigan agencies to introduce DNBi™ services and recommend approaches for how each agency can use the comprehensive D&B content.

### Start Date

Upon execution of contract, D&B will be able to initiate initial user credentials within 2 business days upon notice of the first wave of users. Our expectation will be that after 2 days from contract execution, the solution will be ready for use by the State of Michigan.

## **10. Licensing Agreement**

The Contractor must provide a copy of any applicable licensing agreement.

## **SCHEDULE B PRICING MATRIX**

Price 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).

### **DNBi Subscription Annual Fee for Pilot : \$65,000**

- Included services may not exceed 2 times the DNBi fee
- Includes up to \$130,000 worth of unique DNBi transactions
- DNBi price Band 5 (30%)
- DNBi transaction value is \$109.72 per unique company transaction in the United States. Subscription will allow for close to 1,200 transactions.
- Training and technical coordination is included
- Additional pulls provided at \$109.72 per transaction upon agreement
- International Services: Up to 10% or \$6,500 of included services

### **D&B Economic Analytical Reports: \$25,000**

#### **Analytical services on a quarterly basis to include:**

Quarterly reports for State of Michigan applying the Small Business Health Index to identify economic leading indicators at State and MSA level;

Quarterly reports for State of Michigan applying the Overall Business Health Index to identify overall business health indicators at State, MSA level, or other geography to be defined;

Quarterly reports applying location growth/viability indicators, at DUNS business level, that aggregate business points to build location growth areas/polygons, with results delivered geospatially either as shapefiles or other preferred formats to be specified. These will be delivered as aggregate indicators by polygon, not for every DUNS, with a report (presentation/written) that indicates patterns among growth areas.

Note: Report provided will only include summary level information about the state of MI. No DUNS level information will be provided.

### **DNBi Subscription Annual Fee for Pilot (Additional Option): \$275,000**

- Includes services may not exceed 10 times the DNBi fee
- Includes up to \$2,750,000 worth of unique DNBi transactions
- DNBi transaction value is \$102 per unique company transaction in the United States. Subscription will allow for close to 27,000 transactions.
- DNBi Price Band 6 (35%)
- Additional pulls provided at \$102 per transaction upon agreement
- International Services: Up to 5% or \$14,000 of included services
- Training and technical coordination is included