



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **MA200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Adam Ashley	DTMB
		517-275-1745	
		ashleya2@michigan.gov	

### CONTRACT SUMMARY

COVID 19 – Stimulus Management Project

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 8, 2020	January 7, 2021	2 - 12 Months	December 31, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### MINIMUM DELIVERY REQUIREMENTS

N/A

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,502,714.00	\$3,200,000.00	\$25,702,714.00		

### DESCRIPTION

Effective October 29, 2024, \$3,200,000.00 is hereby added to the Contract for MDE Elementary and Secondary School Emergency Relief Fund (ESSER). These services added with CN 8 are for reporting not auditing.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 10/29/24.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **MA200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Adam Ashley	DTMB
		(517) 855-1376	
		ashleya2@michigan.gov	

CONTRACT SUMMARY				
COVID 19 – Stimulus Management Project				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 12 Months	December 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,502,714.00	\$4,000,000.00	\$22,502,714.00		

DESCRIPTION
<p>Effective June 25th, 2024, \$4,000,000 is hereby added to this Contract by DTMB for MOUs with MDE and MDARD and to cover audit inspection activities by US Treasury's Office of Inspector General for the 2020 CARES Act.</p> <p>Please note the Contract Administrator has been changed to Adam Ashley ashleya2@michigan.gov (517) 855-1376</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 6/25/24.</p>



**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 200000001174

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 1 Year	December 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1NET15 AND NET45		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,404,764.00	\$97,950.00	\$18,502,714.00		
DESCRIPTION				
Effective May 1st, 2023, the following State of Work (SOW) and Schedule B is added to the Contract. The work identified in the SOW will be complete May 19, 2023 and at that time this SOW will expire.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

**State Of Michigan**  
**Contract No. 200000001174 COVID-19 Stimulus Management Project**  
**Change Notice. 7**

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## **BACKGROUND**

Funded through the Bipartisan Infrastructure Law (BIL), the Grid Innovation Program (40103b) supports projects that use innovative approaches to transmission, storage, and distribution infrastructure to enhance grid resilience and reliability. Projects selected under this program will include interregional transmission projects, investments that accelerate interconnection of clean energy generation, and utilization of distribution grid assets to provide backup power and reduce transmission requirements. Innovative approaches can range from use of advanced technologies to innovative partnerships to the deployment of projects identified by innovative planning processes. The Grid Innovation Program will invest up to \$5 billion (\$1 billion/year for Fiscal Years 2022-2026) in innovation and new approaches to transmission, distribution, storage, and regional resilience. The first funding cycle will include both FY22 and FY23, up to \$2 billion. Projects are subject to a 50% cost share minimum.

The State of Michigan is proposing an innovative large-scale public-private partnership to implement a shared multi-purpose remote sensing solution that combines various forms of imagery such as (1) light detection and ranging (LiDAR), (2) multispectral, (3) high resolution satellite, and (4) radiometric thermal that can be leveraged by various organizations such as transmission and distribution utilities, universities and public entities, and renewable energy companies. This novel partnership will support both private and public use cases such as maintaining the reliability of the electric system through improved vegetation management and utility asset data management, siting new renewable energy developments, and supporting comprehensive forestry, topography, and hydrology research across the state – all at a greatly reduced cost to all parties. In parallel, this data could also support various public use cases to continually monitor and mitigate the impacts of climate change on the environment. If successful, this partnership could represent one of the most comprehensive imagery data collection efforts in the United States to-date.

## **SCOPE**

This project contains the following scope: The Contractor will work provide support and guidance to the State of Michigan in pursuit of the Grid Resilience Innovation Partnerships: Topic Area 3 (FOA) Number: DE-FOA-0002740.

The Contractor will support the state for three (3) weeks from May 1 – May 19, 2023, in application submittal. Core application materials will be provided to the state on May 15th.

## **1. Requirements**

### **1.1. General Requirements**

- A. Contractor Responsibilities
  - 1) Contractor must:

- i. Manage the grant filing project team – including relevant stakeholders and the Michigan Infrastructure Office (MIO), Department of Technology, Management, and Budget (DTMB), and the Department of Environment, Great Lakes, and Energy (EGLE) – to submit a competitive application for the 40103b federal funding opportunity by May 19, 2023, at 5pm ET.
  1. Due to state government grant filing processes, a complete and finalized application package must be submitted by the consultant to MIO, DTMB and EGLE no later than EOD May 15, 2023, in order for the State of Michigan to submit the competitive application package to the federal government by the May 19, 2023, deadline.
- ii. Write or oversee the writing of the components of the grant application as outlined in the Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740, including, but not limited to the following:
  1. Technical Volume - Technical description of work and project, including, but not limited to the following components:
    - a. Project Overview
    - b. Technical description, innovation, and impact, including the components specific to issue area 3
    - c. Workplan (with the exception of inputs needed from the state outlined in Section 1.1.1.B. State Responsibilities)
    - d. Technical qualifications and resources, based on written technology documentation from DTMB identified in Section 1.1.1.B. State Responsibilities
  2. Resumes - Gathering relevant resumes of the project team.
  3. Securing letters of commitment and/or supporting that state in securing letters of commitment, including identifying letter writers, and drafting letters.
  4. Budget Justification Workbook - Developing and finalizing a high-level budget, based on inputs from the State and vendor estimates including accounting for relevant match requirements and reporting & compliance requirements.
  5. Community Benefits Plan – with input from the state and participating utilities, draft content for the four core pillars of the community benefits plan.
- iii. Coordinate activities and required deliverables with the State's Grant Management team, and

1. Identify any other requirements outlined in Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740. And mutually agreed upon by the Contractor.
2. Work with State's grant submission team to verify formatting requirements are met for submission to the U.S. Department of Energy.
- iv. Work with the State and sub-recipient(s) to identify the application forms needed for completion and verify that all forms are complete according to the guidelines and instructions. The application forms and instructions are available on Grants.gov.

#### B. State Responsibilities

1. The state of Michigan will be responsible for the following components of the application. Timely completion of these obligations will be required to meet the deadlines outlined earlier in the SOW:
  - a. Technical Volume
    - i. Workplan – the State will provide technical Subject Matter Experts (SMEs) to draft the content of the project scope, WBS and Task Description Summary, Milestone Summary, Go/No-Go Decision Points, Critical Interdependencies. The Contractor will manage the process, organize, review and properly format this information.
    - ii. Technical Resources & Qualifications – input on key personnel background & qualifications, equipment & facilities, prior relevant work efforts, time commitments for key personnel)
  - b. Resumes – provide key state personnel resumes to the Contractor to consolidate.
  - c. Environmental Questionnaire will be completed by the State and is a part of the grant application.
  - d. Complete all relevant administrative forms (SF-424, Project Description and Assurances Document (PDAD), Project/Performance Site Locations, SF-LLL, Foreign Entity Waiver Requests, Buy America Requirements for Infrastructure Projects Waiver Requests, Potentially Duplicative Funding Notice (if applicable))
  - e. Budget Justification Workbook – provide requested inputs to the Contractor team on vendor budgetary estimates, personnel hours and rates, fringe benefits, and other expenses that the state will incur.
  - f. Timely Scheduling of Stakeholder Meetings – the state will coordinate needed meetings with the broader group of potential

- energy/utility companies (sub-recipients) in a timeline manner to (1) request needed application inputs and (2) confirm desire to participate.
- g. Letters of Commitment – the state will help secure stakeholder letters of support from desired state-level stakeholders such as (but not limited to): US Senators, US House Reps, State Senators, State House Reps, the Governor’s Office or other State-Level Officials. The Contractor must coordinate letters of commitment where the State is unable to coordinate. The team will agree on this approach.
  - h. The State will approve the final grant application and which sub-recipient(s) are included.

The following are a list of external dependencies that are outside the scope of control of both Accenture and the State of Michigan. By fully executing this Statement of Work, the State of Michigan recognizes that these risks have the potential to hinder or fully prevent a successful submittal of the grant application per the dates mentioned above. The Contractor and State will do all things necessary within reason to address this risk, to successfully win an award amount.

- Sub-Recipient Inputs – Sub-recipients need to provide sub-recipient budget justifications workbooks, letters of commitment, SF-LLL forms, a key business and technical point of contact, qualifications of key personnel, resumes are more.
- Sub-Recipient Agreement of Commitments / Budgetary Commitment – Sub-recipients may not agree to suggested commitments in the technical volume, community benefits plan, or other components of the grant application, which will jeopardize competitiveness of the application. In addition, sub-recipients may not be able to secure budgetary approval for the outlined cost sharing required to participate.

## **2. Acceptance**

### **2.1. Acceptance, Inspection, and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities: Acceptance is when the Contractor has completed and submitted the grant application successfully and has met the Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740 deadline.

### **2.2. Final Acceptance**

The State will use the following criteria to determine final acceptance of the Contract Activities: Final Acceptance is when the Contractor has completed and submitted the grant application successfully and has met the Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740 deadline.

## **3. Staffing**

### **3.1. Contractor Representative**

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

The Contractor must notify the Contract Administrator at least 1 calendar days before removing or assigning a new Contractor Representative.

### 3.2. Program Manager

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

State:	Contractor:
<b>John Connolly</b> <b>Michigan Department of Environment, Great Lakes, and Energy (EGLE)</b> <b>Constitution Hall</b> <b>525 West Allegan Street P.O. Box 30473</b> <b>Lansing, MI 48909-7973</b> <b>connollyc3@michigan.gov</b> <b>517-881-8972</b>	<b>Jenifer Lampi</b> <b>Managing Director</b> <b>248-761-0785</b> <b>Jenifer.h.lampi@accenture.com</b>

### 3.3. Security

The Contractor will be subject the following security procedures:

The Contractor’s staff may be required to attend in-person meetings or enter State facilities. The Contractor must: (a) ensure the security of State facilities and (b) the State may require the Contractor’s personnel to wear State and/or Company issued identification badges.

## 4. Project Management

### 4.1. Meetings

The Contractor must attend all meetings as defined by the State’s Program Manager.

### 4.2. Reporting

The Contractor must submit any required reports to the Program Manager as deemed necessary.

## 5. Pricing

### 5.1. Price Term

Pricing is firm for the length of the engagement related to this specific SOW in Change Notice 7. Contractor pricing must not exceed rates provided in Schedule B in this specific SOW in Change Notice 7.

## 6. Ordering

### 6.1. Authorizing Document

See master contract Schedule A - SOW section 7 for details.

## 7. Invoice and Payment

### 7.1. Invoice Requirements

See master contract Standard contract terms - Section 20 for details.

### 7.2. Payment Methods

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.

## 8. Procedure

Invoices must be submitted to the State's Program Manager unless otherwise directed.

## 9. Service-Level Agreement (SLA)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Statement of Work, Change Notice 7, will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	The Contractor will support the state for three (3) weeks from May 1 – May 19, 2023, in application submittal. Core application materials will be provided to the state on May 15th. The Contractor will provide support to the grant application team in submitting a competitive application for the 40103b federal funding opportunity by May 19, 2023, at 5pm ET.
<b>Acceptable Standard</b>	<p>1. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the deadline when the Contractor will have the core application materials submitted to the State, May 15, 2023.</p> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<p>1. \$15,000.00 may be assessed for missing the May 15, 2023, deadline for core application materials submission to the State and an additional \$5,000.00 may be assessed each day after for non-compliance.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

## SCHEDULE B PRICING –

**CONTRACT NO. 200000001174 COVID-19 STIMULUS MANAGEMENT  
 PROJECT  
 CHANGE NOTICE. 7**

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Only Contractor hourly rates are eligible for invoice and payment. All other Contractor costs, including travel and other incidental costs, cannot be invoiced to the State.
3. Quick payment terms: 1% discount off invoice if paid with 15 days after receipt of invoice.
4. The following table below is the Schedule B, Hourly Billing Rates, specific to the SOW for Change Notice 7.

Position	Hourly Rate (Not to Exceed)	Estimated Hours	Total Cost
Sr. Manager: Michael Venti	\$292.50	60	\$17,550.00
Manager: Geoffrey He	\$247.50	120	\$29,700.00
Sr. Staff: Diego Romero	\$225.00	120	\$27,000.00
Subject Matter Advisor: Davis O'Connell	\$395.00	60	\$23,700.00
<b>Total Project Cost:</b>			<b>\$97,950.00</b>



**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 **6**  
to  
Contract Number **200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 1 Year	December 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1NET15 AND NET45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,404,764.00	\$0.00	\$18,404,764.00		
DESCRIPTION				
Effective March 2, 2023, the Contract Administrator has been changed to Jordana Sager:				
Jordana Sager SagerJ2@michigan.gov 517-896-1903				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Courtney Powell	DTMB
		(517) 249-0452	
		powellc11@michigan.gov	

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 1 Year	January 31, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1NET15 AND NET45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	4 Years and 11 Months	December 31, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,497,640.00	\$13,907,124.00	\$18,404,764.00		
DESCRIPTION				
Effective May 2, 2022, the following amendments are hereby incorporated into this Contract:				
1. This Contract is extended four years and eleven months and is increased by \$13,907,124.00. The revised contract expiration date is December 31, 2027.				
2. The Contract Expiration Date Before has been corrected to January 31, 2023, per Change Notice 2.				
3. Schedule A, Statement of Work - Section 4.3. Key Personnel, Section 4.4. Organizational Chart and Section 5.1. Project Plan have been deleted and replaced with the attached.				
4. Schedule B, Pricing has been deleted and replaced with the attached reduced pricing.				
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 April 12, 2022.				

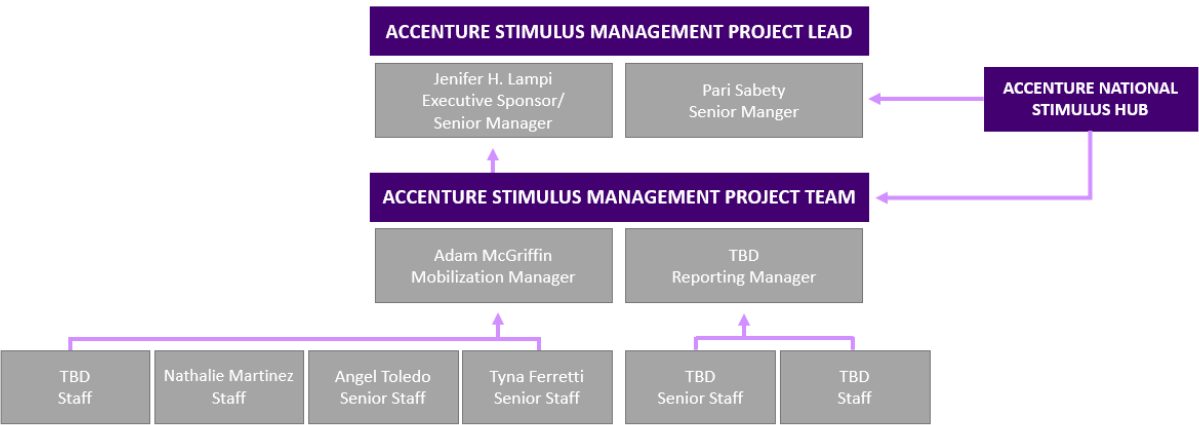
**STATE OF MICHIGAN**

**Contract No. 200000001174 COVID – 19 Stimulus Management Project  
Change Notice 1**

**Schedule A Statement of Work Section 4.3. Key Personnel:**

NAME	JOB TITLE	PROJECT ROLE(S)/RESPONSIBILITIES	% OF DIRECT TIME PLANNED FOR THIS ENGAGEMENT
<b>Nathalie Martinez, TBD, TBD</b>	Staff	Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	100%
<b>Tyna Ferretti, Angel Toledo, TBD</b>	Senior Staff	Create ad hoc materials to and convene ad hoc task groups Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	100%
<b>Adam McGriffin, TBD</b>	Manager	Create ad hoc materials to and convene ad hoc task groups Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	100%
<b>Jenifer H. Lampi, Pari Sabety</b>	Senior Manager	Develop and interpret guidance Lead steering committee meetings Support SBO to develop COVID budget strategy Manage day-to-day changes	50%
<b>Jenifer H Lampi</b>	Executive Sponsor	Provide senior leadership sponsorship – responsible for overall engagement delivery and the Contractor's commitments to the project Manage day-to day changes	5%
<b>Other</b>	N/A		

Schedule A Statement of Work Section 4.4. Organizational Chart:



Schedule A Statement of Work Section 5.1. Project Plan:

	2022												2023																						
Activity	May			June			July			August			September			October			November			December			Q1	Q2	Q3	Q4	2024	2025	2026	2027			
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26
	Mobilization and Monitoring																																		
Appropriation Reviews																																			
Mobilization and tracking of all programs working closely with agency PoC																																			
Agency program support as needed																																			
Support agencies to review and monitor grant programs																																			
Weekly, monthly, quarterly monitoring of overall program and																																			
	Reporting																																		
Update quarterly data reporting for new programs and new Treasury requirements																																			
Monitor agency data																																			
Manage quarterly and annual reporting processes																																			
Update Fusion data loads for new/modified agency data changes where needed																																			
Maintain public website with stimulus data																																			

All durations are estimates based on:  
1. Appropriation timeline  
2. Agency timeline and program duration  
3. New Reporting changes  
4. "steady state" for team by mid CY23

# STATE OF MICHIGAN

Contract No. 200000001174  
Change Notice 5  
COVID – 19 Stimulus Management Project

## SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Only Contractor hourly rates are eligible for invoice and payment. All other Contractor costs, including travel and other incidental costs, cannot be invoiced to the State.
3. **Quick payment terms:** 1% discount off invoice if paid with 15 days after receipt of invoice.
4. The following table below is added to the Schedule B, Hourly Billing Rates

Schedule B – Hourly Billing Rates	
The estimated monthly project hours are allocated amongst the Contractor's staff. The proposed estimated hours correspond with the Contractor's Schedule A Section 4.3 Key Personnel and Section 5.1 Project Management Project Plan.	
Staff Role	Hourly Billing Rate
Staff	\$162
Senior Staff	\$225
Manager	\$247.50
Senior Manager	\$292.50
Engagement Manager	\$0**
Other	

\*\*The cost of the National Stimulus Hub support, and the Engagement Manager's cost and time will be provided pro bono.



**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 **200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Courtney Powell	DTMB
		(517) 249-0452	
		powellc11@michigan.gov	

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 1 Year	July 7, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1Net15 and Net45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,497,640.00	\$0.00	\$4,497,640.00		
DESCRIPTION				
Effective January 17, 2022, the following amendments are incorporated into this Contract:				
1. This Contract is amended to add the following Terms and Conditions ( <b>Standard Contract Terms, Section 7 Administrative Fee and Reporting and Section 8 Extended Purchasing Program</b> ):				
<b>7. Administrative Fee and Reporting.</b> Contractor must pay an administrative fee of .75% on all Extended Purchasing payments made to Contractor under the Contract including transactions to MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <a href="https://www.theplayplace.com/mi/dtmb/adminfee">https://www.theplayplace.com/mi/dtmb/adminfee</a>				
Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.				

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

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

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

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

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

2. **Schedule B Pricing** is updated per the attached.

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

# STATE OF MICHIGAN

Contract No. 200000001174  
Change Notice 4  
COVID – 19 Stimulus Management Project

## SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Only Contractor hourly rates are eligible for invoice and payment. All other Contractor costs, including travel and other incidental costs, cannot be invoiced to the State.
3. **Quick payment terms:** 1% discount off invoice if paid with 15 days after receipt of invoice.
4. The following table below is added to the Schedule B, Hourly Billing Rates

Schedule B – Hourly Billing Rates	
The Hourly Billing Rates correspond with the Contractor's staff listed in Schedule A Section 4.3 Key Personnel and Section 5.1 Project Management Project Plan.	
Staff Role	Hourly Billing Rate
Staff	\$180
Senior Staff	\$250
Manager	\$275
Senior Manager	\$325
Engagement Manager	\$0**
Other	

\*\*The cost of the National Stimulus Hub support, and the Engagement Manager's cost and time will be provided pro bono.



**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 **200000001174**

<b>CONTRACTOR</b>	ACCENTURE
	161 North Clark Street
	Chicago, IL 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
		517-284-7058	
		lower@Michigan.gov	
	<b>Contract Administrator</b>	Courtney Powell	DTMB
		(517) 249-0452	
		powellc11@michigan.gov	

CONTRACT SUMMARY							
COVID 19 – STIMULUS MANAGEMENT PROJECT							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
July 8, 2020	January 7, 2021	2 - 1 Year	July 7, 2023				
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		N/A			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$4,497,640.00	\$0.00	\$4,497,640.00					
DESCRIPTION							
Effective 11/17/2021, State of Michigan FRF Reporting Tool activities are being transitioned from this MA to a separate contract.							
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement and Ad Board approval on 11/16/2021.							



**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 **200000001174**

<b>CONTRACTOR</b>	ACCENTURE	<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
	161 North Clark Street			517-284-7058	
	Chicago, IL 60601		<b>Contract Administrator</b>	lower@Michigan.gov	
	Kathleen Cawley			Courtney Powell	DTMB
	859-248-1187			(517) 249-0452	
	kathleen.cawley@accenture.com			powellc11@michigan.gov	
	CV0062320				

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 - 1 Year	July 7, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1Net15 and Net45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 - 6 Month	<input checked="" type="checkbox"/>	1 Year and 23 days	January 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,497,640.00	\$3,000,000.00	\$4,497,640.00		
DESCRIPTION				
Effective July 8, 2021, this Contract exercising the final 6 month option and is then extended 12 months and 23 days, and is increased by \$3,000,000.00. The revised contract expiration date is January 31, 2023.				
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 March 30, 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 **1**  
 to  
 Contract Number **200000001174**

<b>CONTRACTOR</b>	ACCENTURE	<b>STATE</b>	<b>Program Manager</b>	Richard Lowe	DTMB
	161 North Clark Street			517-284-7058	
	Chicago, IL 60601		<b>Contract Administrator</b>	lower@Michigan.gov	
	Kathleen Cawley			Courtney Powell	DTMB
	859-248-1187			(517) 249-0452	
	kathleen.cawley@accenture.com			powellc11@michigan.gov	
	CV0062320				

CONTRACT SUMMARY				
COVID 19 – STIMULUS MANAGEMENT PROJECT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 8, 2020	January 7, 2021	2 – 6 Month	January 7, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" 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"/>	6 Months	<input type="checkbox"/>	N/A	July 7, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$599,000.00	\$898,640.00	\$1,497,640.00		
DESCRIPTION				
Effective November 18, 2020, the following amendments are incorporated into this Contract:				
1. This Contract is exercising the one six month option and is increased by \$898,640.00. The revised contract expiration date is July 7, 2021.				
2. Schedule A, Statement of Work, Section 1.3, Support/Deliverables:				
H. The Contractor will assist with the following tasks to support and manage the SBO Federal Stimulus PMO.				
I. Assist with OnCue Preparation and information submission				
J. Work with POCs to complete Subrecipient Profiles and master data				
K. Work with POCs and/or finance operations to develop and validate expenditure data				
L. Assist with uploading data as needed to final tools being used to upload to US Treasury OIG				
M. Provide expert assistance on Federal stimulus spending and US Treasury guidance				
N. Assist with interpreting any new legislation or Federal stimulus support that may be passed				
O. Update repository and archive for all Federal stimulus funding for audit purposes				

- Support PMO Steering Committee
- Other duties as assigned

3. Schedule B, Pricing, is updated to add the Estimated Monthly Fees table, per the attached.

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 November 17, 2020.

# STATE OF MICHIGAN

Contract No. 200000001174  
Change Notice 1  
COVID – 19 Stimulus Management Project

## SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Only Contractor hourly rates are eligible for invoice and payment. All other Contractor costs, including travel and other incidental costs, cannot be invoiced to the State.
3. **Quick payment terms:** 1% discount off invoice if paid with 15 days after receipt of invoice.
4. The following table below is added to the Schedule B, Pricing as Estimated Monthly Fees. The Estimated Monthly Fees will be in effect for the duration of the SOW. The total amount billable under this SOW, and Contractor Services, shall not exceed **One million Four hundred and Ninety-Seven thousand Six Hundred and Forty Dollars (\$1,497,640).**

Schedule B – Hourly Billing Rates			
The estimated monthly project hours are allocated amongst the Contractor's staff. The proposed estimated hours correspond with the Contractor's Schedule A Section 4.3 Key Personnel and Section 5.1 Project Management Project Plan.			
Staff Role	Hourly Billing Rate	Estimated Hours*	Total Cost
Staff	\$180	352	\$63,360
Senior Staff	\$250	176	\$44,000
Manager	\$275	176	\$48,400
Senior Manager	\$325	212	\$68,900
Engagement Manager	\$0**	0	0
Other			
Monthly Estimated Project Cost:			\$224,660



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

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **200000001174**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Accenture LLP
	161 North Clark Street
	Chicago, Illinois, 60601
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

<b>STATE</b>	Program Manager	Richard Lowe	DTMB
		517-284-7058	
		lower@michigan.gov	
	Contract Administrator	Courtney Powell	DTMB
		517-249-0452	
		Powellc11@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: COVID 19 – Stimulus Management Project</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/8/2020	1/7/2021	2 – 6 Month	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
1Net15 and Net45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the bases of our inquiry bearing the Solicitation #200000001848. Orders for delivery will be issued through a Delivery Order.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$599,000.00

**Accenture LLP**  
**Company Name**

**Authorized Agent Signature**

**Authorized Agent** (Print or Type)

Date \_\_\_\_\_

**Signature**

**Courtney Powell, Category Analyst**  
Name & Title

**DTMB Procurement**

---

Agency

Date \_\_\_\_\_



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Accenture LLP ("**Contractor**"), an Illinois limited liability partnership. This Contract is effective on July 8, 2020 ("**Effective Date**"), and unless terminated, expires on January 7, 2021.

This Contract may be renewed for up to two additional 6 month renewal Option 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 requirements, as specified in **Schedule A – Statement of Work**.

Contractor must: (a) perform the Contract Activities in a timely, professional, and workmanlike manner consistent with standards in Contractor's trade, profession, or industry; (b) meet or exceed the performance and operational standards and specifications as provided in the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for Contractor's performance of the Contract; (f) reasonably cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the specifications and objectives agreed in 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) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
Courtney Powell 525 W Allegan St Lansing, MI 48933 powellc11@michigan.gov (517) 249-0452	Kathleen Cawley 1001 Woodward Ave., 4 <sup>th</sup> Floor Detroit, MI 48226 Kathleen.cawley@accenture.com (859) 248-1187

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**”):

State:	Contractor:
Courtney Powell 525 W Allegan St Lansing, MI 48933 powellc11@michigan.gov (517) 249-0452	Kathleen Cawley 1001 Woodward Ave., 4th Floor Detroit, MI 48226 kathleen.cawley@accenture.com (859) 248-1187

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

State:	Contractor:
Richard Lowe 111 S Capitol Ave Lansing, MI 48933 lower@michigan.gov (517) 284-7058	Pari Sabety 1001 Woodward Ave., 4th Floor Detroit, MI 48226 j.p.sabety@acenture .com 614-579-8480

5. **Reserved.**

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>Minimum 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	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.
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

<b>Workers' Compensation Insurance</b>	
<u>Minimum 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>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimum Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	Contractor must have their policy cover information security and privacy liability, including: (1) unauthorized access or use of a computer system or network, (2) denial of service attacks, (3) receipt or transmission of malicious code, (4) failure to protect confidential, personal or corporate information, (5) wrongful collections of confidential, personal, or corporate information, (6) violation of privacy laws, statutes, or regulations in connection with an event described in (4) or (5) above, and (7) media liability.

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 delivery 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 to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**

8. **Reserved.**

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 deliverables that Contractor creates for delivery to the State (the "**Deliverables**") and all associated intellectual property rights, if any, except for Contractor Technology. Except for Contractor Technology, such Deliverables and related intellectual property are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Deliverables and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on their 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 Deliverables, including all intellectual property rights therein, and grants to the State a non-exclusive, paid-up, right and license to use, irrevocably and in perpetuity, for the State's purposes, any Contractor Technology included in the Deliverables. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Technology. "**Contractor Technology**" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Contract Activities, or created by Contractor or its subcontractors as a tool for their use in performing the Contract Activities plus any modifications or enhancements thereto and derivative works based thereon. Each party is otherwise free to use concepts, techniques, and know-how retained in the performance or receipt of the Services. Contractor is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain State Confidential Information.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 30 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 reasonable discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot promptly replace the removed

personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

- 12. Background Checks.** Contractor must perform background checks on all its employees and subcontractors and its employees prior to their assignment. Only Contractor or its vendor will: (i) conduct the background checks or (ii) have access to the results. Contractor will: (i) not assign anyone who does not pass the background check to any State project under this Contract and (ii) certify to the State the compliance with the process. The scope of a background check is at the discretion of the State. Contractor is responsible for all costs associated with the requested 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 ownership through a transaction or series of transactions; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in **Schedule A – Statement of Work**.
- 16. Acceptance.** Contract Activities are subject to review by the State as set forth in this Section ("**State Review Period**"). For written Deliverables of 100 pages or less, the State Review Period is 5 business days. For written Deliverables of more than 100 pages, the State Review Period is 10 business days. The State requires a review of all draft Deliverables. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or

  - (i) terminate this Contract in accordance with **Section 23, Termination for Cause**. If the State fails to provide notice to Contractor of acceptance, acceptance with noted deficiencies, or rejection of the Contract Activities within the State Review Period, or fails to meet its obligations under this Section, and such delay or failure prevents Contractor from meeting deadlines that are dependent upon receipt of such notice, within 5 calendar days of the end of the State Review Period, the Contractor may request a reasonable extension of those deadlines. Upon such a request, the State must grant an extension of affected deadlines directly affected by the State's delay, which must match the number of days the State's notice was late, unless otherwise agreed to by the parties. All such extensions must be documented via Contract Change Notice to become effective.

Within 10 business days from the date of Contractor's receipt of notification of

acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract. If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the Contract in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. Reserved.**

**18. Reserved.**

**19. Reserved.**

**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 - Statement of Work**. 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 at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

**21. Liquidated Damages.** Liquidated damages, if applicable, will be set forth in **Schedule A - Statement of Work**. The State may assess liquidated damages for late or improper completion of Contract Activities due to Contractor's acts or omissions (and not due to circumstances outside of Contractor's control). Liquidated damages are subject to the cap set forth in **Section 28, Limitation of Liability**.

**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 factual basis for such 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.**

- a. 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 misconduct during the course of the Contract Activities that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a material breach within five (5) business days or as specified in a notice of breach, whichever is longer. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- b. 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 (either one being the "**Cause Termination Date**"). 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**.
- c. The State will only pay for amounts due to Contractor for Services rendered up to the Cause Termination Date and Deliverables accepted by the State on or before the Cause Termination Date, 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 terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls, with five (5) business days' written notice to Contractor (the "**Convenience Notice Period**"), provided, however that in the event of a budget shortfall or legislative or executive action that fails to appropriate funds for this Contract (each a "**Non-Appropriation Event**"), the State may terminate this Contract by providing notice within a reasonable timeframe after such Non- Appropriation Event. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities at the end of the Convenience Notice Period or (b) continue to perform the Contract Activities in accordance with **Section 25, Transition Responsibilities** (the "**Convenience Termination Date**"). If the State terminates this Contract for convenience, the State will pay for all (a) Services rendered, Deliverables accepted, and allowable costs/expenses as of the Convenience Termination Date and (b) all reasonable costs, as determined by the State, for State approved Transition Responsibilities. Notwithstanding the foregoing, if the State terminates this Contract for a Non-Appropriation Event, the State will pay the Contractor for the above costs only to the extent funds are available.

**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, 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**"). If the State requests Contractor to provide transition assistance that exceeds the scope of subsections (a) through (e) above, the parties must mutually agree to such work. This Contract will automatically be extended through the end of the transition period.

- 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 third party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party (an "**Infringement Claim**"); (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to tortious 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). Contractor will have no liability, however, to the State under this **Section** to the extent that the Infringement Claim is based upon: (I) modifications to any item made by the State without the prior knowledge and approval of the Contractor in a manner that causes the infringement; (II) use of any item in combination with any hardware, software, or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item as reflected in this Contract; (III) the failure of the State to use corrections or enhancements to such item that are made available by Contractor, provided Contractor has given the State written notice of such correction or enhancement and such correction or enhancement will not negatively impact the item; (IV) Contractor's compliance with designs, specifications or direction provided by the State, but only if Contractor has provided notice to the State that the State's designs, specifications, or direction may give rise to an infringement claim; or (V) use of the item for other than its intended use as reflected under this Contract.

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 reasonable 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 at the State's sole expense; 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 Deliverables 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 Deliverable, 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 and Disclaimer of Damages.**

(A) DISCLAIMER OF DAMAGES. Neither party will be liable for consequential, incidental, indirect, or special damages, including lost profits or lost business opportunities, regardless of the nature of the action.

(B) LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

(C) Exceptions. Subsections (A) and (B) above do not apply to:

- a. Contractor's obligation to indemnify under **Section 26, General Indemnification**, except that claims made under **Section 26(d)** [Indemnity for acts and omissions] for direct or indirect damages, in the aggregate, shall be capped at the maximum amount of fees payable under this Contract;
- b. Contractor's obligations under **Section 31, State Data**;
- c. Damages arising from either party's recklessness, bad faith, or intentional misconduct.

**29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 28 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding that may negatively impact Contractor's performance or delivery of the Contract Activities (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, which could include: (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. Proceedings that are confidential under law are exempt from the foregoing disclosure requirement.

**30. Reserved.**

**31. State Data.**

- (A) Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section** survives the termination of this Contract.
- (B) Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section** survives the termination of this Contract.
- (C) Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- (D) Backup and Recovery of State Data. Unless otherwise specified in **Schedule A - Statement of Work**, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in **Schedule A - Statement of Work**, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- (E) Loss or Compromise of Data. In the event of any act, error or omission,

negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election,

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

**32. 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 exercise reasonable care in keeping all Confidential Information confidential, to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care, 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. Disclosure of Confidential Information to a subcontractor is also permissible if required by law, regulation, or court order, provided that the disclosing provides the other party with notice of the legal request within one (1) business day of receipt and the parties assist each other in seeking legal relief as appropriate. 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 commercially reasonable 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 promptly 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 to 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 Contract Activities corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 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 or expiration 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. Notwithstanding anything herein to the contrary, Contractor may retain copies of Non-State Data, and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of Confidential Information to the extent necessary to evidence performance of the Services, in no event to exceed the Audit Period set forth in **Section 36** below, provided that Contractor retains such copies in accordance with its confidentiality obligations hereunder.

### **33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality and security as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is reasonably designed to: (a) provide for the security and confidentiality of the State Data; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) enable compliance by all employees, agents, and subcontractors of Contractor, if any, with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Reserved.**

- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and with reasonable notice, the State, at its own expense, is entitled to perform, or to have performed by an agent that is not a competitor of Contractor, an on-site audit of Contractor's data privacy and information security program solely as it relates to the Contract Activities, so long as such audit neither unreasonably disrupts Contractor's business, nor exposes any such auditors to confidential information of Contractor's other clients. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Reserved.**
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section**.

**34. Reserved.**

**35. Reserved.**

**36. 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 (other than Contractor's internal costs to provide services) related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees (which are not competitors of Contractor) have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records (other than Contractor's internal costs to provide services or any confidential information of other clients of Contractor) related to the Contract Activities. 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 and any entity that performs Contract Activities in connection with this Contract, including any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor of Contractor.

**37. 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 Deliverables will not knowingly infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee

any manufacturer's warranty for the Contract Activities; (e) the Contractor 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, and Contractor will inform the State of any material adverse changes; (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 that (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**. TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES NOT LISTED HEREIN.

- 38. Conflicts and Ethics.** Contractor will uphold appropriate 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. To the best of Contractor's knowledge, there exists no undisclosed actual or potential conflict between Contractor and the State, and its Contract Activities under this Contract, and in the event of change in either Contractor's private interests or Contract Activities under this Contract, Contractor will inform the State regarding possible conflict of interest which may arise as a result of the change. 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.
- 39. Compliance with Laws.** Each party must comply with all federal, state and local laws, rules and regulations in connection with this Contract applicable to their respective businesses and/or organization.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.
- 43. 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.

- 44. 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.
- 45. 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.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure to perform 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 that is not a force majeure event with respect to such subcontractor.
- 47. 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.
- 48. 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.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:
- Schedule A – Statement of Work  
Schedule B – Pricing
- 51. Entire Agreement and Order of Precedence.** This Contract, which includes **Schedule A – Statement of Work, Schedule B – Pricing**, and any other 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.

## Federal Provisions Addendum

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

### 1. Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

[Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

## **2. Davis-Bacon Act (Prevailing Wage)**

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

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

### 3. Copeland "Anti-Kickback" Act

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

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

### 4. Contract Work Hours and Safety Standards Act

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

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the

Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **5. Rights to Inventions Made Under a Contract or Agreement**

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

## **6. Clean Air Act and the Federal Water Pollution Control Act**

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

### Clean Air Act

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

### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## **7. Debarment and Suspension**

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **9. Procurement of Recovered Materials**

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

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

#### **10. Additional FEMA Contract Provisions.**

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

- (1) Access to Records. The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

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

(3) DHS Seal, Logo, And Flags

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

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

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

(5) No Obligation by Federal Government

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

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

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

### Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Accenture LLP**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

# STATE OF MICHIGAN

Contract No. 200000001174  
COVID – 19 Stimulus Management Project

## **SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES**

### **BACKGROUND**

The federal government has now passed several major pieces of legislation designed to support the response and recovery related to the COVID-19 crisis. All make new funding available to state and local governments for emergency response, health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and other citizen services. The Contractor will assist the State in accessing and guiding appropriate uses of such funding as further described below. To date, the State has implemented a project to access and help guide the appropriate uses of COVID-19 funding. This project will resume the work already started and leverage the Contractor's experience for the same outcome.

Additionally, the State of Michigan recently established the COVID-19 Office of Accountability within the State Budget Office to help ensure that the State's use of COVID-19 funds are spent wisely, in compliance with the law, and in a transparent and accountable manner. To that end, the Contractor will also help identify primary compliance and reporting requirements associated with the new funds.

### **SCOPE**

The Contractor will provide the State with supplemental capacity for a period not yet certain, but until such time most of the available funds have been successfully accessed. Because additional COVID-19 funding is currently being contemplated by the federal government, the contractor assistance is contemplated for a period of six (6) to twelve (12) months from commencement. The Contractor will deploy a team of up to five (5) professionals, all of whom will be familiar with government operations and related budgeting processes.

The Contractor will work at the direction of the State's designated lead to help the State understand how to access available funds from all sources the State chooses so that it can distribute those funds to intended beneficiaries, and support use of existing or new tools to track and account for such funds ("Project"). The State will have access to the full range of the Contractor's knowledge and tools and will be updated daily on what the Contractor learns from its federal expert sources and from experiences/insight from similar projects in other states.

Prior to closing the contract, the Contractor will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key State personnel to successfully complete in progress tasks/outcomes.

## **1. REQUIREMENTS AND DELIVERABLES**

### **1.1. General Requirements**

The Contractor must provide the following services to assist the State with the Project:

- A. Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting
- B. Assist the State in designating the responsible state agency for each opportunity
- C. Facilitate prioritization of each opportunity
- D. Establish effective communication and decision-making mechanisms to facilitate action
- E. Track and manage progress – applications made, receipts, distributions, etc.
- F. Assist the State in removing and overcoming obstacles
- G. Help the State to develop processes to assure appropriate expenditure, accounting and reporting of the funds
- H. Identify and develop guidance for agencies to follow related to establishing primary outcomes, reporting and compliance requirements associated with accessed COVID-19 funds.
- I. Maintain communication and engagement
- J. Serve as an expert resource to key State personnel, including the COVID-19 Office of Accountability.
- K. Other activities as deemed beneficial for the outcomes and mutually agreed to be the State and the Contractor

**Contractor's Plan:**

REQUIREMENT		DESCRIPTION	ACCENTURE PRE-BUILT TOOLS
A.	Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting	The Contractor will manage and continuously update an inventory of funding opportunities by staying current in legislation and keeping track of source of funding, guidance for the purposes of obtaining, utilizing, and reporting.	<p>The Contractor will use a standard inventory framework developed by the National Stimulus Hub team that is customized for Michigan. The framework will provide details on the funding source, application and reporting requirements and timeline, allocation amount and match requirements, summary of the guidance with links to the source, categorization of the funding source that ties to the action plan, the budget office and department POCs, and current status of the program.</p> <p>The Contractor will also use a custom-built matching tool to serve as a decision-making asset to conduct scenario planning based on the federal and state funding sources. The matching tool captures details of the federal, state, and private funding sources with built-in matching fund calculations and an expenditure proposal sheet that will capture COVID-related expenditures from Michigan agencies, which are reported in SIGMA. This dynamic asset will calculate the match requirement and fund balance based on the selected funding source and document fund eligibility for CRF and FEMA based on the expenditure with dashboards to understand the health of each fund.</p>
	B. Assist the State in designating the responsible state agency for each opportunity	In collaboration with the State Budget Office, the Contractor will identify the appropriate state agency "points of contact" and work directly with multiple state agencies in ad hoc task groups to evaluate funding opportunities and develop action plans for obtaining, utilizing and reporting on COVID relief related funding sources.	The Contractor will use Accenture's standard project management and stakeholder engagement approach to collaborate and work effectively with State counterparts across executive agencies.
	C. Facilitate prioritization of each opportunity	The Stimulus Management Project team will facilitate meetings with the State Budget Office, agency action teams, and other key stakeholders and leaders to prioritize funding opportunities and capture decisions.	The Contractor will use Accenture's standard facilitation method, including components of design thinking, to help prioritize ideas, opportunities and initiatives.
	D. Establish effective communication and decision-making mechanisms to facilitate action	The Stimulus Management Project team will use the development of Action Plans and other guidance, in collaboration with Michigan's State Budget Office as well as agencies to manage the execution of action plans and tracking outcomes. Additionally, the Contractor will use ad hoc meetings with State Budget Office	The Contractor will use the pre-built action plan template that includes the amount of Federal funds allocated, amount received, amounts spent or distributed to sub-recipients, spending plan, outcomes expected from that spending, reporting and compliance requirements, and tailor it to meet Michigan's needs.

REQUIREMENT		DESCRIPTION	ACCENTURE PRE-BUILT TOOLS
		leadership, as required, to facilitate decisions and action on critical issues of importance to the budget.	
E.	Track and manage progress – applications made, receipts, distributions, etc.	The Stimulus Management Project team will track and manage progress for applications made, receipts, and distribution in accordance with standard Accenture project management practices, as described below.	The Contractor will use the Matching Tool, Federal Inventory, and Action Plans (described above) as well as additional ad hoc tools to track reporting and compliance.
F.	Assist the State in removing and overcoming obstacles	The Stimulus Project team will assist with obstacles that may appear as agencies grapple with the complexity of guidance, the speed required in response or the need for specialized skills.	The Contractor will exchange approaches to address obstacles with other state teams on a daily basis—using the tools developed in other states as a starting point to accelerate our response to our clients.
G.	Help the State to develop processes to assure appropriate expenditure, accounting and reporting of the funds	The Stimulus Management Project team will develop a process to validate appropriate expenditures, accounting, and reporting in accordance with OMB and Federal agency guidance.	The Contractor will use a standard process approach developed by the National Stimulus Hub team that is customized for Michigan.
H.	Identify and develop guidance for agencies to follow related to establishing primary outcomes, reporting and compliance requirements associated with accessed COVID-19 funds.	The Stimulus Management Project team will support the development and execution of the Action Plans for immediate pandemic response, as well as help develop the COVID recovery plan during the long-term planning phase. Additionally, the Contractor will identify and develop guidance for agencies to follow related to establishing primary outcomes, reporting and compliance requirements associated with accessed COVID-19 funds.	The Contractor will use the pandemic response framework developed by the National Stimulus Hub Team to assist the State with recovery planning activities related to access and execution of federal stimulus funds over three phases of recovery.
I.	Maintain communication and engagement	By way of daily stand-up meetings with the State Budget Office COVID-19 Stimulus Management Project Leads and weekly steering committee meetings the Contractor's Stimulus Management Project team will maintain communication and engagement. Additionally, the team will manage to an overall project plan with milestones and deliverable due dates (see project plan below).	The Contractor will use Accenture's standard project management and stakeholder engagement approach to collaborate and work effectively with State counterparts across executive agencies.
J.	Serve as an expert resource to key State personnel, including the	Using the collaborative working approach and project management structure proposed for this project, the	The Contractor's National Stimulus Hub Team will support the State of Michigan Stimulus Management Project and provide access to the full range of the

REQUIREMENT	DESCRIPTION	ACCENTURE PRE-BUILT TOOLS
COVID-19 Office of Accountability.	Stimulus Project Management team is capable of serving as expert resources and trusted advisors to agency and SBO leaders, as well as the COVID-19 Office of Accountability, related to the State's COVID long-term planning strategy. Additionally, the team will focus on knowledge transfer to allow the State to continue forward into future fiscal years.	Contractor's knowledge, tools and experts, including former public sector leaders, for the benefit of the State. The Michigan Stimulus Management Project team will be updated daily by the Contractor's "Hub Team" with insights and information about funding streams, agency rules, and promulgations from its federal sources and other states focused on managing the COVID-19 crisis.
K. Other activities as deemed beneficial for the outcomes and mutually agreed to be the State and the Contractor	The Stimulus Project Management team will support the State with other activities deemed beneficial by and agreed upon with the State related to the COVID-19 Stimulus Management Project.	The Contractor will use any relevant knowledge, tools and experts through the National Stimulus Hub team to support the State of Michigan with any specific activities. In addition, the Stimulus Project Team for the State of Michigan will put together a visual to show the flow of federal funds from legislation to Michigan agency allocation.

## 1.2. High Level Project Plan and Activities

The work being performed will support the State successfully capture and distribute the wide variety of Federal funds being made available for COVID relief and recovery. It is expected that additional programs and funds will be made available over the next six months. This project could last between six (6) to twelve (12) months from commencement. The State reserves the right to discontinue or adjust the Contractor hours on this project as the needs may fluctuate given progress of State personnel in accessing funds and managing such funds or actions taken by the Federal government.

The Contractor will provide the State a blueprint for capturing, distributing and utilizing these funds over the entire post-COVID pandemic period and will link to statewide plans being made for the recovery period.

To start this process, at a minimum, the Contractor will execute the following project activities:

### A. Project Management

The Contractor will work with the state project team to drive and support the operations of the Project Management Team including supporting project governance and maintaining and reporting on the project plan, including goals, actions, project meeting cadence, timelines and scheduling.

### B. Federal COVID Stimulus Inventory

The Contractor will provide a Federal program database that includes all Federal sources of funding moving through the state (SBA, Fed Reserve, etc.) as well as sources of funds to which they can apply. For each program, the following points will be included:

- Where does the money come from and how do states get it? List of sources and a taxonomy of mechanisms - application, formula, matching, maintenance of effort, etc.
- Where does the money go and how does it get there? List of agencies and a taxonomy of means - pass through, formula, matching, etc.
- How does the money need to be accounted for, what audit trails need to be created?

### C. Identify and Coordinate State Points of Contact (POCs) to each funding source:

Together with the State project team and State Budget Office leadership, the Contractor will lead the identification of state POCs for each new funding source from program, agency, budget, compliance and Governor's Office, as well as other perspectives as desired by the state. The Contractor will facilitate and coordinate with these POCs who form the nucleus of a

task groups that are charged with responsibility for capturing and distributing the funds to optimize their usefulness for the state. Key POC personnel/stakeholders with whom the Contractor will collaborate with, include:

- State agency (and point of contact) for each program, with email, phone, etc.
- Cabinet Director name, etc. responsible
- Budget Office analyst/managers responsible
- Gov's Office policy liaison responsible
- Agency CFO/Budget Officer/Program Directors (as most applicable)
- State Emergency Operations Center (SEOC)
- SIGMA (Statewide Integrated Government Accounting) and Office of Financial Management (OFM) personnel
- Others as deemed appropriate

**D. Prioritized COVID Federal Stimulus Funding Opportunities**

The Contractor will work with the state to facilitate prioritizing COVID Federal Stimulus Funding Opportunities based upon criteria to be developed by the project team, using a design-led methodology utilizing virtual design thinking tools. This session may involve a broader group of stakeholders from whom the project team needs guidance on overall government priority areas and alignment with mission and strategy of the Governor's Office.

**E. Action Plans**

The Contractor will help guide each task group to build and or maintain an "action plan" for each source of funding and program (could amount to 50 or more action plans, of which many are already in development). The Contractor will maintain the standard approach/contents for the action plan. Each action plan describes the source of funding, capture plan (how we get it), accounting/budgeting plan (how to book it), spending plan (how to spend it, including program criteria), how we report it (key KPIs and outcomes reporting required), what we must comply with for each funding sources. For existing funding streams associated with expansion of existing programs, limit the need for a formal action plan and provide support only. Further, the action plans will include plans for utilization of funds and objectives for those funds during what we expect to be the next 24 months as the pandemic eases and the State moves into preparing for what is next and include activities/tasks, dates and persons responsible for carrying them out.

**F. Guidance for Reporting and Compliance Requirements**

Contractor will analyze, interpret and develop guidance to State departments of primary reporting and compliance requirements associated with new funds. This information will guide State agencies to establish or enhance compliance procedures and will also be used by third-party assurance providers as a basis for risk assessment and control/compliance evaluations.

**G. Communication and Reporting**

Contractor will support reporting of information on funding sources, funding captured and use of funds and similar data for internal and external reporting. This will include development of reporting formats and support in maintaining such reports.

**H. Blueprint for Stimulus Capture and Delivery**

These action plans will be aggregated and summarized in a final document that will serve as the State's blueprint for the stimulus capture and delivery plan for the State. The blueprint will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key State personnel to successfully complete in progress tasks/outcomes.

**Contractor's Plan:**

**A. Project Management**

The Contractor will use its tested project management tools in accordance with the proposed governance structure depicted below.

# GOVERNANCE & ROLES

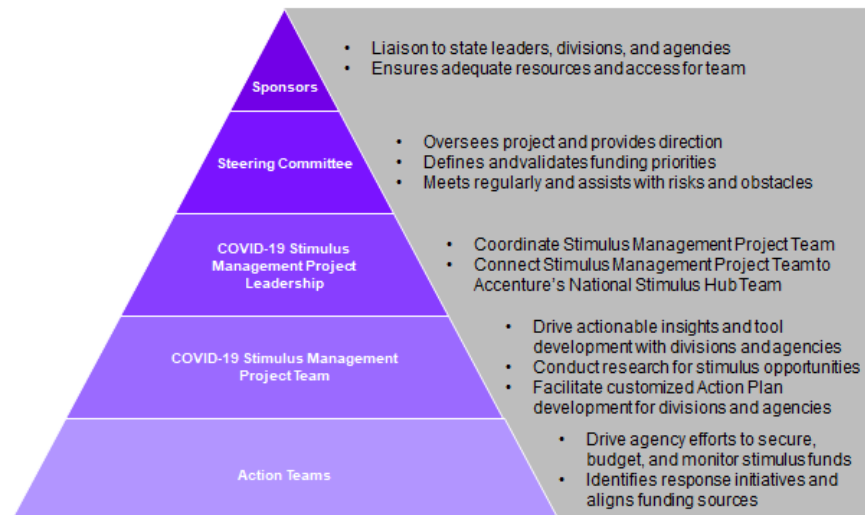


Figure 1: Proposed governance structure for the COVID-19 Stimulus Management Project

By way of daily stand-up meetings with the State Budget Office COVID-19 Stimulus Management Project Lead and weekly steering committee meetings, the Contractor Stimulus Management Project Team will maintain regular communication and engagement, escalate issues and facilitate decision making. Additionally, the team will manage to an overall project plan with milestones and deliverable due dates as shown below.

The Contractor can provide the state with a “running start” on key parts of the requested scope of work, as can deliver a comprehensive Federal stimulus inventory at the outset of the engagement (July 8), with any updates required weekly thereafter for the State to post for agency and State Budget Office reference. The Contractor believes that the “Action Teams” defined by funding source will move into more “ad hoc” task groups as key challenges emerge during the pandemic easing period and the recovery period. For this reason, the Contractor will be focused on “ad hoc” task groups that would be identified by the Project Team and SBO leadership to address key aspects of ongoing funding challenges. Examples of those ad hoc task groups might focus on:

- Reconciling numerous requests for Coronavirus Relief Funds across multiple sources of information and the SIGMA system.
- Budget monitoring of testing and contact tracing plans
- Developing framework for application for and distribution of funds to local governments
- Developing SIGMA reporting and project hierarchies to reflect funding sources selected for key projects

Additionally, the project plan allows for weekly status reports to the Steering Committee, quarterly updates to the Blueprint as well as monthly tracking reports on agency compliance reporting required. Given the fluid nature of the current Federal funding environment, the Contractor would expect that the Project Management Team might determine that additional deliverables or reporting might be necessary to allow the state to have full transparency into the way in which state agencies are carrying out their Federal Stimulus programs.

## ***B. Federal COVID Stimulus Inventory***

The Contractor will use a standard inventory framework developed by the National Stimulus Hub team and customize it to meet the needs of Michigan. The framework will provide details for each relevant funding, including the funding source, application and reporting requirements and timeline; allocation amount and match requirements; summary of the guidance with links to the source; categorization of the funding source that ties to the action plan; the State Budget Office and agency points of contact; and current status of the program. The Contractor will continuously update this inventory for changes in program guidance and new legislation as it is passed by the US Congress.

**C. Identify and Coordinate State Points of Contact (POCs) to each funding source:**

In collaboration with the State Budget Office, the Stimulus Management Project Team will identify the sources of Federal stimulus funds that each agency is eligible to receive. Once those agencies are confirmed, the team will work with the State Budget Office to identify the key points of contact for each source of funding. These agency points of contact will be responsible and accountable for administering and managing the source of Federal stimulus funds.

**D. Prioritized COVID Federal Stimulus Funding Opportunities**

The Stimulus Management Project team will facilitate meetings with the State Budget Office, agency action teams, and other key stakeholders and leaders to prioritize funding opportunities and capture decisions. The Contractor will also use a custom-built matching tool to serve as a decision-making asset to conduct scenario planning based on the federal and state funding sources in order to prioritize focus on key sources of funding. The matching tool captures details of the federal, state, and private funding sources with built-in matching fund calculations and an expenditure proposal sheet that will capture COVID-related expenditures from Michigan agencies, which are reported in SIGMA. This dynamic asset will calculate the match requirement and fund balance based on the selected funding source and document fund eligibility for CRF and FEMA based on the expenditure with dashboards to understand the health of each fund.

**E. Action Plans**

An Action Plan will be developed for each Federal source of funding. Varying levels of detail will be pursued, based upon whether the source of funding is additional funds provided through an existing program with no changes (ie: FMAP increase for Medicaid); or whether it is an entirely new program with new guidance (ie: Rethink K-12 Education). The Contractor will start with the Action Plan template developed by the Contractor's National Stimulus Hub team that includes the amount of Federal funds allocated, amount received, amounts spent or distributed to sub-recipients, spending plan, outcomes expected from that spending, and reporting and compliance requirements. The Contractor would modify the standard template to tailor it to Michigan's specific needs and naming conventions, so it is most useful to the State Budget Office and others using it as a reference tool.

**F. Guidance on Reporting and Compliance**

The Contractor will develop guidance for agencies to follow related to establishing primary outcomes, reporting and compliance requirements associated with accessed COVID-19 funds by referring to Federal agency guidance, using our expert input from Congressional staff, and consulting with colleagues and peers from other states. The Contractor's team will support the State Budget Office in meeting federal reporting requirements by summarizing these requirements in Action Plans where detailed reporting requirements are captured through direct legislative text and guidance. The Contractor's team will help the State of Michigan to develop processes to assure appropriate accounting and reporting of the funds, including assisting with developing processes to assure audit requirement compliance.

**G. Communication and Reporting**

The Contractor's team will communicate to stakeholders using the governance model described in A. Project Management above, using the daily standup meetings, weekly status reporting and Steering Committee meetings to communicate any risks and issues. Reporting will include weekly status reports, submitted to the project leads in advance, and presented at the weekly Steering Committee. As required, the Contractor's team will assist with any technical briefings required by the SBO or other agencies to clarify federal stimulus issues.

**H. Blueprint for Stimulus Capture and Delivery**

The Stimulus Management Project team will develop a blueprint for capturing, distributing and utilizing stimulus funds over the entire post-COVID pandemic period. The Blueprint will aggregate all sources of federal funding and detail expected outcomes for the state across all sources of funding, producing the first updated blueprint by July 13th. The Contractor will use the blueprint framework for the pandemic response that will build on the action plans. This Stimulus Blueprint will change as the Federal government passes additional legislation, the state acquires funds, spends them, and achieves outcomes. The Stimulus Management Project team would update this blueprint quarterly or as directed by the State Budget Office and Stimulus Management Project Leadership.

**1.3. Support/Deliverables**

- A. Maintain Michigan Federal Stimulus Inventory for existing sources (e.g. CARES Act) and new sources (e.g. proposed HEROS Act) and related Stimulus Flowchart
- B. Support maximizing capture of Federal funds

- Provide effective communication and decision-making mechanisms to facilitate action
  - Work with and meet regularly with SBO leadership and departments to maintain current action plans including status of program reporting and compliance requirements
  - Track and manage progress – applications made, receipts, distributions, etc.
  - Assist the state in removing and overcoming obstacles
  - For new or changed funding programs-
    - Assist the state in designating the responsible state agency for each opportunity
    - Develop action plans including defining program reporting and compliance requirements
    - Prepare or assist in preparing applications for new funding programs
- C. Assist in optimizing utilization of available Federal funds
- Interpret rules and answer specific funding questions
  - Facilitate prioritization of each opportunity
  - Work with SBO leadership to identify scenarios for optimal use through matching process
  - Support development of guidelines for expenditure planning by departments
  - Provide training to state resources on specific grant and funding requirements to expand capacity for project outcomes
  - Help coordinate financial activities of state agencies and local governments
- D. Assist with COVID communication and reporting on source and use of funds
- Maintain project plan and reports for project governance
  - Attend and lead key stakeholder meetings (e.g. Steering Committee; Project Management Team; Key Departments such as DHHS)
  - Help the state to develop processes to assure appropriate expenditure, accounting and reporting of the funds
  - Support development and preparation of key COVID data/reporting (e.g. funding; sources; captured funds; spending/use of funds; outcomes; other to be determined) for SharePoint sites and Websites Maintain “blueprint” of work and actions plans for external reporting needs. The blueprint will provide a roadmap and recommendations for continued use of tracking and reporting tools, and any other knowledge transfer to key State personnel to successfully complete in progress tasks/outcomes.
- E. Capabilities in managing compliance risks
- Defining compliance, audit and reporting requirements
- F. Weekly status reporting to demonstrative progress on the agreed upon project activities. The format to be mutually agreed upon between the Contract Administrator and Contractor Representative.
- G. Other activities as deemed beneficial for the outcomes and mutually agreed to be the State and provider

#### **Contractor’s Plan:**

##### ***A. Maintain Michigan Federal Stimulus Inventory for existing sources (e.g. CARES Act) and new sources (e.g. proposed HEROS Act) and related Stimulus Flowchart***

The Contractor’s Stimulus Management Project team will continuously update the Michigan Federal Stimulus Inventory document of existing federal COVID funding sources. This inventory includes a comprehensive list of COVID-related federal funding sources, links to guidance, SBO leads and Agency POCs assigned to each funding source, application deadlines, and more. The Contractor’s team is prepared to update this inventory as additional COVID funding sources come available through federal legislation.

##### ***B. Support maximizing capture of Federal funds***

The Contractor’s Stimulus Management Project team will support the SBO leadership in the capture, distribution, and reporting of COVID-related federal funding by leveraging the relationships with department and budget area action teams. The Contractor’s team will stay up to date on department and budget area status, federal guidance, and federal reporting requirements. The Contractor will work with and meet regularly with SBO leadership and departments to maintain action plans for COVID sources of funding. In addition, the Contractor’s team will prepare or assist in the preparation of applications for new federal funding as new federal legislation is passed.

##### ***C. Assist in optimizing utilization of available Federal funds***

The Contractor’s Stimulus Management Project team will optimize the utilization of federal COVID funding sources with the Contractor’s Matching Tool and other ad hoc resources developed in collaboration with the Project Team. In addition, The Contractor’s team will

work closely with SBO leaders and provide guidance when matching COVID expenditures with the appropriate source of funding. The Contractor's team will interpret and develop guidance to answer specific funding questions that arise with the SBO and agency action teams.

***D. Assist with COVID communication and reporting on source and use of funds***

The Contractor's Stimulus Management Project team will maintain and track status of the completion of goals set each week. The Contractor's team will present status of how the project is tracking to deadlines outlined in the project plan and provide weekly reports for project governance. The Contractor's team will attend and lead steering committee meetings, project management team meetings (daily stand-up with OIAS), SBO Budget Director 1:1s, and key department meetings. Through discussions with key stakeholders the Contractor's team will support the State to develop processes to appropriate expenditure, accounting and reporting of the funds. The Contractor's team will support the development and preparation of key COVID data/reporting by way of the Action Plans, Federal Inventory, Washington Status Updates, funding deadlines in the next 30 Days, and other ad hoc materials for SharePoint sites to maintain a "blueprint" of work for external reporting needs. The blueprint will be a "publication ready" report that would provide a roadmap and recommendations for continued use of tracking and reporting tools and knowledge transfer to key State personnel and stakeholders to successfully complete progress tasks/outcomes.

***E. Capabilities in managing compliance risks***

The Contractor's Stimulus Management Project team will support agencies in meeting federal reporting requirements through Action Plans where detailed reporting requirements are captured through direct legislative text and guidance. The Contractor's team will help the State of Michigan to develop processes to assure appropriate accounting and reporting of the funds, including assisting with developing processes to assure audit requirement compliance.

***F. Weekly status reporting to demonstrate progress on the agreed upon project activities.***

***The format to be mutually agreed upon between the Contract Administrator and Contractor Representative.***

Stimulus Management Project weekly status reporting would include an update on weekly goals, issues and risks, and project plan tracking based on priorities set by the SBO, Contract Administrator and Contractor Representative. This weekly status will be reviewed weekly in Steering Committee Meetings. Additional interim reporting will be provided as agreed between the State and the Contractor.

***G. Other activities as deemed beneficial for the outcomes and mutually agreed to be the State and provider.***

The Contractor's Stimulus Management Project team will create ad hoc materials to support the State Budget Office to support the capture, distribution, and reporting of COVID federal funds, as well as helping to address emerging challenges of the recovery period. One example of ad hoc materials is a diagram showing the flow of funds from legislation to Michigan agency or budget area. In addition, The Contractor's team will convene ad hoc task groups to provide additional value (Example: convening an ad hoc budget task group to align on FEMA CRF match.)

**Contractor's Overall Project Management Approach:**

For this COVID-19 Michigan Stimulus Project, the top priority for the project team is providing quick, accurate and immediate input to critical state budget decisions on an almost-daily basis. For this reason, the Contractor recommends a daily stand-up meeting for the entire project team to confirm we are on track as well as a weekly steering committee meeting to confirm that we are completing work and providing insights to State Budget Office promptly and completely. The Contractor will provide a weekly status report along with weekly risks and issues summary to assure that the Contractor is communicating areas where the state needs to focus attention to address a risk.

The Contractor will have one-on-one meetings each week with State Budget Office managers to update them on agency developments and changes to the Action Plan status. The Stimulus Management project team will work directly with agencies, directly collaborating with the State Budget Office managers regularly to monitor and confirm ongoing status as the agency captures and expends the Federal Stimulus funding in compliance with agency guidance.

As a result of these meetings, the Contractor will monitor our progress against the project plan, and determine if additional activities or tasks need to be added to that plan in order to be responsive to the changing role of the Stimulus Management Project Team as the pandemic eases and the state moves into recovery.

Finally, the Stimulus Management Project will coordinate and participate in the Contractor's National Stimulus Hub team's daily briefings with all state stimulus management projects team to draw on leading practices and new developments discussed and approach comparisons. This will help the team to quickly surface new issues and get the State Budget Office's questions answered rapidly with real-time input from other state budget offices.

## **2. Services Levels**

All Contract Activities must be delivered during the contract period, with individual activities/milestone dates agreed to by the State's Contract administrator and the "Contractor Representative" (defined below) director. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

## **3. Acceptance**

The Deliverables will be provided after contractor quality assurance and review/acceptance by the State.

## **4. Staffing**

### **4.1. Contractor Representative**

The Contractor must appoint a Contractor Representative, 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").

The Contractor must notify the Contract Administrator at least 5 calendar days before removing or assigning a new Contractor Representative.

#### **Contractor Representative:**

Kathleen (Lisa) Cawley  
Managing Director and Client Account Lead for the State of Michigan  
Phone Number: (859) 248-1187  
Email Address: kathleen.cawley@accenture.com

### **4.2. Work Hours**

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. ET, and possible night and weekend hours depending on the requirements of the project. Working remotely during the initial phase of the contract period is expected. Upon the State's return to physical work locations, the Contractor may work at on-site facilities and remotely as agreed upon between the Contract Administrator and the Contractor Representative.

### **4.3. Key Personnel**

The Contractor must appoint a team of individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account and be knowledgeable on the contractual requirements. The Contractor, at a minimum, must provide the following Key Personnel Staff: Staff (audit, accounting), Senior (audit, accounting), Manager (audit, accounting), Senior Manager (audit, accounting), Engagement Manager, Other

#### **Attributes of Team:**

- A. Extensive experience in State budget operations (e.g. budget director)
- B. Experienced National research and advocacy team dedicated to tracking and reporting Federal Funds Stimulus Programs
- C. Experience with similar services for other States and with available knowledge of their Funds Stimulus management practices and processes
- D. All staff on team will be familiar with government operations
- E. Previous experience providing services to the State of Michigan with State-wide projects
- F. Ability to perform work efficiently and effectively with remote video communication technology

NAME	JOB TITLE	PROJECT ROLE(S)/RESPONSIBILITIES	% OF DIRECT TIME PLANNED FOR THIS ENGAGEMENT (OF TOTAL PROJECT HOURS) THE ESTIMATED NUMBER OF HOURS FOR THIS RFP IS 2500 WORK HOURS.
<b>Kristen Jordan</b>	Staff	Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	100%
<b>Matthew Davis</b>	Senior Staff	Create ad hoc materials to and convene ad hoc task groups Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	100%
<b>Madeline Hinkamp</b>	Manager	Create ad hoc materials to and convene ad hoc task groups Facilitate meetings with key budget areas and departments Update action plans Interpret guidance Provide support in the capture, distribution, and reporting of federal COVID Stimulus funding	70%
<b>Pari Sabety</b>	Senior Manager	Develop and interpret guidance Lead steering committee meetings Support SBO to develop COVID budget strategy Manage day-to-day changes	20%
<b>Lisa Cawley</b>	Engagement Manager	Provide senior leadership sponsorship – responsible for overall engagement delivery and the Contractor's commitments to the project Manage day-to-day changes	5%
<b>Other</b>	N/A		

#### 4.4. Organizational Chart

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

#### Contractor's Organizational Chart:



#### 4.5. Disclosure of Subcontractors

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

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

**No Subcontractors will be used for this project.**

#### 5. Project Management


##### 5.1. Project Plan

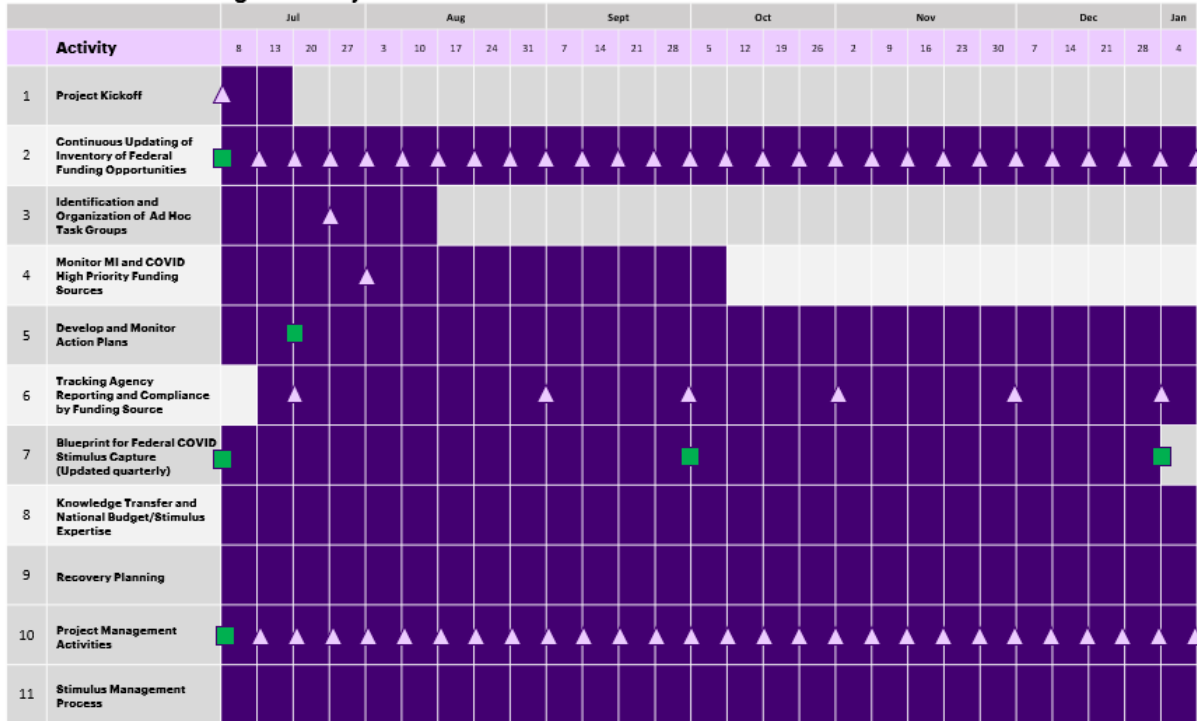
The Contractor will carry out this project under the direction and control of the Program Manager. Within 2 weeks from the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

**Contractor's Plan:**

The Contractor will assist the state in developing, organizing, updating and maintaining project management deliverables as required to operate the Stimulus Management Project.

The high-level project plan is outlined below. Additional detail will be provided after kick-off activities commence, and within 2 days of effective date of this contract.

**COVID Stimulus Management Project Plan**
 Pre-Built Accenture tools available immediately

 Deliverable
**Project Plan Outline:**

#	ACTION PLAN	TASK	OWNER
1.	Project Kickoff	<ul style="list-style-type: none"> <li>Kickoff project and align on project plan</li> </ul>	Contractor Stimulus Management Project Lead and Project Team
2.	Continuous Updating of Inventory of Federal Funding Opportunities	<ul style="list-style-type: none"> <li>Weekly updates of Inventory funding opportunities along with requirements for obtaining, utilizing, and accounting federal funding sources</li> </ul>	Contractor Stimulus Management Project Team
3.	Identification and Organization of Action Teams and Ad Hoc Task Groups	<ul style="list-style-type: none"> <li>Meet with State agencies to support the State in designating the responsible state agency for each new funding opportunity</li> <li>Convene additional ad hoc task groups to achieve project goals</li> </ul>	Contractor Stimulus Management Project Team

#	ACTION PLAN	TASK	OWNER
4.	Monitor MI and COVID High Priority Funding Sources	<ul style="list-style-type: none"> <li>Meet with agency action teams to monitor high priority funding sources and provide ad hoc support</li> </ul>	Contractor Stimulus Management Project Team
5.	Develop and Monitor Action Plans	<ul style="list-style-type: none"> <li>Develop new action plans as new funding sources come available</li> <li>Update and Monitor existing action plans</li> </ul>	Contractor Stimulus Management Project Team
6.	Tracking Agency Reporting and Compliance by Funding Source	<ul style="list-style-type: none"> <li>Facilitate meetings with agency action teams</li> <li>Capture and interpret federal reporting requirements</li> <li>Create reporting tracking resources</li> </ul>	Contractor Stimulus Management Project Lead and Project Team
7.	Blueprint for Federal COVID Stimulus Capture	<ul style="list-style-type: none"> <li>Update Blueprint quarterly</li> <li>Provide a roadmap and recommendations for continued use of tracking and reporting tools</li> </ul>	Contractor Stimulus Management Project Lead and Project Team
8.	Knowledge Transfer and National Budget/Stimulus Expertise	Develop guidance and serve as an expert resource	Contractor Stimulus Management Project Lead and Project Team
9.	Recovery Planning	Support with the recovery planning in future stages of the COVID pandemic	Contractor Management Project Lead /Project Team
10.	Project Management Activities	Maintain communication and engagement	Contractor Stimulus Management Project Team

## 5.2. Meetings

The Contractor will meet regularly (daily, weekly or other) as defined by the State Project Manager to discuss performance, progress, and issues.

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

## 5.3. Reporting

The Contractor must submit a detailed report of the work done for each hour billed while working under this contract to the State as requested.

## 6. Pricing

Pricing is firm for the entire length of the Contract.

## 7. Authorizing Document

The appropriate authorizing documents for the Contract will be a signed Master Agreement (MA) as well as an Agency Issued Delivery Order (DO) and Project Plan.

## 8. Payment Methods

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. Payments will be made on a monthly basis and the remaining amount, up to 20%, will be paid upon completion of activities and blueprint report/analysis for ongoing activities as described above, Item G, Contractor activities.

# STATE OF MICHIGAN

Contract No. 200000001174  
COVID – 19 Stimulus Management Project

## SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Only Contractor hourly rates are eligible for invoice and payment. All other Contractor costs, including travel and other incidental costs, cannot be invoiced to the State.
3. **Quick payment terms:** 1% discount off invoice if paid with 15 days after receipt of invoice.

Schedule B – Hourly Billing Rates			
The estimated 2500 project hours were allocated amongst the Contractor's staff. The proposed estimated hours correspond with the Contractor's Schedule A Section 4.3 Key Personnel and Section 5.1 Project Management Project Plan.			
Staff Role	Hourly Billing Rate	Estimated Hours*	Total Cost
Staff	\$180	800	\$144,000
Senior Staff	\$250	800	\$200,000
Manager	\$275	750	\$206,250
Senior Manager	\$325	150	\$48,750
Engagement Manager	\$0**	0	0
Other			
Total Estimated Project Cost:			\$599,000

\*Hours are an estimate only and the estimates were used for bid pricing comparison purposes only. The actual number of hours that will be needed for the project will vary and are not guaranteed.

\*\*The cost of the National Stimulus Hub support, and the Engagement Manager's cost and time will be provided pro bono.