



# 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 **3**

to

Contract Number **MA200000001263**

<b>CONTRACTOR</b>	Lori A. Penn
	40835 Woodside Drive
	Clinton Twp. MI 48038
	Lori Anne Penn
	586-567-8015
	Lori.penn@yahoo.com
	VS0145624

<b>STATE</b>	<b>Program Manager</b>	Various	Various
<b>STATE</b>	<b>Contract Administrator</b>	Melissa Beck	DTMB
		(517) 897-1502	
		beckm3@michigan.gov	

### CONTRACT SUMMARY

Statewide Court Reporting Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 12 Months	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
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			
NA			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	1 Years	September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$400,000.00	\$45,000.00	\$445,000.00		

## DESCRIPTION

Effective June 11, 2024, the following changes are hereby incorporated:

1. The second option year available on this Contract is exercised. The revised contract expiration date is September 30, 2025.
2. The contract is increased by \$45,000.
3. The State Contract Administrator is changed to Melissa Beck, Beckm3@michigan.gov, 517-897-1502.

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

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
EGLE	Mark Snow		SNOWM@michigan.gov
AG	Kari Anders		AndersK@michigan.gov
MCSC	Kimberly Davis		davisK5@michigan.gov
LARA	Penny Johnson		JohnsonP19@michigan.gov
MGCB	Marina Kotsifis		KotsifisM@michigan.gov
DTMB	Elizabeth Harrison		HarrisonE3@michigan.gov
MDOS	Lydia Valles		VallesL@michigan.gov
MDOC	Kami Harris		HarrisK14@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
 to  
 Contract Number **200000001263**

<b>CONTRACTOR</b>	Lori Anne Penn
	40835 Woodside Drive
	Clinton Twp., MI 48038
	Lori Anne Penn
	586-567-8015
	lori.penn@yahoo.com
	VS0145624

<b>STATE</b>	Program Manager	Various	SW
	Contract Administrator	Marissa Gove (517) 449-8952 govem1@michigan.gov	DTMB

**CONTRACT SUMMARY**

**STATEWIDE COURT REPORTING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$400,000.00	\$0.00	\$400,000.00		

**DESCRIPTION**

Effective July 13, 2023, the following changes are hereby incorporated:  
 1. The first option year available on this Contract is exercised.  
 2. The State Contract Administrator is changed to Marissa Gove.  
 3. The attached Schedule B Pricing is effective on 10/1/2023.  
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

# STATE OF MICHIGAN

## Court Reporting Services

### SCHEDULE B PRICING

<b>Court Reporting Services</b>					
<b>Item</b>	<b>Description</b>	<b>Region 1 Unit Price</b>	<b>Region 2 Unit Price</b>	<b>Region 3 Unit Price</b>	<b>Region 4 Unit Price</b>
1	<b>Full-Day Appearance for Hearings</b> <i>(provide a unit price per full-day during normal business hours)</i>	\$275.00	\$300.00 Plus hotel, mileage, and misc. travel expenses	\$300.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
2	<b>Half-Day Appearance for Hearings</b> <i>(provide a unit price per half-day during normal business hours)</i>	\$190.00	\$225.00 Plus hotel, mileage, and misc. travel expenses	\$225.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
3	<b>Per-Hour Appearance for Hearings</b> <i>(provide a per-hour unit price during normal business hours)</i>	\$45.00 (after 5:00 p.m.)	\$60.00 (after 5:00 p.m.)	\$60.00 (after 5:00 p.m.)	Not Included in Service
4	<b>Full-Day Appearance for Hearings</b> <i>(provide a unit price per full-day during <u>non-normal</u> business hours)</i>	\$350.00	\$500.00 Plus hotel, mileage, and misc. travel expenses	\$500.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
5	<b>Half-Day Appearance for Hearings</b> <i>(provide a unit price per half-day during <u>non-normal</u> business hours)</i>	\$200.00	\$225.00 Plus hotel, mileage, and misc. travel expenses	\$225.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
6	<b>Per-Hour Appearance for Hearings</b> <i>(provide a per-hour unit price during <u>non-normal</u> business hours)</i>	\$70.00	\$80.00 Plus hotel, mileage, and misc. travel expenses	\$80.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
7	<b>Per-Hour Rate for Deposition</b> <i>(during normal business hours)</i>	\$45.00 – with transcript order/\$120 minimum on Time only, no transcript	\$60.00 – with transcript order/\$300.00 minimum on time only, no transcript	\$60.00 – with transcript order/\$300.00 minimum on time only, no transcript	Not Included in Service
8	<b>Rates for Deposition, Per Hour Appearance</b> <i>(during <u>non-normal</u> business hours)</i>	\$65.00 with transcript order/\$120 minimum on Time only, no transcript	\$80.00 with transcript order/\$300.00 minimum on time only, no transcript	\$80.00 with transcript order/\$300.00 minimum on time only, no transcript	Not Included in Service
<b>Court Reporters Providing Transcription Services</b>					

Item	Description	Region 1 Unit Price	Region 2 Unit Price	Region 3 Unit Price	Region 4 Unit Price
9	USB drive or CD with transcription in Word format for previously billed prepared transcript, <i>per USB/CD</i>	\$50.00	\$25.00	\$25.00	Not Included in Service
10	Email transcript in Word format for previously billed prepared transcript, <i>per each</i>	\$25.00	\$25.00	\$25.00	Not Included in Service
11	Original + 1 (within 10 calendar days), <i>per page OR PDF emailed</i>	\$4.15 <i>Depositions</i> \$6.50 <i>pr. pg./</i> pg./ MPSC- MGCB-MERC	\$4.15 <i>Depositions</i> \$6.50 <i>pr. pg./</i> MPSC-MGCB- MERC	\$4.15 <i>Depositions</i> \$6.50 <i>pr. pg./</i> MPSC-MGCB- MERC	Not Included in Service
12	Additional copies for the above item (11), <i>per page</i>	\$1.25 – to the same party.	\$1.25 – to the same party.	\$1.25 – to the same party.	Not Included in Service
13	E-Transcripts in PTX format for the above item (11), <i>per each</i>	\$25.00	\$25.00	\$25.00	Not Included in Service
14	Electronic filing in pdf format for the above item (11), <i>per each</i>	\$1.00 per page/\$75.00 minimum in addition to paper transcript	\$1.00 per page/\$75.00 minimum in addition to paper transcript	\$1.00 per page/\$75.00 minimum in addition to paper transcript	Not Included in Service
15	Expedited original +1 (within 5 Calendar days), <i>per page</i>	\$6.50 <i>Depositions</i> \$7.75 <i>pr. pg./</i> pg./ MPSC- MGCB-MERC	\$6.50 <i>Depositions</i> \$7.75 <i>pr. pg./</i> MPSC-MGCB- MERC	\$6.50 <i>Depositions</i> \$7.75 <i>pr. pg./</i> MPSC-MGCB- MERC	Not Included in Service
16	Additional copies for the above item (15), <i>per page</i>	\$1.25 – to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
17	Expedited original +1 (within 3 Calendar days), <i>per page</i>	\$7.25 <i>Depositions</i> \$7.75 <i>pr. pg./</i> pg./MPSC- MGCB-MERC	\$7.25 <i>Depositions</i> \$7.75 <i>pr. pg./</i> MPSC-MGCB- MERC	\$7.25 <i>Depositions</i> \$7.75 <i>pr. pg./</i> MPSC-MGCB- MERC	Not Included in Service
18	Additional copies for the above item (17), <i>per page</i>	\$1.25 - to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
19	Expedited original +1 (within 1 Calendar days), <i>per page</i>	\$10.00 <i>Depositions</i> \$11.75 <i>pr. pg./</i> pg./ MPSC- MGCB-MERC	\$10.00 <i>Depositions</i> \$11.75 <i>pr. pg./</i> MPSC-MGCB- MERC	\$10.00 <i>Depositions</i> \$11.75 <i>pr. pg./</i> MPSC-MGCB- MERC	Not Included in Service
20	Additional copies for the above item (19), <i>per page</i>	\$1.25 – to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
21	Real Time (same day) Original +1, <i>per page</i>	N/A	N/A	N/A	Not Included in Service

22	<b>Copying of Exhibits (Pre-filed testimony), per page</b>	\$1.35 <i>Depositions</i> \$3.00 pr. pg. <i>Pre-filed</i> <i>testimony</i> MPSC	\$1.35 <i>Depositions</i> \$3.00 pr. pg. <i>Pre-filed</i> <i>testimony</i> MPSC	\$1.35 <i>Depositions</i> \$3.00 pr. pg. <i>Pre-filed</i> <i>testimony</i> MPSC	Not Included in Service
23	<b>Condensed Transcript (Mini-script) within 10 calendar days, per each</b>	\$25.00 – in addition to per page transcript	\$25.00 – in addition to per page transcript	\$25.00 – in addition to per page transcript	Not Included in Service
24	<b>Public Hearings Transcripts</b>	\$7.25 per page	\$7.25 per page	\$7.25 per page	Not Included in Service



# STATE OF MICHIGAN PROCUREMENT 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 **200000001263**

<b>CONTRACTOR</b>	Lori Anne Penn
	40835 Woodside Dr.
	Clinton Twp., MI 48308
	Lori Anne Penn
	586-567-8015
	Lori.penn@yahoo.com
	VS0145624

<b>STATE</b>	Program Manager	Various – Statewide	SW
	Contract Administrator	Doug Glaser	DTMB
		(517) 898-3982 glaserd@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION: Statewide Court Reporting Services</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/1/2020	9/30/2023	3, 1-Year Options	9/30/2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (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
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$400,000.00		\$00.00	\$400,000.00	
<b>DESCRIPTION:</b> Effective 12/3/2020, this contract is amended in the following 4 aspects:				
1. Adding the State's "PRC" payment method as an alternative method of payment, and includes the following related changes to language in the Contract: Language Revisions to Schedule A, Statement of Work, item 18; Replace existing language with the following:				
18) Ordering Authorizing Document: The appropriate authorizing document for the Contract will be a delivery order, referencing the Master Agreement ("MA" – the Contract #), however in some instances, the contractor may also accept orders via fax, phone, or email (which should also reference the MA number).				



2. Language Revisions to Schedule A, Statement of Work, item 19; Replace existing language with the following (including adding a new subsection "c"):

19) Invoice and Payment

a) Invoice Requirements: All invoices submitted to the State must include: (a) date; (b) delivery order; (c) hours of service; (d) description of the Contract Activities; (e) unit price; and (f) total price. Overtime and holiday pay will not be paid.

b) Payment Methods: The State will make payment for Contract Activities via EFT.

c) For invoices received by each State Agency, payment documents (PRC with contract reference) may be created as the issuance of payment for the invoice received by the Contractor

3. The subcontractor table in item 14).e is changed by removing Eric Stilman and Ripka Boroski & Associates as subcontractors and adding Heckman & Nardone.

4. Schedule B is modified by adding "Transcript rates for Public Hearings" at \$7.00 per page. Court Reporter appearance rates remain the same as in the contract.

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

CHANGE NOTICE NO. 1 TO CONTRACT NO. 200000001263

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**FOR THE CONTRACTOR:**

**Lori Anne Penn**

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

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

**Lori Anne Penn**

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

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

**FOR THE STATE:**

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



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 Central Procurement Services  
 525 W. Allegan St., 1<sup>st</sup> Floor. NE, Lansing, MI 48913  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. 200000001263  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Lori Anne Penn
	40835 Woodside Drive
	Clinton Twp., MI 48038
	Lori Anne Penn
	(586) 567-8015
	Lori.penn@yahoo.com
	VS0145624

<b>STATE</b>	Program Manager	Various – Statewide	SW
	Contract Administrator	Doug Glaser	DTMB
		(517) 898-3982	
		glaserd@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Statewide Court Reporting Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2020	9/30/2023	3, 1-Year Options	9/30/2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER.</b> This Contract Agreement is awarded on the basis of RFP #200000001255 and related negotiations. Orders for services will be issued directly by Departments through the issuance of a Delivery Order (DO) form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$400,000.00</b>

**FOR THE CONTRACTOR:**

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

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

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

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

**FOR THE STATE:**

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

**Douglas Glaser, Sr. Category Analyst**

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

**DTMB Central Procurement,  
Commodities and Services Division**

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

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

**PROGRAM MANAGERS:**

	<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
1	EGLE	Mark Snow	517-230-8233	<a href="mailto:Snowm@michigan.gov">Snowm@michigan.gov</a>
2	AG	Kari Anders	517-335-0722	<a href="mailto:AndersK@michigan.gov">AndersK@michigan.gov</a>
3	MCSC	Kim Davis	517-241-8115	<a href="mailto:davisK5@michigan.gov">davisK5@michigan.gov</a>
4	LARA	Penny Johnson	517-335-3229	<a href="mailto:JohnsonP19@michigan.gov">JohnsonP19@michigan.gov</a>
5	MGCB	Marina Kotsifis	517-241-0347	<a href="mailto:KotsifisM@michigan.gov">KotsifisM@michigan.gov</a>
6	DTMB	Elizabeth Harrison	517-284-4565	<a href="mailto:harrisone3@michigan.gov">harrisone3@michigan.gov</a>
7	DHHS	Elizabeth Nagel	517-284-4979	<a href="mailto:NagelB@michigan.gov">NagelB@michigan.gov</a>
8	MDARD	Carla McCarrick	517-284-5746	<a href="mailto:mccarrickc@michigan.gov">mccarrickc@michigan.gov</a>
9	MDOS	Lydia Valles	517-241-4662	<a href="mailto:VallesL@michigan.gov">VallesL@michigan.gov</a>
10	MDOC	Kami Harris	517-388-2894	<a href="mailto:harrisk14@michigan.gov">harrisk14@michigan.gov</a>
11	LEO	Maria Greenough	313-456-3526	<a href="mailto:greenoughm@michigan.gov">greenoughm@michigan.gov</a>

# STATE OF MICHIGAN



## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Lori Anne Penn (“**Contractor**”), a Michigan independent contractor. This Contract is effective on October 1, 2020 (“**Effective Date**”), and unless terminated, expires on September 30, 2023.

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

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
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Doug Glaser 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 glaserd@michigan.gov 517-898-3982	Lori Anne Penn 40835 Woodside Drive Clinton Twp., MI 48038 Lori.penn@yahoo.com (586) 567-8015
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Doug Glaser 525 W. Allegan St. 1st Floor NE PO Box 30026 Lansing, MI 48909 glaserd@michigan.gov 517-898-3982	Lori Anne Penn 40835 Woodside Drive Clinton Twp., MI 48038 Lori.penn@yahoo.com (586) 567-8015

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:
See attached program manager list.	Lori Anne Penn 40835 Woodside Drive Clinton Twp., MI 48038 Lori.penn@yahoo.com (586) 567-8015

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

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

Required Limits	Additional Requirements
<b>Automobile Liability Insurance</b>	
If one or more motor vehicles are used to perform the Contract Activities under this agreement, Contractor must maintain motor vehicle liability coverage as required by law for the term of the Contract.	
<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> \$500,000 Each Occurrence \$500,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled 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 calendar 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. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card:

**State of MI Admin Fees:** <https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

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.
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 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal



government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

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 within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

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. 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. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or

(b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 30 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
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, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 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 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

**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 hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the

disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

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

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

- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

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

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

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

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 Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

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 this 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 arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 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.

**Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

- 49. 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:

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing



Schedule C

Regional Map

Schedule D

Service Level Agreement  
Credits

50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, 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.
51. **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.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **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.
54. **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 Contractor and subcontractor 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 Contractor and subcontractor 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 Subcontractor) 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) Contractor 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, Contractor 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](#), “Contractor and Subcontractor 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 Subcontractor 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 Subcontractor 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 Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and 12689 ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

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

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractor 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](#), Contractor 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, Lori Anne Penn, 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.

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

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of this Contract resulting from the RFP #200000001255.

### BACKGROUND

The State of Michigan Agencies and Departments require court reporting, court recording, and stenomask services on an as-needed basis at various locations within the state, per Schedule C of this Contract.

### SCOPE

The purpose of this contract is to provide a court reporter, court recorder, or stenomask reporter services, as needed, anywhere in the State, utilizing court reporting firms which are registered with the State Court Administrative Office (SCAO) pursuant to MCL 600.1493(2).

The Contractor must provide in-person or "live body" Court Reporters in the location(s) and at the time(s) specified upon oral or written request by the soliciting State agencies. Court Reporting services include hearings and depositions. The Court Reporters must be certified in the state of Michigan, have the necessary equipment to provide complete and accurate services, and attest to the accuracy of their transcripts by certifying each.

The Contractor must accept orders by fax, phone, e-mail, or by purchase order.

Legal and Medical Transcription services are outside the scope of this contract.

### REQUIREMENTS

The Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Statement of Work. The work and deliverables include, but are not limited to, the following, pursuant to MCL 600.1492:

#### 1) General Requirements

- a) The Contractor must guarantee the provision of required, in-person (or "live body") Court Reporters at the location(s) and the time(s) requested by an Agency (requested either orally or in writing), typically on business days during normal working hours (Monday thru Friday, 8:00am – 5:00pm EST/EDT) within 24 hours' notice. Court Reporters must be present a half-hour (30 minutes) unless otherwise directed by the requesting State agency, before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency. Services are expected to be provided in Full-Day increments (8-hours), half-day increments (4 hours), and/or hourly increments, on an as-needed basis.
  - i) Regions of Service: Court reporting services are to be provided in one or more regions listed in Schedule C, where the ability to service more or all regions is preferred.
  - ii) Capacity of Service: Court reporting services provided in each region listed in Schedule C must be provided without scheduling issues due to lack of available court reporting personnel bandwidth.
- b) The Contractor must provide Court Reporters with as little as 24 hours' notice for a smaller potential of work required during non-normal working hours (weekends or on weekdays, during non-normal working hours). Court Reporters must be present a half-hour (30 minutes) unless otherwise directed by the requesting State agency, before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency. Services are expected to be provided in Full-Day increments (8-hours), half-day increments (4 hours), and/or hourly increments, on an as-needed basis.

- c) Only Court Reporters and Court Recorders certified by the Recording Board of Review may record or prepare transcripts of proceedings held in Michigan courts or of depositions taken in Michigan as regulated by Michigan Court Rule 8.108(G). Proof of certification for individual court recorders and court reporters must be provided on an as-needed basis to the State within 24 hours of notice.
- d) Professional Conduct: Court Reporters must:
  - i) Not consume alcoholic beverages, narcotics, or be under their influence while performing any service.
  - ii) Meet and deal in a courteous, effective manner with the Administrative Law Examiner (ALE), hearing officer, lawyers, parties, witnesses, members of the public and agency personnel.
  - iii) Maintain a professional appearance, attire, and decorum when providing services in hearings.
  - iv) Not perform personal business during the hours which they are assigned to work.
  - v) Ensure they report to the representative responsible for supervision over this service. In addition, must advise the proper representative of the State and/or agency when leaving the hearing site. The representatives will maintain a record of time and attendance
  - vi) Be capable of performing under stressful conditions, such as long periods of uninterrupted testimony, complicated and/or highly contested issues and materials, heavy workloads and/or deadlines inherent in certain cases in litigation.
  - vii) Employ correct Standard English usage, spelling, grammar and punctuation.
  - viii) Employ and understand specialized terminology, including legal, medical and educational terms.
  - ix) Complete all necessary forms required by the State and/or agency.
  - x) Possess the necessary equipment to provide complete and accurate services (including professional audio recording back-up equipment, if stenographic equipment is used), and attest to the accuracy of the transcript(s) by certifying each and providing audio recordings upon request (see Michigan Court rule 8.109).
- e) The Contractor and their employees must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the resulting Contract.
- f) The Contractor must ensure the Court Reporter is paid for services rendered under the resulting Contract.
- g) The Contractor must ensure the Court Reporter has accurate directions to the location of the hearing, as well as the telephone number of the Hearing Officer and/or State staff member who arranges for the Court Reporting Services.
- h) The Contractor must provide the original copy of the transcript (double spaced, 8 ½ X 11" typewritten page with size 10 font type and at least one electronic (.pdf) copy, including a word index, to the requesting Agency within 10 calendar days of the conclusion of a hearing, or as specified in an Agency's specific requirements within this contract.
- i) The State and/or agency will make their best effort to notify the Contractor by E-mail, telephone, and/or fax no later than 5:00 p.m. of the day prior to the hearing in the case of a cancelled hearing. The State of Michigan will be charged 50% of the appearance fee for hearings or depositions cancelled after 5 pm, but no later than 8 am on the day of the scheduled hearing/deposition, when full appearance fee will be charged.
- j) A Court Reporter, Court Recorder, or Stenomask Reporter must (before accepting an assignment as an independent contractor or employee to provide court reporting or recording services) request information from the person, employer, or entity engaging his or her services as to the existence and nature of the contract between the person, employer, or entity and the client to confirm that the contract is not a blanket contract in violation of MCL 600.1491(1)(b). A person, employer, or entity who is party to a blanket contract and who knowingly provides false information in reply to an inquiry required under this subdivision shall be considered to have committed an act that is grounds for discipline or censure under MCL 600.1493. This subdivision does not apply to contracts for court reporting or recording services for the courts, agencies, or instrumentalities of local units of government, this state, or the United States.

**2) Additional Agency Requirements; MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed

below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background/Problem Statement/Objectives: The Michigan Department of Licensing and Regulatory Affairs (LARA) has offices/bureaus that conduct administrative proceedings, commission meetings, and other events which require the making of a permanent record at the time of the event. The Department has hearing rooms equipped with video recording equipment, but still requires in-person or “live body Court Reporters” on occasions where permanent hearing rooms are not used or are not available.
- b) Public Service Commission: The Michigan Public Service Commission (MPSC) formulates and administers policies and regulations necessary to grow Michigan’s economy and enhance the quality of life of its communities by assuring safe and reliable energy, telecommunications, and transportation services at reasonable prices.
  - i) The MPSC is responsible for ensuring that competent, certified Court Reporting Services are provided by certified court reporters familiar with the technical language and acronyms used in all MPSC proceedings at the Commission’s offices, 7109 W. Saginaw, Lansing and other locations designated by the MPSC. Hearings are scheduled during normal working hours, 8:00 a.m.-5:00 p.m. EST/EDT, unless otherwise designated.
  - ii) The MPSC also permits applicants to hire court reporting firms to provide court reporting services, consistent with the requirements of the State of Michigan court reporting contract. An applicant is a party seeking approval, authority, a certificate of authority or of public convenience and necessity or other certificate, license, permit or exemption or other relief from the Commission. An applicant making contractual arrangements with court reporting firms:
    - (1) Assumes full responsibility for payment of services including costs for travel, meals, lodging, and Commission copies of transcripts.
    - (2) Must notify the MPSC at least 10 calendar days prior to the initial scheduled hearing date, of its intent to hire.
    - (3) Must submit a letter of concurrence among applicants to the MPSC when joint applicants hire Court Reporters.
    - (4) The Commission retains all designated authorities and requires that Court Reporting Services meet its requirements and needs.
  - iii) Prior to the hearing, the Court Reporter must follow established check in procedures with the Executive Secretary Section.
  - iv) All hearings will be held at the MPSC’s office, 7109 W. Saginaw, Lansing, Michigan, unless otherwise designated by the MPSC. Multiple hearings may be held simultaneously.
  - v) The Contractor must participate in the Michigan Public Service Commission’s Electronic Filing program by filing certified transcripts to the Commission Website. To electronically file transcripts with the MPSC, the Court Reporter must:
    - (1) Submit transcripts electronically in Portable Document Format (PDF) within x-calendar days;
    - (2) Have access to Internet connection and browser;
    - (3) Secure a User name and password from the MPSC;
    - (4) Submit a paper transcript and two copies of each transcript and a phrase and key word index with each transcript;
    - (5) Submit electronic transcripts with a signed certification page, mirroring exactly the paper transcript, submitted in PDF file on the electronic location identified and required by the Commission;
    - (6) File electronic transcripts and paper transcripts simultaneously;
    - (7) Preserve the stenographic notes or tapes of hearings for a period of 5 years from the date a hearing concludes;
    - (8) Follow the format prescribed by the State Court Administrative Office as published in the Court Reporters Manual;
    - (9) Provide real-time court reporting service capabilities upon the request of MPSC.
- c) State Fire Safety Board: The LARA, State Fire Safety Board, hears a wide variety of appeals to administrative decisions made by the Bureau of Fire Services. The State Fire Safety Board is mandated to hold hearings in accordance with the Michigan Fire Prevention Code 1941 PA 207, as amended and/or various federal regulations.
- d) Michigan Liquor Control Commission: The mission of the LARA, Liquor Control Commission, Hearings and Appeals Unit, is to protect the health, safety and welfare of the citizens of the State of Michigan by providing a mechanism for law enforcement agencies to fulfill their duties of enforcing the rules and regulations of the Michigan Liquor Control Code, and to ensure that licensees and applicants for licensure are afforded due process in responding to any alleged violations or denials for licensure.
  - i) The Michigan Liquor Control Commission (MLCC) is comprised of two Hearing Commissioners and three Administrative Commissioners. Hearing Commissioners, and occasional contracted Administrative Law Judges, hold statewide violation hearings, show cause hearings and semi-annual public hearings. Administrative Commissioners

hold penalty hearings, appeal hearings of violation matters, as well as appeal hearings on licensing matters. These appeal hearings are held at the Southfield and Lansing offices of the MLCC.

- ii) Hearings are held in accordance with the Michigan Liquor Control Code, Michigan Administrative Code, Administrative Procedures Act and the Michigan Rules of Evidence.
  - iii) The MLCC will provide the Contractor with a monthly schedule and send out hearing dockets on a weekly basis which will provide pertinent data, i.e., licensee's name, address, complaint number, date, time and location of hearing. One docket may hold anywhere from six to fifteen complaints and a copy of each complaint is attached to the docket, outlining the charge(s) and any subpoenaed witnesses and attorney information.
  - iv) The Contractor must ensure that the Court Reporter collects subpoenas from witnesses listed on the Complaint; obtain witness' correct address and round-trip mileage and submit to Michigan Liquor Control Commission, along with a copy of the docket sheet, outlining the outcome of each hearing. (Specific details are outlined in weekly mailing of docket letter from MLCC to Contractor.)
- e) Bureau of Construction Codes: The LARA, Bureau of Construction Codes (BCC), Barrier Free Design Board can grant exceptions from Michigan's barrier free code requirements. Action taken by the board can be appealed to circuit court. Hearing reporter services are needed to comply with accommodation requests from board members, and transcription services may be needed to comply with the requirements of the court.
- i) The Contractor must provide Court Reporting services as required and be present at board meetings.
  - ii) The Court Reporter must be present ½ hour before the meeting is scheduled to commence and be ready to proceed at the direction of the bureau facilitator.
  - iii) Meetings will typically be held at the BCC offices, 2501 Woodlake Circle, Conference Room 3, Okemos, Michigan 48864. Alternate locations may be scheduled in the Lansing area.
- f) Michigan Office of Administrative Hearings and Rules (MOAHR): The MOAHR is staffed by over 100 Administrative Law Judges (ALJs) who preside over primary and remanded administrative law hearings for 30 various State bureaus/agencies. MOAHR has approximately 55 permanent hearings rooms. In addition, as required, MOAHR ALJs travel to numerous non-permanent locations around the State to conduct hearings.
- i) The ALJs conduct these hearings under a variety of legal requirements, including, but not limited to, the Code of Federal Regulations, the Michigan Administrative Procedures Act, the Michigan Employment Securities Act, and other federal and state acts covering a variety of issues, including, but not limited to, social welfare, public health, mental health, agriculture, education, building construction & codes, insurance, state retirement system, transportation and highways, MIOSHA, mobile homes, licensing & regulation of occupational codes, public service, securities, wage & hour, employment relations.
  - ii) In most cases, permanent hearing rooms are equipped with either video or audio recording equipment. However, where permanent hearing rooms are not used, MOAHR requires the use of in-person or "live body Court Reporters" for recording purposes. Additionally, MOAHR has Memorandums of Understandings which require the use of live Court Reporters.
  - iii) The primary MOAHR hearing locations are as follows:
    - (1) 611 W. Ottawa, 2<sup>nd</sup> Floor, Lansing
    - (2) Cadillac Place, 3026 W. Grand Blvd., Suite 2-700, Detroit
    - (3) Cadillac Place, 3038 W. Grand Blvd., Suite 7-450, Detroit
    - (4) 2942 Fuller N.E., Grand Rapids
    - (5) 411 E. Genesee, Saginaw
    - (6) 3333 Cass Road, Traverse City
    - (7) Cadillac Place, 3038 W. Grand Blvd., Ste 3-700, Detroit
  - iv) Intermittent hearings may be scheduled at various sites located in every Michigan County.
- g) MOAHR – Education: Teacher Tenure Hearings, Property Transfer Hearings, Teacher Certification Revocation Hearings, Special Education Hearing, and Child and Adult Food Care Program Hearings should be recorded and transcribed in accordance with the applicable statutes and administrative rules.
- i) Typed, verbatim transcripts must be available for all hearings, and must include a word index.
  - ii) Audio recordings must be available for all Special Education Hearings.
  - iii) The cost of Tenure Hearing transcripts is shared between the Teachers' Tenure Commission and the controlling board of education. The Commission is billed for ½ the cost and the controlling board is billed for ½ the cost.

- iv) The cost of Special Education transcripts is shared between the Michigan Department of Education/Special Education and the school district. The Michigan Department of Education/Special Education is billed for 25% of the cost and the school district is billed for 75% of the cost."
- h) Finance and Administrative Services – Utility Consumer Participation Board: The Utility Consumer Participation Board exists within the Bureau of Finance and Administrative Services.
  - i) The court reporter attends the scheduled meetings throughout the year, typically consisting of at least 7 meetings a year, enduring from 3 to 5 hours.
  - ii) The court reporter records the meetings and prepares a transcript for the board.
  - iii) All meetings are scheduled during normal business hours and the majority of them are scheduled for 12:30 p.m.
- i) General Contractor Responsibilities for all LARA Bureaus:
  - i) Reporting and Transcriptions; the Court Reporter must:
    - (1) Transcribe the record of hearings recorded by the Court Reporter and certify said transcript.
    - (2) A verbatim transcript of each hearing must be completed as follows:
      - (a) Normal copy requires delivery within 10 calendar days of the hearing date.
      - (b) Expedited copy requires delivery within the dates as stipulated in the price sheet.
      - (c) Daily copy requires delivery by 8:30 a.m. the next business day of the hearing date.
      - (d) Real-time requires online delivery during the hearing.
      - (e) Certified paper copies and CDs must be provided as normal, expedited or daily based on the Commission's request.
    - (3) The original and one copy of the transcript (double spaced, 8 ½ X 11" typewritten page with 10 pitch type (12 pitch type for State Boundary Commission and Internal Audit & Monitoring), 25 lines per page) must be prepared. The original and one copy must be provided directly to the State and/or Bureau requesting services.
    - (4) The State and/or Bureau may order additional transcripts in which case the transcripts must be available within five calendar days.
    - (5) Preserve the stenographic notes or tapes of hearing for a period of five years from the date a hearing is concluded.
    - (6) Provide the State and/or Bureau with invoices for services rendered, to be paid only upon receipt of transcript.
    - (7) Provide a phrase and key word index with each transcript.
    - (8) Provide transcripts in Portable Document Format (PDF).
  - ii) Project Control: The Contractor must adhere to all requirements under the direction and control of the State and/or Bureau requesting services.

- 3) Additional Agency Requirements; MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.
- a) Background/Problem Statement: The Michigan Department of Agriculture and Rural Development (MDARD) is responsible for holding contested case hearings, negotiated settlement hearings and public hearings on an as needed basis. The number of hearings may vary based on department needs.
  - b) Contested Case Hearing: These hearings are held when either proposed license sanctions or proposed fines are levied against licensees from the food, dairy, grain dealer, pesticide, fertilizer, gasoline retail dealer, and animal care occupations. Hearings result in a Proposal for Decision written by Hearing Officer and submitted to the Director for issuance of Final Orders, which result in licensing sanctions or assessment of fines.
  - c) Negotiated Settlement Hearing: The Agricultural Marketing and Bargaining Act requires an association representing growers of fruit and vegetables to negotiate price and terms of sale for fruit grown by members of that representative organization. If negotiations reach an impasse, a binding arbitration hearing is held. This hearing is conducted by a contract hearing officer. The ruling to set the price of the particular fruit is limited to the best last offers of the parties.
  - d) Public Hearing: These hearings are held to obtain public input for a variety of acts and administrative rules. This would include proposed new rules and changes to existing rules.
  - e) Reporting and Transcripts: The Contractor must:
    - i) Transcribe the record of the hearing recorded by the Court Reporter and certify the transcript.
    - ii) Provide the MDARD with an invoice for services rendered, to be paid upon receipt of transcripts.

- f) Project Control:
    - i) The Contractor must carry out each assignment under the direction and control of the MDARD.
    - ii) In case of the need to cancel a hearing, the agency will notify the Contractor 24 hours prior to the hearing, if possible.
- 4) Additional Agency Requirements; MICHIGAN DEPARTMENT OF ATTORNEY GENERAL (AG):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.
- a) Services will be required in all regions listed on Schedule C.
  - b) Per Page Rates:
    - i) Ten-day delivery time from date of deposition (ten day shall be considered standard).
    - ii) Five day delivery time from date of deposition
    - iii) Three day delivery time from date of deposition
    - iv) One day delivery time from date of deposition
  - c) Forms of transcript required:
    - i) Typed paper text, certified sealed original
    - ii) Typed paper text, copy
    - iii) Typed paper text, condensed-four pages per sheet
    - iv) Video-tape – VHS ready
    - v) DVD (Microsoft Windows Media Player compatible)
    - vi) Email
    - vii) USB-drive/memory stick
    - viii) Digital Photo of Deposed Upon Request
    - ix) Real-Time Transcription (with first draft available within 24 hours from date of deposition)
    - x) Exhibits (capable of electronic transmission)
  - d) Format of transcript required:
    - i) Rich-Text format (at a minimum)
    - ii) Microsoft Word format
    - iii) .PTX format
  - e) Background/Problem Statement: The primary mission and function of the Michigan Department of Attorney General (hereafter referred to as the Department) is to represent the various departments of the State by defending them in lawsuits filed against them and/or filing lawsuits on their behalf. The need for depositions to be conducted with resultant accurate and true transcript of proceedings is required for discovery purposes to enable the Department to prepare for the legal case.
    - i) Scheduled depositions will be initiated by various divisions of the Department in various specialized areas at a time convenient to the counsel and all parties. This need will often result in multiple depositions being taken on the same day at multiple locations throughout the State. Scheduled depositions shall be taken in a variety of settings including at state agency locations, attorney offices, medical institutions, prisons as well as other locations.
    - ii) The subject of scheduled depositions will vary based on a multitude of lawsuits and diverse areas of law and shall include but not be limited to, medical, employment, environmental, utility, tort, contract claims, information technology and criminal issues. The resultant transcript, in any and all forms as specified in the final Contract, must be an accurate and complete verbatim transcript. A sealed, certified original transcript of these discovery proceedings is required for the courts, in the event the case proceeds to trial.
  - f) Contractor Responsibilities:
    - i) Depositions scheduled by the Department may be held statewide. Multiple depositions may be held simultaneously.
    - ii) The Contractor may invoice the Department for any approved expedited delivery expense (when one or three day delivery is requested), with submission of receipt.
    - iii) The Contractor and their employees must comply with all provisions of any legislative changes or state and federal court rules enacted or adopted during the term of the resulting Contract. In addition, the Contractor must guarantee that each Court Reporter is certified by the State of Michigan as CER, CSR, or CSMR pursuant to Michigan Court Rule 8.108(G).

- g) Reporting and Transcriptions:
  - i) The Contractor must provide a sealed original and one copy of a transcript to the Department within 10 calendar days from the date of deposition, unless expedited or overnight service is requested at the time of the deposition.
  - ii) Expedited transcripts must be provided within either a one, three, or five day time period from the date of deposition, with all options to be a condition of the resulting Contract.
  - iii) Provide a "Mini-Script" or four pages of original text condensed to one page, upon request of the Department.
  - iv) Have the capability to provide Rich-Text format and Microsoft Word format documents by email, DVD or USB-drive/memory stick format.
  - v) Have the capability to provide a videotaping of the complete deposition in DVD format, with the option of the complete written text of the transcript as well.
  - vi) Have the capability to provide Real-Time Transcription with first draft available to customer within 24 hours of date of deposition.
  - vii) Have the capability to provide a digital photograph of the deposed upon request of the Department.
  - viii) Have the ability to provide translation services (including hearing impaired, sight impaired and language barrier) and shall make full arrangements upon request of the Department.
  - ix) Department must be billed hourly according to the terms and conditions of the resulting Contract, by the Contractor and must not be billed separately by the translator.
  - x) Provide a phrase and key word index with each transcript.
  - xi) Confirm by telephone, 24 hours prior to the scheduled deposition to confirm their attendance at the scheduled deposition.
  - xii) The Department will pay Contractor's actual expedited and/or overnight delivery charges, with submission of actual receipt, when these services are requested and approved by the Department.

**5) Additional Agency Requirements; MICHIGAN DEPARTMENT OF STATE BUREAU OF ELECTIONS (MDOS):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background/Problem Statement/Objectives: The Board of State Canvassers oversees the canvassing of nominating and qualifying petitions filed by candidates who seek federal and state offices which typically include the Governor, U.S. Senator, U.S. Representative in Congress, State Senator, State Representative, Judge of the Court of Appeals, Judge of the Circuit Court, Judge of the District Court, Judge of Probate (multi-county Probate Districts only). The Board of State Canvassers, a four-member appointed by the Governor, must approve the form of initiative petitions, referendum petitions and "new political party" petitions. They also canvass initiative petitions, referendum petitions and "new political party" petitions. They are responsible for resolving challenges filed against nominating petitions, qualifying petitions, initiative petitions, referendum petitions and 'new political party' petitions. The Board assigns ballot designations, approve voting equipment for use in the State, approve the language used to present statewide proposals on the ballot, and certify the result of elections held statewide and in districts that cross county boundaries.
- b) Responsibilities:
  - i) The Contractor must provide Court Reporting Services and provide transcripts for every Board of State Canvassers meeting scheduled.
  - ii) The Court Reporter must be present ½ hour before scheduled time of meeting and be ready to proceed at the director of the Chair of the Board of State Canvassers. The Board of State Canvassers meetings are held in Lansing.
  - iii) The Contractor must provide Court Reporters who possess demonstrated ability to:
    - (1) Have a Court Reporter available when a priority Board meeting must be scheduled. The Contractor should have enough Court Reporters that if an 'emergency' meeting were to occur, the Contractor is able to send a Court Reporter in short amount of notice.
    - (2) Be able to transcribe within a short amount of turn-around. Often there is a court hearing and transcripts are needed the following day of the Board meeting.
- c) General Requirements:
  - i) All files, tapes, recordings and transcripts will be made available to the public as they are public information.
  - ii) The Contractor must provide the following after each Board of State Canvassers meeting:

- (1) An original and two copies of paper transcript to the Bureau of Elections.
- (2) Transcripts via e-mail format. (MDOS also prefers to obtain electronic files from Contractor website via log-in access).
- (3) Contractor must submit a bill to the Bureau of Elections upon delivery of original paper copy.

**6) Additional Agency Requirements; Michigan Gaming Control Board (MGCB):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background/Problem Statement:
  - i) The Michigan Gaming Control Board (MGCB) is legally required to hold at least one public meeting each quarter of the fiscal year. Generally, MGCB conducts these meetings on a bi-monthly basis. In addition, special meetings may be called by the chairperson or any two Board members.
  - ii) Also, when necessary, MGCB may conduct hearings for the purpose of investigating an applicant, an application, a licensee, or a third party to gather information regarding eligibility and suitability for licensure, alleged violations of the act or these rules, or other Board action under the act or these rules.
- b) Contractor Responsibilities:
  - i) The court reporter must provide MGCB with the original and one copy of the transcript including a phrase and key word index with each transcript within 10 calendar days of a scheduled event unless expedited or overnight service is requested at the time of the event.
  - ii) Expedited transcripts must be provided within either a one, three, or five day time period from the date of the event.
- c) Project Control: The Contractor must carry out each assignment under the direction and control of the MGCB.

**7) Additional Agency Requirements; MICHIGAN Department of HEALTH AND HUMAN SERVICES (DHHS):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background/Problem Statement: The Michigan Department Health and Human Services (DHHS) is involved in various litigation matters. In an effort to provide legal representation, Court Reporting Services are to be provided in the discovery process for cases in which DHHS is involved. DHHS, Central Office staff will utilize the Court Reporting Services on a routine basis. DHHS also has approximately six hospital and centers that may utilize Court-Reporting Services as needed during the duration of the resulting Contract.
- b) Responsibilities:
  - i) The Contractor must provide Court-Reporting Services as required and be present at hearings.
  - ii) The Court Reporter must be present ½ hour before the hearing is scheduled to commence and be ready to proceed.
  - iii) Hearings will be held at various locations statewide. Multiple hearings may be held simultaneously.
  - iv) DHHS will, in the case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing, if possible.
- c) Project Control: The Contractor must carry out each assignment under the direction and control of DHHS.

**8) Additional Agency Requirements; DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, (DTMB) OFFICE OF RETIREMENT SERVICES:** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background / Problem Statement: The Office of Retirement Services (ORS) is responsible for the overall administration and regulation of several retirement systems created by Michigan statutes. Those systems are: Public School Employees Retirement System, State Employees' Retirement System, State Police Retirement System, and Judges Retirement System. ORS staff makes decisions on a variety of issues including disability retirement, service credit, retirement effective dates, wage definitions, refunds, beneficiary designations, and option elections. The decisions may be contrary to the



wishes of the member or retiree. Under the Administrative Procedures Act (1969 PA 306), these decisions can be appealed to the appropriate body.

b) Responsibilities:

- i) All hearings will be held in a venue chosen by ORS.
- ii) The Court Reporter must transcribe the record of hearings recorded by the Contractor and certify said transcript.
  - (1) A verbatim transcript of each hearing must be completed within 10 calendar days from the day of hearing.
  - (2) The original and one copy of the transcript (double spaced, 8 ½ X 11" typewritten pages with 10 pitch type, 25 lines per page) must be prepared. The original and one copy must be provided directly to ORS.
  - (3) ORS may order additional transcripts, in which case the transcripts must be available within 10 workdays.
  - (4) Provide a phrase and key word index with each transcript
- iii) The Contractor must preserve the stenographic notes or tapes of hearing for a period of 12 months from the date a hearing is concluded.
- iv) The Contractor must provide ORS with a signed invoice for services rendered, and will be paid only upon receipt of transcript.
- v) The ORS will, in case of the necessity of a cancellation of hearing, notify the Contractor at least 24 hours prior to the hearing, when possible.

c) Project Control: The Contractor must carry out each assignment under the direction and control of ORS.

**9) Additional Agency Requirements; MICHIGAN CIVIL SERVICE COMMISSION, CIVIL SERVICE Hearings OFFICE (MCSF CSHO) :** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) Background/Problem Statement: The major functions of the Civil Service Hearings Office (CSHO) are to impartially hear and decide unfair labor practice charges, grievance appeals, and other labor relations disputes; impartially mediate contract disputes; and conduct certification election proceedings. Transcripts are needed for Hearing Officers to issue decisions. The Employment Relations Board (ERB) also uses the transcripts in the appellate process. Other offices within the Civil Service Commission may rarely request a Court Reporter for hearings before the Ethics Board, the Impasse Panel, or the Coordinated Compensation Panel.
  - i) Hearings can continue past the usual working day and into the evening. Hearings may include a conference telephone call or video conference.
  - ii) In most hearings, the hearing officer accepts briefs from the parties. The parties must have the transcript soon after the hearing is conducted to promptly prepare briefs. The CSHO therefore normally requires that transcripts be received within 10 calendar days from the request date. If a hearing lasts several days, the time to produce a transcript would remain limited even though there may be numerous days of hearing to transcribe.
  - iii) Additionally, hearing officers travel statewide. Each hearing officer is responsible for his or her own hearing schedule. Thus, there may be two or possibly more hearings held simultaneously at different locations in the State.
  - iv) The transcript must be an accurate and complete verbatim transcript. Disputed questions of fact may be resolved by the hearing officer based on the transcript. The hearing officer and parties rely on the transcript to accurately and completely reflect what was said by witnesses during hearings. Further, a verbatim transcript is necessary for the courts when cases are appealed.
- b) Responsibilities:
  - i) The Contractor must provide Court-Reporting Services as required and be present at hearings.
  - ii) The Court Reporter must be present ½ hour before the hearing is scheduled to start and be ready to proceed at the direction of the hearing officer, or must provide a fully qualified substitute.
  - iii) Cases are held statewide. Various locations may be used such as correctional facilities, state offices, and our main office at the Capitol Commons Center, 400 S. Pine Street in Lansing, Michigan 48913. Most hearings will be conducted at this office. Multiple hearings may be held simultaneously.
- c) Reporting and Transcriptions: The Contractor must:
  - i) Upon 30 days' notice of scheduled hearings (or occasionally less notice for continuation of hearings or expedited hearings), provide the services of Court Reporters for up to 3 hearings in one day. Most hearings will be scheduled

during normal working hours (9:00 a.m. – 5:00 p.m. EST/EDT). Rare cases may require scheduling beyond the normal 5:00 p.m. depending on the circumstances of the case.

- ii) Transcribe the record of hearings recorded and certify said transcript.
  - iii) A verbatim transcript of the hearing must be completed within 10 calendar days.
  - iv) The original transcript must be double spaced on 8-1/2 x 11" page with 10-pitch type and 25 lines per page. The original must be provided to the CSHO, it will then be sent to the appropriate office within the agency requesting the transcript. The agency's address is: Civil Service Commission, Hearings Office, Capitol Commons Center, P.O. Box 30002, Lansing, Michigan 48913.
  - v) An electronic copy of the transcript, including at minimum a Portable Document Format (PDF) version, must be made available in a password-protected online repository or emailed to the CSHO at [MCSC-Hearings@michigan.gov](mailto:MCSC-Hearings@michigan.gov) when the original transcript is produced.
  - vi) The agency must be billed at the rate specified in the Contract. If either or both parties order the transcript, they must be billed at the same rate that the agency would have been billed. A second copy will be billed at a lower rate.
  - vii) The agency may order a transcript on an expedited basis, in which case the transcript must be available within three workdays.
  - viii) Preserve the stenographic notes or tapes of hearings for a period of five years from the date a hearing ends.
  - ix) Provide the Agency an invoice for services rendered, to be paid only upon receipt of transcript.
  - x) Provide a phrase and keyword index with a transcript, upon request.
  - xi) For any transcripts delivered late, the Contractor will be paid half it's per page transcription rate. If transcripts are habitually late, the State may cancel the services provided by the Contractor and procure services elsewhere.
- d) The Agency will, in case of the necessity of a cancellation of hearing, notify the Contractor by 5:00 p.m. the previous day of a scheduled hearing.
- e) Project Control: The Contractor will carry out each assignment under the direction and control of the Michigan Civil Service Commission.

**10) Additional Agency Requirements; MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC) :** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.

- a) **Security:** The Contractor will be subject to the following security procedures:
- i) No active police warrants or pending charges on any staff assigned to this contract, including subcontractors.
  - ii) MDOC reserves the right to approve, decline, or remove Contractor staff from providing services on this Contract.
  - iii) Contractor staff that provide direct services to offenders (prisoner, parolee, probationer), handle or may have access to offender records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.
  - iv) The completed LEIN Information Form must be sent to the [MDOC-PMCD-FOA-LEINS@michigan.gov](mailto:MDOC-PMCD-FOA-LEINS@michigan.gov) and approved by MDOC prior to Contract staff working with MDOC offenders. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.
  - v) Contractor must perform background checks on subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
  - vi) Contractor staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.
  - vii) The Contractor and subcontractor must verify and document whether a staff member assigned to the Contract is related to or acquainted with an offender receiving services under this Contract. For staff who are related to or acquainted with an offender, the Contractor's staff member must complete the Offender Contact Exception Request (CAJ-202) as provided by the MDOC and submit it to the MDOC Program Manager or designee. The Contractor must ensure its staff complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor must maintain a copy of the form in the employee's personnel file for auditing purposes.

- b) **Prisoner Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601:** The Contractor must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the MDOC Program Manager and Contract Monitor.
  - c) **Vendor Handbook:** Contractor and subcontractor staff that provide direct services to offenders, handle or may have access to offender records, or provides supervisory services to staff performing these functions, must read and sign the MDOC Vendor Handbook (Attachment X) as directed by the MDOC. As deemed necessary, the MDOC Program Manager will provide the Contractor with a copy of the applicable Vendor Handbook via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor and subcontractor must comply with all documentation provided.
  - d) **MDOC Training:** In accordance with MDOC instruction, Contractor staff and subcontractor staff, who provide direct services to offenders under this Contract, shall participate in MDOC provided training. The Contractor staff and Subcontractor staff shall complete training before receiving an independent work assignment. Exceptions may be made for transfers or employees with prior work experience at similar positions.
- 11) Additional Agency Requirements; MICHIGAN DEPARTMENT OF ENVIRONMENT GREAT LAKES AND ENERGY (EGLE):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.
- 12) Additional Agency Requirements; Labor and Economic Opportunity (LEO)**
- a) **Workers' Compensation Bureau, Board of Magistrates:** The LARA, Workers' Compensation Bureau, Board of Magistrates hears contested workers' compensation cases. The Board of Magistrates are appointed by the Governor to decide contested worker compensation cases in accordance with the Workers' Disability Compensation Act of 1969 and its rules.
    - i) Several Workers' Compensation courtrooms have digital recording systems. The systems record voice and save it on the server. The Contractor has permission to pull from the server as requested for transcription.
  - b) **Bureau of Employment Relations (BER):** In addition to the requirements listed in Section 1, the Contractor must provide Court Reporting Services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the individual Agency Statements of Work listed below. For each individual Agency Statement of Work the Contractor must also acknowledge and indicate compliance in the Contractor Response box provided.
  - c) BER hearings and Act 312 Arbitration hearings are not always held on site. Since 65% of these hearings are held in various locations around the State (municipal buildings, attorney's offices, schools, etc.) no address is readily available until the parties agree on a location. The remaining 35% of hearings are held in Detroit or Lansing. Tri-county area Court Reporters (Oakland, Macomb, Wayne and/or Livingston) should expect to travel.
  - d) All BER, Act 312 hearings must be transcribed according to statute 2012 PA 371 and 1961 PA 236.
  - e) Transcript requirements:
    - i) One paper transcript in condensed format along with a CD containing both a condensed and full-sized transcript mailed to the attention of M. Greenough at the Detroit BER office.
    - ii) Transcript format is to be in compliance with the State Court Administrative Office as published in their Manual for Court Reporters and Recorders to be used by the State Court of Appeals.
- 13) Service Level Agreement (SLA):** Contractor must comply with all service requirements (levels) outlined in this CONTRACT (both general requirements and agency-specific requirements) and the schedule of credits as provided in Schedule D.
- 14) Staffing:**
- a) Key Personnel:

- i) The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 48 hours.
- ii) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- iii) The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform.
  - (1) Lori Anne Penn, 40835 Woodside Dr., Clinton Twp., MI 48038. Will do all reporting, billing, and scheduling.
  - (2) Lisa Gracin, Macomb, MI, will be assisting with billing and recordkeeping.

b) Contractor Representative:

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

<b>Contractor Representative’s Name:</b>	Lori Anne Penn
<b>Title:</b>	Court Reporter
<b>Telephone Number:</b>	(586) 567-8015
<b>Fax Number:</b>	N/A
<b>Email Address:</b>	<a href="mailto:Lori.penn@yahoo.com">Lori.penn@yahoo.com</a>
<b>City and state of physical location</b>	Clinton Twp., MI 48038

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

c) Customer Service Telephone Number: The Contractor must specify its telephone number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 a.m. to 5:00 p.m. EST/EDT on all calendar days. Returning phone calls must be made within four hours.

(586) 567-8015

d) Contractor Staff, Roles, and Responsibilities:

- i) The Contractor must provide Court Reporters who possess a demonstrated ability to:
  - (1) Utilize skills needed to perform satisfactorily at all proceedings
  - (2) Transcribe rapidly and to prepare clear and accurate transcripts of hearings as needed.
  - (3) Provide assistance in clerical services for the ALJ as needed in the context of the hearing.
- ii) The Contractor must guarantee that each Court Reporter:
  - (1) Is a State Certified Electronic Recorder (CER), Certified Stenographic Reporter (CSR), or Certified Stenomask Reporter (CSMR).
  - (2) Has the necessary equipment to provide complete and accurate services required.
  - (3) Has a minimum of five years experience as a Court Reporter.

e) Disclosure of Subcontractors: If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

Legal Business Name of Subcontractor	Address	Telephone Number	Description of Past and/or Current Relationship of Subcontractor to the Contractor	# of Years of Relationship Between Contractor and Sub	Complete Description of Contract Activities that will be Performed by Subcontractor on the Resulting Contract	% of Work Intended to be Fulfilled by Subcontractor on the Resulting Contract
Marie T. Schroeder	4140 Mallard Ct., Commerce Twp., MI 48382	248-910-5138	I was a subcontractor for Metro Court Reporters, Inc.	38 Year s	Court Reporting Services / Transcript Preparation	20-40%
Erin Stillman	31220 Berryhill St., Farmington Hills, MI 48331	248-788-3948	Erin was also a subcontractor for Metro Court Reporters, Inc.	15 Year s	Court Reporting Services / Transcript Preparation	5-15%
Ripka Boroski & Associates	717 S. Grand Traverse, Suite 2 Flint, MI 48501	800-542-4531	The firm (Ripka) has also acted as a subcontractor for Metro Court Reporters, Inc. I have subcontracted for Ripka occasionally.	5 Year s	Court Reporting Services / Transcript Preparation	0-10%

**15) Project Management:** The Contractor must carry out this project under the direction and control of the requesting agency, in cooperation with DTMB Central Procurement Services (CPS). DTMB CPS will serve as the primary liaison with the Contractor, the State agency's coordinator(s) may meet periodically with the Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving any problems which may arise.

**16) Meetings:** The Contractor must attend a kick-off meeting upon commencement of the Contract and annual business review meetings as requested by the Contract Administrator or Agency Program Managers.

**17) Pricing:**

- a) Price Term: Pricing is firm for the entire length of the Contract.
- b) Price Changes: Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- c) Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- d) The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

**18) Ordering Authorizing Document:** The appropriate authorizing document for the Contract will be a delivery order, referencing the Master Agreement ("MA" – the Contract #).

**19) Invoice and Payment**

- a) Invoice Requirements: All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime and holiday pay will not be paid.
- b) Payment Methods: The State will make payment for Contract Activities via EFT (or, if approved by the Chief Procurement Officer, P-card).

# STATE OF MICHIGAN

## Court Reporting Services

### SCHEDULE B PRICING

<b>Court Reporting Services</b>					
<b>Item</b>	<b>Description</b>	<b>Region 1 Unit Price</b>	<b>Region 2 Unit Price</b>	<b>Region 3 Unit Price</b>	<b>Region 4 Unit Price</b>
1	<b>Full-Day Appearance for Hearings</b> <i>(provide a unit price per full-day during normal business hours)</i>	\$250.00	\$300.00 Plus hotel, mileage, and misc. travel expenses	\$300.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
2	<b>Half-Day Appearance for Hearings</b> <i>(provide a unit price per half-day during normal business hours)</i>	\$175.00	\$225.00 Plus hotel, mileage, and misc. travel expenses	\$225.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
3	<b>Per-Hour Appearance for Hearings</b> <i>(provide a per-hour unit price during normal business hours)</i>	\$40.00 (after 5:00 p.m.)	\$60.00 (after 5:00 p.m.)	\$60.00 (after 5:00 p.m.)	Not Included in Service
4	<b>Full-Day Appearance for Hearings</b> <i>(provide a unit price per full-day during <u>non-normal</u> business hours)</i>	\$300.00	\$500.00 Plus hotel, mileage, and misc. travel expenses	\$500.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
5	<b>Half-Day Appearance for Hearings</b> <i>(provide a unit price per half-day during <u>non-normal</u> business hours)</i>	\$175.00	\$225.00 Plus hotel, mileage, and misc. travel expenses	\$225.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
6	<b>Per-Hour Appearance for Hearings</b> <i>(provide a per-hour unit price during <u>non-normal</u> business hours)</i>	\$60.00	\$80.00 Plus hotel, mileage, and misc. travel expenses	\$80.00 Plus hotel, mileage, and misc. travel expenses	Not Included in Service
7	<b>Per-Hour Rate for Deposition</b> <i>(during normal business hours)</i>	\$40.00 – with transcript order/\$100 minimum on Time only, no transcript	\$60.00 – with transcript order/\$300.00 minimum on time only, no transcript	\$60.00 – with transcript order/\$300.00 minimum on time only, no transcript	Not Included in Service

8	<b>Rates for Deposition, Per Hour Appearance</b> <i>(during <u>non-normal</u> business hours)</i>	\$60.00 with transcript order/\$100 minimum on Time only, no transcript	\$80.00 with transcript order/\$300.00 minimum on time only, no transcript	\$80.00 with transcript order/\$300.00 minimum on time only, no transcript	Not Included in Service
<b>Court Reporters Providing Transcription Services</b>					
Item	Description	Region 1 Unit Price	Region 2 Unit Price	Region 3 Unit Price	Region 4 Unit Price
9	USB drive or CD with transcription in Word format for previously billed prepared transcript, <i>per USB/CD</i>	\$25.00	\$25.00	\$25.00	Not Included in Service
10	Email transcript in Word format for previously billed prepared transcript, <i>per each</i>	\$25.00	\$25.00	\$25.00	Not Included in Service
11	Original + 1 (within 10 business days), <i>per page</i>	\$3.75	\$3.75	\$3.75	Not Included in Service
12	Additional copies for the above item (11), <i>per page</i>	\$1.25 – to the same party.	\$1.25 – to the same party.	\$1.25 – to the same party.	Not Included in Service
13	E-Transcripts in PTX format for the above item (11), <i>per each</i>	\$25.00	\$25.00	\$25.00	Not Included in Service
14	Electronic filing in pdf format for the above item (11), <i>per each</i>	\$1.00 per page/\$75.00 minimum in addition to paper transcript	\$1.00 per page/\$75.00 minimum in addition to paper transcript	\$1.00 per page/\$75.00 minimum in addition to paper transcript	Not Included in Service
15	Expedited original +1 (within 5 business days), <i>per page</i>	\$5.75	\$5.75	\$5.75	Not Included in Service
16	Additional copies for the above item (15), <i>per page</i>	\$1.25 – to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
17	Expedited original +1 (within 3 business days), <i>per page</i>	\$6.50	\$6.50	\$6.50	Not Included in Service
18	Additional copies for the above item (17), <i>per page</i>	\$1.25 - to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
19	Expedited original +1 (within 1 business days), <i>per page</i>	\$7.50	\$10.00	\$10.00	Not Included in Service
20	Additional copies for the above item (19), <i>per page</i>	\$1.25 – to the same party	\$1.25 – to the same party	\$1.25 – to the same party	Not Included in Service
21	Real Time (same day) Original +1, <i>per page</i>	\$10.00	\$15.00	\$15.00	Not Included in Service

22	<b>Copying of Exhibits (Pre-filed testimony), per page</b>	\$1.25	\$1.25	\$1.25	Not Included in Service
23	<b>Condensed Transcript (Mini-script) within 10 business days, per each</b>	\$25.00 – in addition to per page transcript	\$25.00 – in addition to per page transcript	\$25.00 – in addition to per page transcript	Not Included in Service

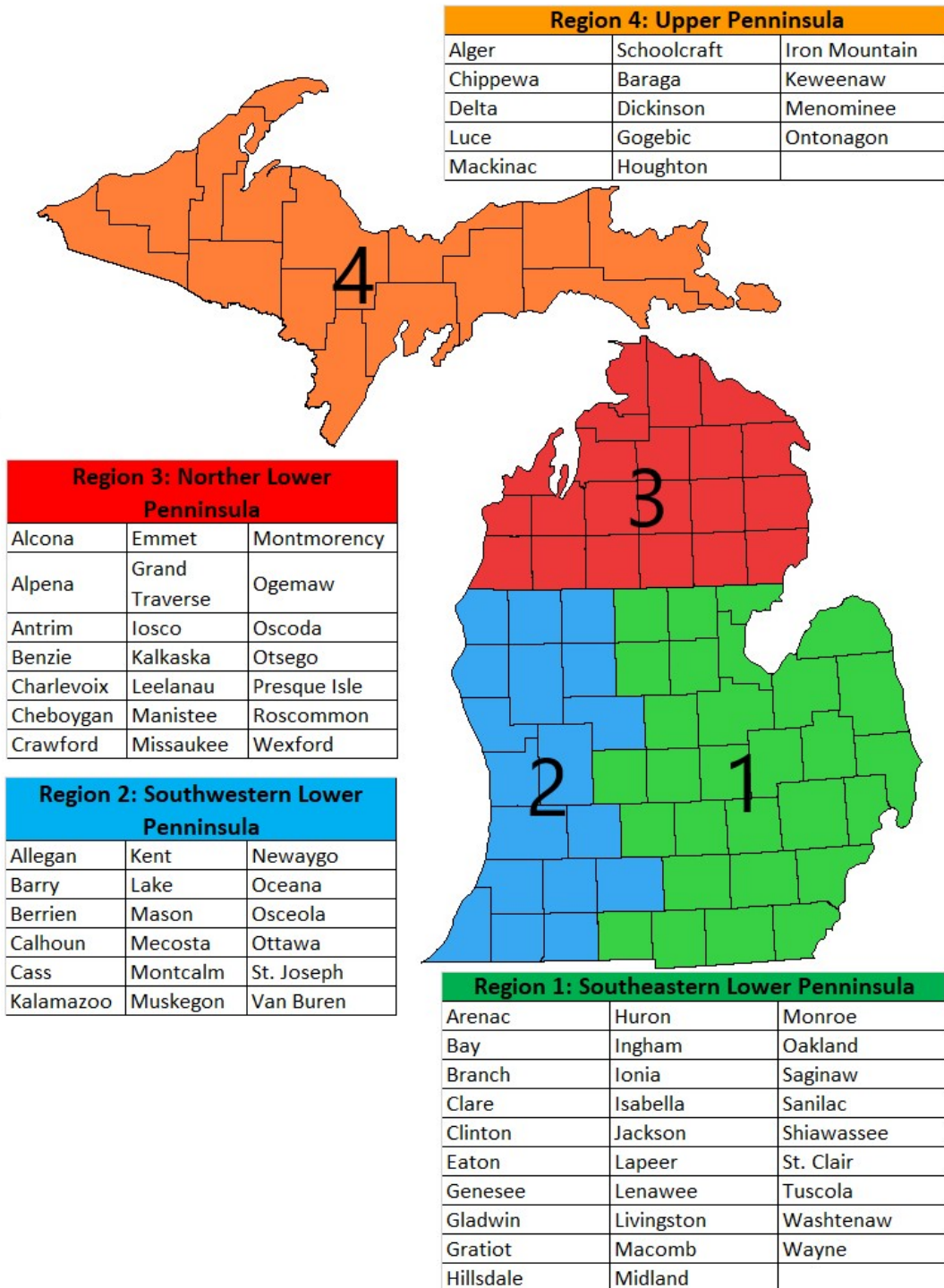
Pricing on this schedule generally reflects attendance at the locations of hearings and production of paper transcripts. For the duration of video conferencing, the attendance fee, even though working from home, will still apply. The O&1 page rate, whether provided as paper or in an electronic format, will apply.

Regarding work in Regions 2 and 3, if the hearing arises due to a request from Region 1, i.e., MPSC Public Hearings, MERC Arbitration Hearings, the rates quoted in Regions 2 and 3 will apply.



# STATE OF MICHIGAN

## Schedule C: Regional Map



# STATE OF MICHIGAN

## Schedule D: Service Level Agreement Credits

<b>Contract #:</b> 200000001263
<b>Effective Date:</b> 10/1/2020
<b>Metric 1: Provision of, and Timeliness of Court Reporting Services</b>
<b>Acceptable Standard:</b>
The Contractor must provide the guaranteed number of in-person (“live body”) at the location(s) and the time(s) requested, either in writing by email, with as little as 24 hours’ notice. Hearings are scheduled during normal working hours (8:00 a.m. – 5:00 p.m. EST/EDT), and potentially on weekends and during non-normal working hours and must be present a half-hour (30 minutes) before the hearing is scheduled to commence and be ready to proceed at the direction of the State or agency, in accordance with Schedule A: Statement of Work, Requirements, General Requirements, 1.a-b, or as specified by an Agency-specific requirement in this CONTRACT.
<b>Data Source:</b>
Reports from the Agency representative responsible for supervision over this service. The representatives will maintain a record of time and attendance.
<b>Methodology:</b>
The requesting Agency will review the sign-in sheets and/or other registration artifacts maintained by the requesting Agency representative to confirm the time and date a Court Reporter reported to and departed from a worksite work, against the dates on submitted invoices to determine if time and attendance has been provided in accordance with an Agency-specific requirement in this CONTRACT.
<b>Credit for Failing to Meet Service Level Agreement</b>
A credit of \$100.00 will be assessed for each instance a Court Reporter is late or does not show for a scheduled hearing as noted in the Acceptable Standard section above. For any credit that is assessed, the current payable due to the Contractor will be reduced, or a subsequent invoice will be reduced by \$100.00 per instance.
Extenuating circumstances will be reviewed by the Agency-specific Contract Manager before any service credits are assessed.

<b>Metric 2: Delivery of Transcripts</b>
<b>Acceptable Standard:</b>
The Contractor must provide the original copy of the transcript (double spaced, 8 ½ X 11” typewritten page with size 10 font type and at least one electronic (.pdf) copy, including a word index, to the requesting Agency within 10 calendar days of the conclusion of a hearing, per Schedule A: Statement of Work, Requirements, General Requirements, 1.h, or as specified in an Agency’s specific requirements within this CONTRACT.
<b>Data Source:</b>
Time/date stamped correspondence (e.g. email delivery of .pdf files and date-stamped delivery of mail/parcel delivery) and format of files, as received by the requesting Agency, or as specified by an Agency-specific requirement in this CONTRACT.
<b>Methodology:</b>

The requesting Agency representatives will compare the time/date stamps and format of transcripts received to that of the date when a hearing has concluded.

**Credit for Failing to Meet Service Level Agreement**

A credit of \$100.00 will be assessed for each instance a Contractor fails to meet the service level as noted in the Acceptable Standard section above. For any credit that is assessed, the current payable due to the Contractor will be reduced, or a subsequent invoice will be reduced by \$100.00 per instance.

Extenuating circumstances will be reviewed by the Agency-specific Contract Manager before any service credits are assessed.