



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number MA21000000651

CONTRACTOR	Geo-Comm, Inc.
	601 W. Germain St.
	St. Cloud MN 56301
	Heather Hoskins
	320-240-0040
	hhoskins@geo-comm.com
	VS0184518

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
		Holmesm3@Michigan.gov	
	Contract Administrator	Jeremy Lyon	
		517-230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY				
NG911 GIS Addressing				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2021	March 31, 2024	5 - 12 Months	March 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$704,172.00	\$21,013.00	\$725,185.00		

DESCRIPTION

Effective 9/12/2024, this change is to update deliverables for GIS Consulting services to develop an addressing guide for the state of Michigan. This will include guidance on how to assign Geographic Information Systems addressing for multi-tenant structures and future GIS 3D building renderings. This guideline document is needed to improve the data quality of addressing statewide for more data interoperability across systems both within state government and through local government departments as well, this will be adding \$21,013.00 to cover these updates.

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



Addressing Best Practices & Standards Development Services

Proposal for State of Michigan Department of Technology,
Management & Budget
August 22, 2024

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1

Scope of Work

Project Approach

GeoComm proposes to work with the State of Michigan Department of Technology, Management & Budget (DTMB) to develop statewide addressing standards and best practices for adoption. The standards and best practices will be developed with consultation and input from state and local GIS stakeholders and based on GeoComm's knowledge of GIS standards, industry standards for Public Safety, and implementation of standards and best practices in other states.

GeoComm will collaborate closely with the DTMB throughout the project to ensure deliverables are completed on time. GeoComm's proposal and pricing for these services is to complete the work remotely with no on-site travel. If the DTMB requests, travel may be opted for and is priced as an option. Working together, the following project phases will be completed, resulting in a final, adopted statewide addressing standards and best practices policy:

- Phase One: Project Initiation
- Phase Two: Draft State of Michigan Addressing Standards and Best Practices Document
- Phase Three: Final State of Michigan Addressing Standards and Best Practices Document Delivery

Throughout the project, to facilitate discussion and solicit input from the state and local stakeholders, regular conference calls or web meetings will be held between the State project leaders, the GIS stakeholder group, and GeoComm. The project approach includes a series of up to six (6) web-based working sessions over the course of the Standards and Best Practices Standard development. The web-based working sessions will provide an opportunity for the GIS stakeholders and GeoComm to review, refine, and consider every aspect of the Standards and Best Practices document.

After the project initiation meeting and each of the web-based working sessions with the GIS stakeholder group, GeoComm will provide the state project leaders and local stakeholder group with the most recent working draft of the State of Michigan Addressing Standards and Best Practices document. It is expected that the GIS stakeholder chairperson and the State-designated Project Manager will review and identify issues, questions, or deficiencies in writing to GeoComm. GeoComm will incorporate the suggestions and questions into the working draft and provide an updated draft back to the State and stakeholders within five (5) business days.

In addition to web-based meetings with the GIS stakeholder group, GeoComm will hold weekly project status calls with the State-designated project manager. In addition to discussing the project status, GeoComm will work with the project manager to define deliverable acceptance criteria.

After each meeting, GeoComm will provide the State-designated project manager with a status meeting summary outlining:

- Work completed
- Work outstanding
- Issues
- Questions

GeoComm will send the summary to the State-designated project manager via email no later than the following business day.

Project Initiation

Project Preplanning Teleconference

GeoComm's project manager will conduct a project preplanning meeting conference call with State-designated project manager to discuss the scope of the project, request resources, and identify project stakeholders. This information is essential to GeoComm in planning for web-based working meetings, as well as a timely and successful project completion. During the web-based preplanning meeting, GeoComm and the State-designated project manager will formalize the committee's project initiation meeting and web-based meeting schedules and agendas.

Project Initiation Meeting

During the Project Initiation meeting, the GeoComm Project Manager will present our specific approach to the project and the project schedule. Once the State's goals and processes have been outlined, the GeoComm project manager will facilitate a working session to begin outlining possible sections and content for the standards and best practices. GeoComm will work with the GIS stakeholder group and the State-designated project manager during the meeting to review resources which will influence the Standard. Resources and workflows to consider include:

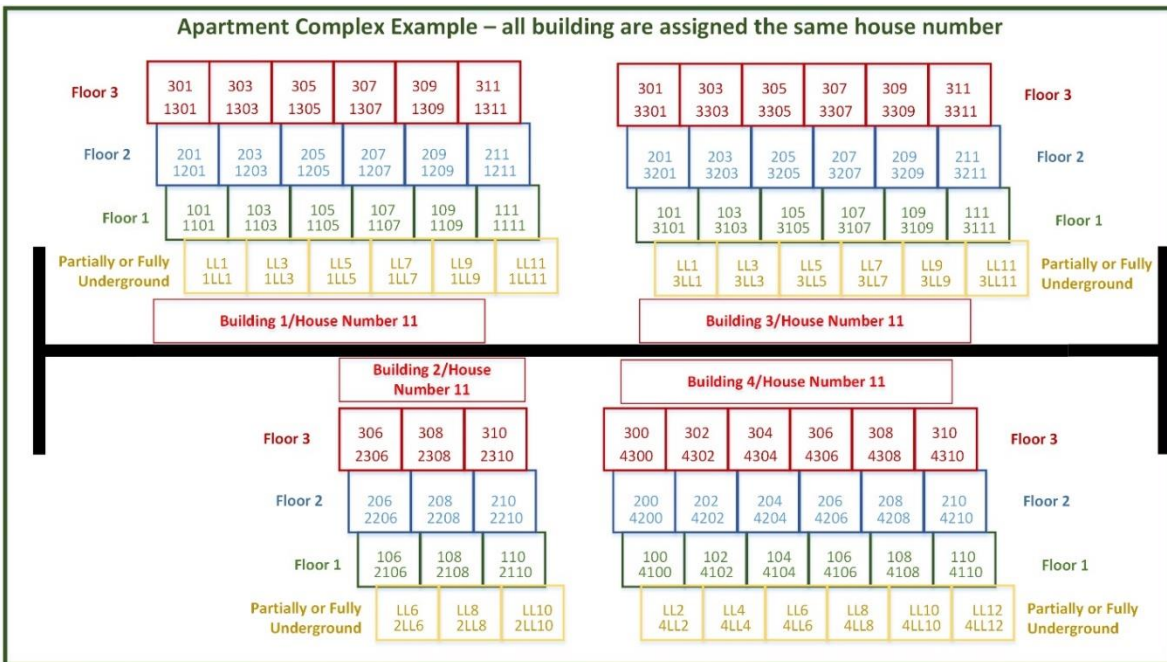
- Emergency Call Routing Function/Location Validation Function (ECRF/LVF) system requirements
- National Emergency Number Association (NENA) standards
- Federal Geographic Data Committee (FGDC) standards
- Software data requirements

Topics for Discussion & Documentation

While GeoComm works with the GIS stakeholder group and the State-designated project manager, these additional topics will be discussed to address any areas of concern:

- **Address Number Prefix and Suffix:** The NENA data model covers address prefix and suffixes. GeoComm will ensure that examples and standards for MI will be included in the final document created.
- **Alias Tables:** While NENA may change the alias name table standard, GeoComm will develop the MI standard based on the current NENA standard with the understanding that the schedule adjustments may be needed in the future. GeoComm notes that it is beneficial for guidance to be provided on the initial development.
- **Data Model Work Group Presence:** In regards to the current data model, GeoComm will plan to have our Product Manager of GIS Services attend virtually during one of the sessions to provide an overview as our Product Manager is a Co-Chair of the NENA Workgroup.
- **CLDXF Field Values:** GeoComm will include examples of CLDXF field values for street names and the modifies in the final document created.
- **Date Fields:** Date fields such as date updated, effective date, and expiry date will be discussed during the sessions and added to the final document.
- **Addressing Scenarios:** Discussions and recommendations will be provided during the web meetings regarding addressing scenarios such as the following:
 - How to place the points, roads, and values such as unit numbers
 - Mobile home parks
 - Multi-tenant structures
 - Vacant parcels with an address in some counties
 - Roundabouts
 - Cul de sacs
 - Road Centerlines that are boundary roads for a county
 - Road Centerlines sharing a state boundary
 - How ESN fit into the datasets
 - How to apply zip codes and postal communities to the data
 - How to develop a landmark layer for the State
 - Outline of data model fields and outline of minimum requirements for field values
 - Guidelines for 3D buildings
 - Sub-Addressing information
 - Provisioning File
 - Forest Guide
 - LIS/LVF Expectations: GeoComm expects the State would take lead in this implementations effort at the state level

Examples of what GeoComm has completed for other states and counties in regard to the topics above is provided below:



Draft State of Michigan Addressing Standards and Best Practices

An authoritative GIS data model serves as the foundation for a GIS data standard. Its purpose is to clearly outline the feature datasets, feature classes, and domains specific to the needs of the data. GeoComm will assist GIS stakeholders in developing the working draft Addressing Standards and Best Practices. The standards define a common data model and minimum accuracy benchmarks which should be attained before local data is integrated into a statewide Address Point Layer.

Deliverable One

Upon completion of the tasks outlined above, GeoComm will deliver the Draft State of Michigan Addressing Standards and Best Practices document. It will be delivered in electronic format to the State-designated project manager and the GIS stakeholder group chairperson within five (5) business days of receipt of the stakeholder group's final input into the working draft of the deliverable. The document will be concise, comprehensive, and written to be comprehensible by all audiences, both with and without subject matter expertise.

Final Draft/Revisions of State of Michigan Addressing Standards and Best Practices document

The GIS stakeholder group will review Deliverable One within 10 business days upon receiving the Final Draft/Revisions of State of Michigan Addressing Standards and Best Practices. After acceptance by the State-designated project manager, the Final Draft, with any requested changes, will be returned to GeoComm for completion. GeoComm will incorporate closing feedback and recommendations and finalize the document.

Deliverable Two

Within five (5) business days of receiving final feedback, GeoComm will electronically deliver the finalized document to the State-designated project manager. The electronic document will be concise, comprehensive, and written to be comprehensible by all audiences, both with and without subject matter expertise.

Customer Responsibilities

We believe our clients play a critical role in the overall project success. While GeoComm will lead the project efforts, we will work in close partnership with the State of Michigan and local GIS stakeholders. The State's project participation will be key in developing a set of authoritative data standards as well as meeting overall project goals. It will be necessary for the State to provide the following support, including assumptions and constraints:

- Provide a single point of contact who will be available for communication throughout the project
- Provide pertinent project information, documentation, and resources
- It is assumed the State will assist in coordinating and attend periodic conference calls and web meetings
- It is assumed that participants have adequate Internet and phone access to participate in web meetings
- It is assumed the GIS stakeholder group, along with a State-designated project manager and invited members, will participate in meetings and provide input as stakeholders to the project
- It is understood that stakeholders will have time constraints and not all stakeholders will be able to attend all meetings

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Pricing

Prices are valid for a period of 90 days.

*Total does not include sales tax. Applicable taxes will be determined upon contract signing.
DTMB is responsible for paying all sales taxes.*

Addressing and Best Practices Standard

Description	Total Price
One-Time Pricing	
Project Management Services: Phase One, Project Initiation	\$3,362
Project Management Services: Phase Two, Draft State of MI Addressing Standard and Best Practices Document	\$12,007
Project Management Services: Phase Three, Final State of Michigan Addressing Standards and Best Practices Document Delivery	\$5,644
Total:	\$21,013



**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 21000000651

CONTRACTOR	Geo-Comm, Inc.
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	VS0184518

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
	Holmesm3@Michigan.gov		
	Contract Administrator	Sean Regan	DTMB
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CONTRACT SUMMARY				
NG911 GIS ADDRESSING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2021	March 31, 2024	5 - 1 Year	March 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	3 Years	<input type="checkbox"/>		March 31, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$704,172.00	\$0.00	\$704,172.00		
DESCRIPTION				
Effective 3/27/2024, this Contract is exercising the first 3 option years. The revised expiration date is 3/31/2027.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 210000000651

CONTRACTOR	Geo-Comm, Inc.
	601 W. Germain St.
	St. Cloud, MN 56301
	Heather Hoskins
	320-240-0040
	hhoskins@geo-comm.com
	VS0184518

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
		Holmesm3@Michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY

NG911 GIS ADDRESSING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2021	March 31, 2024	5 - 1 Year	March 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$537,181.00	\$166,991.00	\$704,172.00		

DESCRIPTION

Effective September 1, 2021, this Contract is increased by \$166,991.00 for GIS Data Analysis, SSAP to RCL Services & MSAG Synchronization Services, per the following statement of work.

The definition in section 27. State Data is also being revised to the following: "Ownership. The State's data ("State Data," which will be treated by Contractor as Confidential Information) includes: (a) all data collected, used, processed, stored, or generated as the result of the Contract Activities expressly including, without limitation, data provided by or collected from the State and/or by/from any and all local units of government;..."

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



**State of Michigan NG911 GIS Services
Request for Proposal No. 210000000542**

GIS Professional Services Expansion

May 26, 2021

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GIS Services Pricing

GIS Services Pricing Summary

Service	Cost
GIS Data Analysis Service	\$45,765
SSAP to RCL Full Synchronization Services	\$79,083
MSAG Synchronization Services Assistance	\$42,143
Total	\$166,991

GIS Data Analysis and Synchronization Services Pricing Detail

County	GIS Data Analysis Service	SSAP to RCL Full Synchronization Services Cost	MSAG Synchronization Services Assistance Cost
Alpena	\$1,695	\$3,272	\$2,479
Charlevoix	\$1,695	\$3,272	\$2,479
Delta	\$1,695	\$4,363	\$2,479
Eaton	\$1,695	\$6,545	\$2,479
Genesee	\$1,695	\$8,181	\$2,479
Gratiot	\$1,695	\$4,363	\$2,479
Hillsdale	\$1,695	\$4,363	\$2,479
Houghton	\$1,695	\$4,363	\$2,479
Keweenaw	\$1,695	\$2,182	\$2,479
Leelanau	\$1,695	\$3,272	\$2,479
Mason-Ocean-Newaygo	\$1,695	\$6,545	\$2,479
Midland	\$1,695	\$4,363	\$2,479
Monroe	\$1,695	\$6,545	\$2,479
Montmorency	\$1,695	\$2,182	\$2,479
Muskegon	\$1,695	\$6,545	\$2,479
Presque Isle	\$1,695	\$2,182	\$2,479
Saginaw	\$1,695	\$6,545	\$2,479
Total	\$28,815	\$79,083	\$42,143

SSAP to RCL Full Synchronization Services Costs are based on the services pricing proposed by GeoComm in the RFP cost proposal for the thirteen (13) counties requiring the development of a site structure address point layer (SSAP). For this reason, all counties listed above will undergo GIS data analysis for GeoComm to determine what synchronization errors exist.

The GIS Data Analysis and MSAG Synchronization Services Assistance costs are based on the hourly rates proposed by GeoComm in the RFP cost proposal.

GIS Data Analysis Services Pricing

County	GIS Data Analysis Service
Bay	\$1,695
City of Ann Arbor	\$1,695
City of Detroit	\$1,695
Grand Traverse	\$1,695
Jackson	\$1,695
Kalamazoo	\$1,695
Lenawee	\$1,695
Macomb	\$1,695
Oakland	\$1,695
Wayne (Excluding Downriver)	\$1,695
Total	\$16,950

GIS Services Description

GIS Data Analysis Services Description

A GIS data analysis will be completed to identify the gaps and discrepancies in and between the GIS data and MSAG and ALI databases. The analysis includes reviewing the quality of GIS data layers individually and their synchronization level with the MSAG and ALI databases. The results and lists of errors will be compiled into a digital report. A conference call will be scheduled to review the report and answer questions. The report will identify:

- Incorrect, incomplete, and inconsistent data and databases
- Discrepancies between data and databases
- Topology/Connectivity issues
- Road centerlines line direction issues
- Duplicate addresses

SSAP to RCL Full Synchronization Services Description

Road Centerlines Layer: Attribute Updates for ALI synchronization

GeoComm will update the road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road layer update processes include:

- Road Name Updates – road name attributes will be updated to correspond to road names in the ALI database.
- Road Range Updates - road range attributes will be updated to accommodate ALI records.
- Legacy Field Attribution - legacy fields in the GIS data will be attributed to match ALI record information.

However, if it is the ALI record address which requires modification, GeoComm will identify these and work with CenturyLink to make ALI record updates.

Road Centerlines Layer: Street Connectivity Updates

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer update processes include street connectivity updates. Road centerlines will be broken and snapped to create topological accuracy for proper address location. Road centerlines will be broken at emergency service boundary layers, available community boundaries (including county, municipal, postal, and zip code boundaries), PSAP and provisioning boundaries, and true intersections with other road centerlines. Corresponding boundary updates will be made to emergency service and incorporated municipality boundaries which run alongside road centerlines to ensure coincident lines with corresponding road centerlines.

Road Centerlines Layer: Address Range Updates

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer update processes include validating or correcting the following address range issues:

- Overlapping address ranges
- Invalid high address range is less than the low address range
- Invalid odd/even address ranges in both the from and to fields

Site/Structure Address Point Layer: Attribute Synchronization with Road Centerlines and Boundary Layers

GeoComm will update the existing Site/Structure Address Point layer based on inconsistencies noted during the analysis and provided resources. If there are discrepancies between approved project resources, GeoComm will work with you for verification.

GeoComm will update the existing Site/Structure Address Point layer to ensure attributes are synchronized with road centerlines and boundary layers, points fall in the correct PSAP boundary, and are spatially placed along the correct centerline segment where possible.

MSAG Synchronization Services Assistance Description

GeoComm will provide MSAG Synchronization Services Assistance for each County. GeoComm will hold a conference call with each County to discuss and strategize on the steps needed to synchronize and update their MSAG. Counties will be responsible for executing the specific MSAG updates and working with their ALI provider to ensure MSAG updates are reflected in the ALI database. GeoComm will not perform MSAG updates as part of this service. GeoComm feels this process will be highly beneficial to the agencies as not all identified MSAG discrepancies should result in changes to the 911 service provider MSAG. Some discrepancies may be related to the GIS data and/or boundary issues.

Customer Responsibilities

It is requested that each county provide the following support and resources:

- Assist in coordinating and attending periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality assurance tasks
- Provide a single point of contact available for communication throughout the project
- Review preliminary emergency boundary maps and provide input on updates needed
- Review final synchronization results and provide any needed GIS data updates back to GeoComm within a 30-day timeframe
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<https://geo-comm.com/gis-data-submission/>).
- Existing GIS data in Esri format including map projection information
- Current copies of your MSAG in Microsoft Excel format
- Digital or hard copy resources depicting road centerlines and boundary updates



STATE OF MICHIGAN PROCUREMENT

525 W. Allegan, Lansing, MI 48933
 P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 210000000651
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Geo-Comm, Inc.
	601 W. St. Germain St.
	St. Cloud, MN 56301
	Attn: Heather Hoskins
	320-240-0040
	hhoskins@geo-comm.com
	VS0184518

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
	Holmesm3@michigan.gov		
	Contract Administrator	Sean Regan	DTMB
517-243-8459			
regans@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: NG911 GIS Addressing			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/1/2021	3/31/2024	5, 1 year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$537,181.00

CONTRACT NO. 210000000651

FOR THE CONTRACTOR:

Geo-Comm, Inc.

Company Name

Authorized Agent Signature

Heather Hoskins

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD TERMS AND CONDITIONS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and GeoComm (“**Contractor**”). This Contract is effective on April 1, 2021 (“**Effective Date**”), and unless terminated, expires on March 31, 2024.

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

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 twenty (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 five (5) business days

if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

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

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

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

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

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

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

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

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

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

7. **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.

8. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
9. **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.
10. **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.
11. **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.

12. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
13. **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 19, 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 after the dispute resolution process is followed. 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.

14. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
15. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
16. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
17. **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.

18. **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.

- 19. 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.

- 20. 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 21, 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.

- 21. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 22. 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.

23. **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.
24. **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.
25. **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.
26. **Reserved.**
27. **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 27** 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.

28. 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. However, the Contractor's legal ability to destroy State's data may be restricted by its retention and disposal schedule, in which case, State's Confidential Information will be destroyed after the retention periods expires.

29. 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.

30. **Reserved.**

31. **Reserved.**

32. **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.

33. **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 19, Termination for Cause.

34. **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.
35. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
36. **Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
37. **State Printing.** All printing in Michigan must be performed by a business that meets *one* of the following: (a) have authorized use of the Allied Printing Trades Council union label in the locality in which the printing services will be performed; (b) have on file with the Michigan Secretary of State, a sworn statement indicating that employees producing the printing are receiving prevailing wages and are working under conditions prevalent in the locality in which the printing services will be performed; or (c) have a collective bargaining agreement in effect and the employees are represented by an operations that is not influenced or controlled by management.
38. **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.
39. **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.
40. **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.
41. **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.

42. **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.
43. **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.
44. **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.
45. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
46. **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:
47. **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.
48. **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.
49. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
50. **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.

51. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A - STATEMENT OF WORK

1. DEFINITIONS

The following terms have the meanings set forth below.

Term	Definition
GIS	Geographic Information Systems
NENA	National Emergency Number Association
DTMB	State of Michigan Department of Technology, Management and Budget
NG911	Next Generation 911
TAC	NG911 Grant Technical Advisory Committee

2. BACKGROUND

In 2012, Michigan implemented a statewide 911 GIS repository to aggregate road centerlines and PSAP boundary updates on a statewide level. The State has received participation from 95% of the counties/PSAPs in the state for the uploading of local authoritative GIS data to the repository. It is critical for geo-routing NG911 calls that all counties and PSAPs are participating in the repository and providing regular updates to the system. With the NENA GIS Standards now requiring site/structure address points for NG911, it is requested that GIS address points also be uploaded by counties and PSAPs into the repository.

In 2018, the State of Michigan applied for a grant through the 911 Grant Program funded through the National Telecommunications and Information Administrations (NTIA) and the National Highway Traffic Safety Administration (NHTSA).

With support and input from the 911 community in Michigan, the NG911 grant was awarded on Friday, August 9, 2019. The grant award is administered through the Michigan State Police, 911 Administrative Office, which is housed in the Field Support Bureau of the Michigan State Police. The grant request consists of three projects, which are:

- Call Processing Equipment (CPE) for PSAPs in need of NG911 CPE
- Update the code in the 911 GIS Repository
- Statewide Address Points Gap Fill for the updated GIS Repository

To assist with programming, proper use, and equitable sub-granting of the grant funds, a NG911 Grant Technical Advisory Committee (TAC) has been formed. The NG911 Grant TAC will function as the primary TAC to the grant administrator. The TAC will provide administrative and technical oversight of the funding received through the 911 Grant Program.

PURPOSE

For the address point gap fill portion of the grant, the State is seeking a to complete rooftop based addressing for the counties that currently do not have site/structure address points. The State has conducted surveys and data assessments in 2020 to help determine which areas are to be prioritized for the gap fill with the available funding. The gap-fill would be performed using multiple data sources that would be made available. These would include:

- Statewide aerial imagery
- Rooftop centroid points generated from building footprints (no attributes)
- Tax parcels with addresses where they are available
- Geocoded addresses from various sources

The deliverables would be site/structure address points for geographic areas identified by the State as gap-fill areas, primarily county-based geographic areas, in ESRI file geodatabase format.

The address points data schema would match the current NENA GIS Data Model 2.0 standards and the State's 911 GIS Data Repository.

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.1.1-2020_ng9-1-.pdf

At minimum, the following information should be captured within the address point feature class.

- House (address) number and any associated prefix or suffix
- Street name with at minimum any pre-directional, street-type, and post-directional
- Municipality name
- Zip code
- County
- Suite, Building Name, Apt #, if information is available from existing source information

Contractor will flag any structures that do not have an address or where the address is questionable. These records will be provided in a discrepancy report that will be sent to the State and local jurisdiction for review. The State and/or local jurisdiction will have a pre-established timeline agreed upon between the 911 Technical Advisory Committee and the Contractor to review the discrepancies. During this review the State and/or local jurisdiction would provide feedback back for the Contractor to update the data before final deliverable. If there are records that remain as discrepancies, those will be flagged in the feature class attributes for future review by the State and/or local jurisdiction beyond the end of the grant timeline.

The number of counties and estimated structure points that will be part of this gap-fill project will be provided to the selected Contractor to provide estimated costs for completion. The number of structure points to be completed will depend on the cost and what can be completed for the fixed budget. At this point, via the surveys and assessment, the estimated gap fill needed is approximately 13 counties totaling about 480,000 structure points.

The contractor will also need to participate in any outreach and coordination activities that are needed to outline project timeline, project steps, source data needed, with participating counties. These outreach activities would be conducted as conference calls and/or web meetings.

Optional Services

Other, optional, services that could be requested through the duration of this contract are:

- Development of Statewide Addressing Standards – Development of a document that outlines standards, guidelines, and best practices for all jurisdictions across the State. Examples of standardization would be methods for digitizing road centerlines in specific scenarios, addressing mobile-home parks, addressing office parks and campuses, how to best address at the apartment, suite, building, floor level in the future, etc.

-Data Development of other GIS layers or Data Maintenance of GIS Data

-Tools for maintaining addressing data – tools for GIS software to efficiently update addresses, road names, ranges, and other GIS data for 911

-GIS Consulting Services – providing consulting services, if needed, during the contract period.

These other optional services would be requested, if needed, and the Contractor would provide a scope for those services along with proposed cost. Depending on the optional services that are requested, additional software terms and conditions may need to be added.

3. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise direct by the State.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

4. Data Format

Contractor will deliver the data in the specific format below:

Current Technology	The State of Michigan uses ESRI geodatabases stored in Microsoft SQL Server databases.
Format of the input & export files	GIS data deliverables should be in ESRI file geodatabase format.

The database may be increased at the time of transition, if required by the State.

5. TRAINING SERVICES

The Contractor must outline if any training services will be provided for the State and/or local jurisdiction to review any data discrepancies and provide feedback to the Contractor.

6. DOCUMENTATION

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation, and will update any discrepancies, or errors through the life of the contract.

7. ADDITIONAL PRODUCTS AND SERVICES

Reserved.

8. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name
Address
Phone
Email

9. CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name
Address
Phone
Email

Contractor Technical Lead. Contractor resource who is responsible for leading the technical team that will perform the development of the GIS addressing deliverables including standards, testing, quality control. This person must have a sufficient knowledge and experience with developing GIS addressing data, the NENA standards including GIS Data model, and working with various data sources for address determination. This person will also coordinate technical aspects of the project with the 911 Technical Advisory Committee.

Contractor
Name
Address
Phone
Email

10. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

11. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Sean Regan

Phone: 517-243-8459 Email: ReganS@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Mark Holmes Phone: 517-241-6469 Email: holmesm3@michigan.gov

12. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:

- Conference calls and webinars as needed, to outline projects objectives to PSAPs and GIS departments around the State

13. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

14. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

Milestones/Deliverables for Implementation

The State's milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Project Kickoff	Contract Execution + 10 calendar days
Requirements and Process Validation	Validation sessions, Final Requirement Validation Document, , Final Process Document	Execution + 90 calendar days
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	Execution+150 calendar days
Post Delivery Warranty	Included in the cost of Solution.	Production + 90 calendar days
Data Support Services	Ongoing after Final Acceptance.	Ongoing

15. Service Level Agreement

Everything must be delivered by December 30th, 2021 or a 2% credit will be applied to any deliverables that are not delivered by that date, unless given exception by the State.

16. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

GeoComm's Solution

GIS Data Schema Considerations

It is understood that the State requires the GIS schema to be in alignment with NENA-STA-006.1.1-2020 Standards. GeoComm will populate Mandatory and Conditional fields as part of this effort. At minimum, the following information will be captured within the address point feature class, assuming required attributes are provided in the parcel layers as well as ancillary resources requested are provided:

- House (address) number and any associated prefix or suffix
- Street name at minimum with any pre-directional, street-type, and post-directional
- Municipality name
- Zip code
- County
- Suite, Building Name, and Apt # (if information is available from existing source data)

Project Approach

The project will be executed in the following phases:

- Phase One: Project Initiation and Work Plan/Timeline Acceptance
- Phase Two: SSAP Point Layers Development
- Phase Three: Data Acceptance and QA/QC Review Process
- Phase Four: Final Review and Acceptance

Throughout each phase, we will dedicate time to project management and ongoing communication. By partnering with GeoComm you will know the status of your project, that deliverables are being met, and have confidence your objectives are being carried through.

Phase One: Project Initiation and Work Plan/Timeline Acceptance

After receiving a signed contract, one of the first steps is to make certain the GeoComm project team has an in-depth understanding of the State's project goals. To accomplish this, our staff will hold a project initiation meeting to:

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting and kickoffs with each county
- Review applicable standards
- Confirm the GIS data schema for all deliverables

- Discuss existing resources that will be used in developing/updating the address points.
- Finalize the order in which work on the counties will be completed

GeoComm will work with the State to establish a schedule for initiating the contract, disseminating Sharefile data upload information to GIS Data Source providers/PSAPs, and the deadline to submit data. These discussions will serve to finalize a documented plan that outlines how this project will successfully be completed by or before December 30, 2021. GeoComm will track the progress of data collection from counties in an Excel matrix. Following the deadline to submit data, GeoComm will provide the State with a list of counties with incomplete data submissions. Our team will then commence work for Counties with complete resource submissions while the State works with remaining Counties to obtain all resources requested and required.

Phase Two: Site Structure Address Point Layers Development

To assist the State with filling the gaps in their address point layer for the repository, we will develop SSAP layers for each of the following counties:

- Ingham County
- Berrien County
- Shiawassee County
- Montcalm County
- Clare County
- Sanilac County
- Huron County
- Iosco County
- Ogemaw County
- Alcona County
- Arenac County
- Oscoda County
- Schoolcraft County

GeoComm will develop the SSAP layers for the listed counties based on resources provided by the Counties and the State of Michigan. If there are any discrepancies between approved project resources, GeoComm will work with each County and the State for verification.

We will use the building footprint centroid layer, provided by the State of Michigan, and the tax parcel layers containing SITUS addressing information to create a master centroid layer. The master centroid will be in the center of each building footprint. This layer will then be cleaned up to remove excess points that are not on the largest building footprint in each parcel.

GeoComm will track all updates, prior to making them, in edit tracking fields to ensure the information about modified features is tracked and available for reference.

GIS Schema Updates and Attribute Population

The GIS data schema for the newly developed SSAP layers will be aligned with NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1-2020) and requirements for the State of Michigan's 9-1-1 GIS Data Repository. At minimum, GIS layer attributes categorized as "Mandatory" and "Critical" will be populated if required resources are available for the project.

Geocoded Address and Road Synchronization

Using the geocoded addresses provided by the State, GeoComm will then compare these addresses against the new master SSAP layer for each county to find any addresses that may be missing from the master dataset. If missing addresses are found, they will be incorporated into the dataset and alignment will be verified during spatial accuracy validation.

During this step GeoComm will also run the SSAP layer against the provided Road Centerline Layer (RCL). Only errors exclusive to our *RCL No Matching Street Name* quality control check will be updated, unless further synchronization services are included in this contract. This type of error may include misspellings, improper standardization of road post-type abbreviations, missing pre and post directionals, and no matching road segment in the data.

GeoComm will provide to the State a validation report (QC Report) of the available source data provided to GeoComm for the State's and Counties' review. The QC Report will identify issues with the data based on the source data provided and can be reviewed to better understand issues with SSAP, RCL, MSAG and ALI if provided. Anytime local GIS data is being validated or improved for public safety purposes, ALI is a good reference material to be utilized for the project. If the State or county is able to provide the ALI, GeoComm will utilize the ALI within scope of the project assuming that this collection of additional data will not delay the overall project timeline that has been agreed to by both parties during project kickoff. Errors specific to the SSAPs identified during these validation checks against RCL, MSAG and ALI (if provided) will be updated by GeoComm. Any errors flagged specifically for correction within the RCL, MSAG or ALI files would only be updated by GeoComm if the optional synchronization services for data sets are selected from Table C in the pricing exhibit.

Spatial Accuracy Validation

Utilizing our established spatial accuracy validation process, GeoComm will compare the newly developed SSAPs to the provided aerial imagery, filling in any missing structures and moving points as needed to the correct structure. This may include verifying points are on the correct rural structures (residential instead of agriculture structures) or any structures that may have not been captured by the provided building footprint layer. Points not able to be verified during this process will be flagged for the County and State to review.

It is anticipated missing or new SSAPs will be uncovered as part of the spatial review process. These new features will be added and flagged for review and attribution by the County or State, except for new SSAPs which can be confidently built from provided parcel data which includes SITUS (site address) attributes. Other resources, such as those available online, may be used to help identify and determine location of pre-existing points with approval from the State.

For multi-unit structures (e.g., apartment complexes, strip malls, mobile home parks) where a point does not already exist, GeoComm will create one new point for each building with a

unique street address number (not including unit numbers), if needed. If multiple points already exist for individual units as part of the parcel layer, these points will be retained and moved on structure but will not be matched to physical unit location.

Phase Three: Data Acceptance and QA/QC Review Process

Quality control is an integral part of all our projects. Before the final GIS data deliverables are provided to the State, our GIS Specialists will complete numerous QC audits to ensure the deliverables are accurate. We have developed and implemented a structured QC program to increase the accuracy of public safety GIS data. Our QC methods are specific to the GIS data needs of the public safety industry and include:

Spatial QC Checks for SSAPs

A random sample of features from each county will be selected and reviewed for spatial accuracy. We will ensure that points are placed within the visible rooftop.

QC Audits for all SSAPs

- UniqueID is unique / Global UniqueID is unique
 - This check will verify that IDs of all features are truly unique.
- Critical fields are missing values
 - This check will review for any features with blank or null attributes considered mandatory by NENA
- Attribute Verification for values falling outside of acceptable values list
 - This review ensures pre or post directionals and post-type attributes meet NENA-standard abbreviations and/or spellings
- Site Structure Address Points found multiple times
 - This check will review the address information for complete duplicates
 - This does include unit information in the review process
- Site/Structure Address Points full address does not match concatenated parsed values
 - This check reports any features that may have different attributes in the full field with all attributes combined (e.g. Full Street, Full Address) than the individual attributes of a feature (e.g. PreDir, Road Name, PostType, PostDir)
- Low frequency
 - This check looks for fewer than three SSAP features with the same road name, ESN, and MSAG Community in the attributes
 - This assessment is intended to ensure that there are no unusual spellings that may not be correct in both the point and the road centerline
 - The number of features reported with this audit can be high, particularly in rural areas; however, they are usually exceptions

SSAPs to Road Centerlines Synchronization

- No matching street name found
 - This check compares the street name found in the address point with the street name in the road centerline. This will help to verify the spelling of street names in both road and address points.
 - This may identify missing roads that will need to be added
- No house number
 - This check will verify that all addresses have a house number associated with it
 - This will report placeholder addresses with a “0” address number as fallout
- 0 address numbers may be addresses requiring additional verification by the State or County associated with the point that will extend beyond the project at this stage

Phase Four: Final Review and Acceptance

We will partner with you to complete final review and acceptance by or before December 30, 2021.

After initial map data updates are complete and the GIS data has passed through QC, GeoComm will provide a list of remaining errors, if any, with revision recommendations for each county to review. We will meet with each county to obtain feedback before finalizing the final deliverables.

GeoComm will also provide a web map hosted through ArcGIS Online (AGOL) that will allow each County and the State to review the entire finalized layer. This review is crucial to ensuring that the data meets the expectations of all parties.

This has been a best practices approach taken on each NG9-1-1 GIS data readiness project we have worked on with our customers. In our experience, the PSAPs or Data Authorities find this to be an invaluable service as they commence with GIS data preparation for NG9-1-1 operations. Further, should a county not have the means to resolve data condition errors found within the reports, GeoComm upon request, could provide GIS data updates and/or development services to those jurisdictions requiring assistance with these tasks, for an additional fee.

After each incremental delivery has been reviewed and approved in Phase Three, GeoComm will perform the checks outlined above and report results to the State of Michigan. A project closeout meeting will be conducted to review the final results with the State and verify all tasks and deliverables have been met by no later than December 30, 2021.

Note: Any future map data layer updates can be completed through an additional map data layer update work authorization or map data maintenance contract.

Responsibilities and Deliverables

We believe our clients play a critical role in a project's success. While GeoComm will lead the project efforts, we will partner with you to ensure you have in-depth project knowledge and are kept informed about the project status and meeting project goals.

The State of Michigan Responsibilities

It is requested that the State provide the following support:

- Provide a single point of contact at the State available for communication throughout the project
- Assist in coordinating and attend periodic conference calls including participation in County conference calls as needed
- Confirm location of questionable addresses provided by GeoComm within a 30-day or an agreed upon timeframe.
- Assist in coordination with PSAPs and local GIS professionals for collection of source data required for the project
- Provide pertinent project information and documentation
- Assist in the ongoing quality control

The State is also responsible for providing the following project resources:

- Existing GIS data in Esri format including map projection information
- At minimum, this should include the following: road centerlines, incorporated municipality boundaries, county boundaries, zip code boundaries, and parcels with site address attributes
 - Layers to provide if available: Emergency Service Number (ESN) and/or Fire/Law/Medical boundaries and MSAG Community boundaries
 - These layers would assist with attribution of the address point layer
- Best available orthoimagery for each county

GeoComm Deliverables

- Project schedule
- Regular status reports and conference calls
- Upon project completion, GeoComm will provide the State of Michigan with the following for each county:
 - SSAP Layer
 - The final GIS map data layers will be delivered in Esri file geodatabase format and in the current layer's projection. The address points data schema will match the current NENA GIS Data Model 2.0 standards and the State's 911 GIS Data Repository.
 - Discrepancy report listing any remaining errors for each county, if applicable

- **Project closeout conference call with each county**

Note: Completeness and accuracy of the final GIS layers is dependent on the project resources provided by the State or local counties.

SCHEDULE A – TABLE 1 - Business Specification Worksheet

B	D
Business Specification	Contractor Requirements
Deliver GIS data in ESRI file geodatabase	As an Esri Platinum Partner, GeoComm uses Esri applications and tools for all projects. The final data developed for each of the identified counties will be delivered in Esri File Geodatabase format.
Deliver GIS 911 addressing data in accordance to National Emergency Number Association (NENA) data schema, standards, and guidelines	Data developed for this project will adhere to the NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1.1-2020).
Complete pilot project of proposed data deliverables to test schema and integration into existing State 9-1-1 Repository geodatabases (State will be responsible to load this data into the Repository once data is delivered)	GeoComm will work with the State of Michigan to identify a pilot area for the project before work begins as part of the planning phase for the project. Upon completion of the points for the identified pilot area, GeoComm will submit the State for review.
For GIS 911 addressing data development flag accuracy of data records with coding scheme of accurate, questionable, failed, or a Bidder suggested coding scheme to be able to provide discrepancy reports for review	GeoComm will set up domains within the data that standardize and simplify the question and review process for the State of Michigan. We will mutually discuss and agree upon the methodology.
Discrepancies that are flagged shall be provided in an ESRI file geodatabase format for state and/or local jurisdiction to review and provide comments	All points that require review and comment by the state or local jurisdiction can be provided in Esri file geodatabase format.
At minimum, the following information should be captured within the address point feature class.	When possible, address points will contain full address information from project resources, including municipality name, zip code, and county. Overall completeness of attributes will be dependent on resources available, resource accuracy, resource comprehensiveness and

<ul style="list-style-type: none">- House (address) number and any associated prefix or suffix- Street name with at minimum any pre-directional, street-type, and post-directional- Municipality name- Zip code- County- Suite, Building Name, Apt #, if information is available from existing source information	<p>feedback from each jurisdiction. In the State issued question response spreadsheet, it was stated that the scope does no longer requires the floor, apartment, or suite information. GeoComm will populate these attributes, if the information exists in the information provided, as-is.</p>
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SCHEDULE B – PRICING

Price proposals must include all costs for the GIS address points scope of work. Pricing for optional services (Table B, Table C and Table D) would only be requested through task orders in the future, if those services are needed. Contractor would provide a scope of work and the associated pricing to the State upon request that would be used to populate the task order and/or amendment.

Table A – Address Point Fixed-Fee Costs

Project Task	Total Price
Project Management and Outreach Coordination	\$51,788
Address Point Development	\$218,251
Discrepancy Reports, Final Updates from Feedback and Quality Control	Included
Total:	\$270,039

The above will be invoiced after each State approved the following phases:

- \$13,500 upon Completion of the Project Plan and Kickoff Meeting
- \$75,000 once initial data reports have been delivered to the State for first 4 counties
- \$75,000 once initial data reports have been delivered to the State for another 4 counties
- \$80,000 once initial data reports have been delivered to the State for final 5 counties
- \$26,539 upon final project closeout/acceptance

Table B – Hourly Rates

Staff Category (e.g. Project Manager, GIS Analyst, etc.)	Hourly Rate
GIS Specialist I	\$109
GIS Specialist II	\$149
GIS Specialist III	\$169
GIS Analyst	\$182
GIS Manager	\$196
GIS Project Manager	\$196
Senior GIS Project Manager	\$259
Notes: Hourly rates are valid for services purchased in 2021.	

Table C – Optional Services – SSAP to RCL Full Synchronization Services

Optional Service Item	Total Price
SSAP To RCL Full Synchronization Services Extra Small County (0-15,000 population)	\$2,182
SSAP To RCL Full Synchronization Services Small County (15,001-30,000 population)	\$3,272

SSAP To RCL Full Synchronization Services Medium County (30,001-100,000 population)	\$4,363
SSAP To RCL Full Synchronization Services Large County (100,001-400,000 population)	\$6,545
SSAP To RCL Full Synchronization Services Extra Large County (400,001-1,000,000)	\$8,181
Project value-added project management	TBD based on scope of services

Table C – Optional Services - SSAP to ALI Full Synchronization Services

Optional Service Item	Cost
SSAP To ALI Full Synchronization Services Extra Small County (0-15,000 population)	\$1,636
SSAP To ALI Full Synchronization Services Small County (15,001-30,000 population)	\$3,272
SSAP To ALI Full Synchronization Services Medium County (30,001-100,000 population)	\$4,909
SSAP To ALI Full Synchronization Services Large County (100,001-400,000 population)	\$6,480
SSAP To ALI Full Synchronization Services Extra Large County (400,001-1,000,000)	\$13,090
Project value-added project management	TBD based on scope of services

Table C – Optional Services - SSAP to MSAG Full Synchronization Services

Optional Service Item	Cost
SSAP To MSAG Full Synchronization Services Extra Small County (0-15,000 population)	TBD
SSAP To MSAG Full Synchronization Services Small County (15,001-30,000 population)	TBD
SSAP To MSAG Full Synchronization Services Medium County (30,001-100,000 population)	TBD
SSAP To MSAG Full Synchronization Services Large County (100,001-400,000 population)	TBD
SSAP To MSAG Full Synchronization Services Extra Large County (400,001-1,000,000)	TBD
Project value-added project management	TBD based on scope of services

Table D – Optional Solutions – Services and Software

Optional Item	Cost
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 0-50,000	\$2,587.65
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 50,001-100,000	\$3,450.62
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 100,001-250,000	\$4,313.59
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 250,001-500,000	\$5,176.55
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 500,001-750,000	\$7,765.46
GIS Data Hub for QC and Merging Tasks; One Time fee; Jurisdiction population 750,001-1,000,000	\$9,491.40
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 0-50,000	\$4,700.96
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 50,001-100,000	\$9,401.92
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 100,001-250,000	\$14,102.88
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 250,001-500,000	\$18,803.84
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 500,001-750,000	\$32,906.72
GIS Data Hub for QC and Merging Tasks; Annual Recurring fee; up to daily submissions; Jurisdiction population 750,001-1,000,000	\$42,308.63
GeoComm Contributor Non-Recurring Fee: local, regional or statewide deployment Scope of work specific pricing	TBD
GeoComm Contributor: Feedback User Annual Recurring Fee; fee per user	TBD
GeoComm Contributor: Change Request User Annual Recurring Fee; fee per user	TBD
GeoComm Contributor: Editing User Annual Recurring Fee; fee per user	TBD
GeoComm Contributor: Web GIS Services/GIS Data Hosting Annual Recurring Fee; fee per dataset hosted; Scope of work specific pricing	TBD
GeoComm Maintainer GIS Data Manager Non-Recurring Fee: Web-based training for unlimited number of users	\$1,717.00
GeoComm Maintainer MSAG Manager; Add-on to Maintainer GIS Data Manager; Non-Recurring Fee: Included for no additional charge	Included in GIS Data Manager Training
GeoComm Maintainer GIS Data Manager Annual-Recurring Term Licensing Fee (fee per user)	\$1,818.00
GeoComm Maintainer MSAG Manager Annual-Recurring Term Licensing Fee (fee per user)	\$606.00

GeoComm Submitter; companion to GIS Data Hub for GIS data submission from Esri Desktop application; Non-Recurring Fee	TBD based on scope of work
GeoComm Submitter; companion to GIS Data Hub for GIS data submission from Esri Desktop application; Annual-Recurring Fee; fee per user	TBD based on scope of work
Discrepancy Resolution; companion to Contributor or GIS Data Hub for GIS data submission from Esri Desktop application; Non-Recurring Fee	TBD based on scope of work
Discrepancy Resolution; companion to GIS Data Hub or Contributor for GIS data submission from Esri Desktop application Annual-Recurring Fee	TBD based on scope of work
GIS Data Development Services: One-time Non-recurring pricing based on scope of services	TBD based on scope of work
GIS Data Maintenance Services: Annually recurring pricing based on scope of services	TBD based on scope of work
Statewide GIS Data Assessment Project; One-time non-recurring services; scope-based;	TBD based on scope of work
Statewide GIS Data Standards Development; One-time non-recurring services; scope-based	TBD based on scope of work
Statewide GIS Educational Campaign; One-time non-recurring services; scope-based	TBD based on scope of work

Travel and Expenses

The State does not pay for overtime or travel expenses.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

1.1 **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 Permitted 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 an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

1.2 If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

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

Non-waiver. This Insurance Schedule is not intended to and is not to be construed in any manner to waive, restrict or limit the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

SCHEDULE D - Attachment 1 – Contact List

SCHEDULE H - Federal Provisions Addendum

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

1. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

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

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in

Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

4. Contract Work Hours and Safety Standards Act

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

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

5. Rights to Inventions Made Under a Contract or Agreement

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive 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

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

9. Procurement of Recovered Materials

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

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

10. Additional FEMA Contract Provisions.

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

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

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

(2) Changes.

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

(3) DHS Seal, Logo, And Flags.

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

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

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

(5) No Obligation by Federal Government.

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

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

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

Schedule H, Attachment 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, _____ 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

Name and Title of Contractor's Authorized Official

Date