



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 5
to
Contract Number MA22000000463

CONTRACTOR	THE SANBORN MAP COMPANY, INC.
	1935 Jamboree Drive, Suite 100
	Colorado Springs CO 80920
	Tom Harrington
	617-447-2488
	tharr@appgeo.com
	CV0002134

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
		Holmesm3@michigan.gov	
	Contract Administrator	Jeremy Lyon	DTMB
517-230-2858			
LyonJ5@michigan.gov			

CONTRACT SUMMARY				
GIS Consulting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 15, 2022	March 14, 2025	5 - 24 Months	March 14, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	48 Months	<input type="checkbox"/>		March 14, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,040,950.00	\$1,558,000.00	\$4,598,950.00		
DESCRIPTION				
<p>Effective 1/28/2025, we are exercising two option years, and adding funding in the amount of \$1,558,000. This will continue the work for MIHI and continue implementing the program. Please see the attached SOW for further consideration.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Central Procurement Services.</p>				

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: MIHI Broadband Strategy and Mapping Support 2025	Period of Coverage: 1/1/25-2/8/26
Requesting Department: Michigan High Speed Internet Office	Date: 1/16/25
Agency Project Manager: Eric Frederick	Phone: 517-230-8510
DTMB Project Manager:	Phone:

Brief description of services to be provided:

BACKGROUND:

Sanborn has been under contract with the State of Michigan, High Speed Internet Office (MIHI) since September of 2022 to provide Broadband Consulting Services. The existing statement of work expires on December 31, 2024, and this Statement of Work would provide an extension of these services for the Calendar Year 2025. With the continuation of the BEAD program over the next several years, Sanborn and our subcontractor Connected Nation would continue to provide Broadband consulting services to the MIHI office.

PROJECT OBJECTIVE:

Assist the MIHI office with broadband strategy and mapping support.

SCOPE OF WORK:

Sanborn proposes to continue to support MIHI through our existing tasks. These tasks include Project Management, Building and supporting an interactive Geospatial tool, Conduct Analyses for FCC Fabric and BDC Challenges, continued development of a Statewide Broadband Serviceable Address Location dataset, and Address the Asset Inventory Requirements for BEAD and DE.

All work performed under this contract, with the exception of the Broadband Navigator subscription, will be performed on an as-needed, as-directed basis. The Sanborn team will continuously work with MIHI to determine priority activities related to the broadband funding and rollout in the State of Michigan.

TASKS:

Technical support is required to assist with the following tasks:

Task 1 - Project Coordination and Communications

The project will continue to require ongoing coordination and communication across a broad range of activities required to meet FCC deadlines and MIHI objectives. Sanborn will continue to have a senior team to oversee and manage the scope of work as described in

this document; a team that can also stay engaged to provide strategic continuity and support as the federal requirements and MIHI data strategy evolve.

Management Team members include Morgen Healy, PMP, Vice President and General Manager of the AppGeo Division, and Priya Sankalia, PMP, Senior Project Manager, each having more than 20 years of experience. Morgen as Principal-in-Charge will operate at the program level, attend to contracting, subcontracting, team oversight, and assist with any issues. Priya will act as the main Point of Contact (POC) and will focus on the day-to-day management of tasks and schedule, coordination and communications, liaison to subcontractors at the Task level, and be responsible for all project reporting. It is our experience that this division of role specificity between Program-level and Task-level management helps streamline communications in a way that makes MIHI and the Chief Connectivity Officer's management of the data strategy program more efficient.

Anticipated Activities

- Establish and maintain the master project schedule and overall Program Management Plan
- Hold regular coordination meetings with the Chief Connectivity Officer and MIHI staff
- Maintain Task-level documentation, reports, plans
- Provide Status Reports and Meeting notes
- Develop additional Scopes of Work as needed to meet project objectives
- Coordinate communications, assignments, activity and schedule with partners
- Oversee and check quality of work and deliverables of Team and partners
- Ensure quality, timeliness, and utility of all deliverables

Assumptions

- MIHI will assign a primary point of contact to interact with Our Management Team
- Bi-weekly to weekly meetings may be required to match the pace of the work

Task 2 - Build an Interactive Geospatial Tool

Sanborn will continue to develop an interactive geospatial tool (Broadband Navigator™) or additional applications that provide a flexible platform for supporting the overall data strategy; a platform that can serve as a hub for presenting up to date information, that offers a way to solicit external feedback, and that can support analytical needs, planning, and decision support.

Sanborn will continue to work with MIHI to determine requirements for remaining BEAD tasks for which MIHI would like to track, deploy, and/or spatially display in a web-based platform.

Anticipated Activities

- Requirements collection and detailing through meetings with MIHI and stakeholders; Develop workflow and requirements documents as necessary
- Develop application design and an initial phased, prioritized approach to creating/launching the tool(s) that coincides with state priorities and federal program requirements.
- Deployment of priority functions through iterative and progressive build, test, document, and deploy. Sanborn will provide mockups for approval prior to building out the functionality.
- Ongoing development against functional requirements roadmap and in sync with state data strategy and need for analytics.
- Provide technical and user documentation as appropriate

Assumptions

- MIHI will be able to provide timely input to reviewing functional requirements developed by Sanborn and establishing priorities for phased deployment.
- New tools and functionality will be deployed based on priorities agreed to between MIHI and Sanborn.

Task 3 - Conduct Analyses for FCC Fabric and BDC Challenges

Sanborn successfully generated tens of thousands of challenges to the FCC Fabric and BDC data helping to secure hundreds of millions of dollars for MIHI to bring internet service to Michigan's residents. Sanborn understands that the FCC Map, including the CostQuest fabric, while improved is still far from perfect.

Sanborn will continue to work with MIHI to determine locations that are currently shown as BSL's and generate challenge documentation to submit to FCC for adjudication. Sanborn has developed updated processes to select and prioritize locations for review and challenge. This process includes an automated review along with a manual process for questionable locations to review and determine the need for submittal for a challenge.

Sanborn will support MIHI by creating and submitting these challenges on MIHI's behalf in order to reduce the number of BSL's which are showing eligible when in fact they are

not truly BSL's. This will result in a more accurate map, as well as removing these locations from the eligibility list to ensure funding is not dispersed to a location that is not actually a BSL.

If necessary, Sanborn will also support any BDC challenges that may be identified and submitted on MIHI's behalf.

Activities

- Compare existing FCC data with new versions as released
- Leverage existing data and processes to identify and submit challenge candidates for removals or additions
- Prepare a summary report of challenge data candidates, by type and priority, for review and acceptance by MIHI
- Process and format challenges into required FCC challenge process specifications
- Submit challenges on behalf of MIHI
- Upon challenge adjudication decisions by FCC, incorporate all accepted challenge data into the broadband coverage data layers for use by MIHI as the authoritative coverage data for all MIHI program analyses and decisions.
- Evaluate rejected challenge data for possible resubmission to the FCC challenge process based on additional supporting evidence or other corrections
- Additional evaluation and analysis as requested by MIHI.

Assumptions

- MIHI will work with Sanborn to review and accept or reject Sanborn's recommendations for submission for all challenges

Task 4 - Develop Statewide Broadband Serviceable Address Location Points

Sanborn is currently working on developing a statewide BSL (address location) layer for the state as part of the original scope of work. Over the last two years, the state of Michigan has been working on both updated NG911 address points as well as pulling together a statewide layer of parcels which will greatly enhance this process. Sanborn's development of the Ottawa County BSL layer should be complete by the end of October 2024 and will be used as the template to build out the remaining counties to have one seamless statewide BSL address point layer.

Anticipated Activities

- Acquire state of Michigan data layers for parcels and address points, along with any additional data the Sanborn teams deems necessary to accurately create a BSL layer
- Review of state address data by county, identifying gaps and inconsistencies that may require follow-up with the county

- Amass state parcel and appraisal data for assignment of business and residential codes to individual addresses
- Gather available building footprint data and associated with address points
- Ensuring compliance of address data with standards required for BSL and other potential uses, including 911, to maximize the ROI of the address data

Assumptions

- MIHI will assist in working with Sanborn in the acquisition of NG911 address point data and county-wide parcel data from DTMB or other available sources.

Task 5 - Address the Asset Inventory Requirements for BEAD and DE

Sanborn will use this task to continue to support the Asset Inventory Requirements for BEAD and DE. Sanborn will work to continue to build on Connected Nation's long-standing broadband data collections, analyses, and various asset inventories, as well as utilizing the data that has been collected and analyzed to date.

Sanborn will also utilize this task and associated data developed during the previous term to support MIHI's BEAD implementation. This may include analysis and support for the Final Proposal, Cost Analysis, deployment tracking, and any other general analysis that MIHI requires.

Sanborn will continue to work with MIHI to assist in the collection of asset inventories data as required.

Anticipated Activities

- Asset inventory data collection
- Support general data analysis of BEAD related data
- Provide data analysis for cost-modeling, Final Proposal, and other asset-specific data
- Support MIHI's implementation of the BEAD program

Task 6 – Broadband Navigator

Sanborn will continue to provide the Broadband Navigator TM as the broadband mapping platform. The Navigator's price will continue to cover regular support of the product along with routine system updates. The Navigator's current subscription runs through February 28, 2025. The Navigator will continue to operate under the license agreement signed on June 7, 2024.

Assumptions

- The Broadband NavigatorTM 12-month subscription will be invoiced in full at the beginning of the term (March 1, 2025)
- All terms and conditions of the Broadband Navigator License agreement (signed June 7, 2024) remain applicable to this statement of work.

Task 7 - Mischaracterized BSL Review Workflow (add-on to Broadband Navigator)

Sanborn will deploy an add-on to the Broadband Navigator to provide a workflow for reviewing and making determinations on the potential mischaracterized BSLs. This workflow will include the following:

- Ability for users to log in and view/assign flagged BSLs for review
- Ability for users to sort/filter BSLs by their scoring (i.e., likelihood of being mischaracterized as a BSL)
- View/filter reason for the scoring
- View additional data layers / data sources that will be helpful in the BSL review
- Make a determination on status of the BSL
- Following the manual review process, the Navigator will also prepare challenges to be uploaded to FCC as needed.

Assumptions

- The Mischaracterized BSL Review Workflow will be invoiced in full at the time of deployment (estimated to occur in January 2025)
- All terms and conditions of the Broadband Navigator License agreement (signed June 7, 2024) remain applicable to this statement of work.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Contract is based on on-going service delivery and does not include specific deliverable products.

ACCEPTANCE CRITERIA:

Sanborn proposes to perform the above-described scope of services for the estimated fees listed below. Monthly invoices will be submitted to MIHI based on time and material (T&M) expenses for that month. The Broadband Navigator subscription will be invoiced in full at the start of the subscription period.

Task	Description	Cost	Billing Type
1	Project Management and Coordination	\$ 120,000	T & M, Not to Exceed

2	Build an Interactive Geospatial Tool	\$ 420,000	T & M, Not to Exceed
3	Conduct analyses for FCC Fabric and BDC Challenges	\$ 200,000	T & M, Not to Exceed
4	Develop Statewide Broadband Serviceable Address Location Points	\$ 400,000	T & M, Not to Exceed
5	Address the Asset Inventory Requirements for BEAD and DE	\$ 250,000	T & M, Not to Exceed
6	Broadband Navigator Subscription (March 2025 – Feb 2026)	\$ 133,000	Firm fixed price
7	Mischaracterized BSL Review Workflow (add-on to Broadband Navigator)	\$ 35,000	Firm fixed price
	Total	\$ 1,558,000	

These services, with the exception of task 6 and 7 will be provided on a time and material (T&M) basis per the standard Schedule of Rates. Professional fees for each staff level are quoted as hourly rates.

Category	Standard Billing Rate
Principal in Charge	\$322.19
Consultant IV	\$275.44
Consultant III	\$242.31
Consultant II	\$201.96
Consultant I	\$150.97
Analyst II	\$137.34
Analyst I	\$116.28

Monthly invoices will be submitted based on actual hours incurred and all reimbursable expenses. The invoices will identify the Sanborn staff involved and the number of hours spent by task. Reimbursable travel includes expenses associated with transportation, living expenses, and long-distance communications associated with such travel. Mileage will be billed based on the current federal mileage reimbursement rate as of the day that the mileage was driven. Other reimbursable expenses include any out-of-pocket expenses generated as a result of the project,

including shipping, plotting, or other measurable direct costs. These expenses shall be billed at actual cost plus a 15% administration and processing fee. Payment will be due within 30 days of receipt of an invoice and will include a reference to the Sanborn project number and invoice number.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and materials basis except for task number 6 & 7 which are a fixed price basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Eric Frederick
Michigan High Speed Internet Office
Chief Connectivity Officer
105 West Allegan
Lansing, MI 48933
517-230-8510
Fax Number
FrederickE1@michigan.gov

The designated DTMB Project Manager is:

Name
Department
Area
Building/Floor
Address
City/State/Zip
Phone Number
Fax Number
Email Address

AGENCY RESPONSIBILITIES:

1. Assign a primary point of contact to interact with Sanborn Management Team
2. Provide timely input and review functional requirements developed by Sanborn
3. Establish priorities for phased deployment.
4. Review and accept or reject Sanborn recommendations.
5. Assist Sanborn in acquisition of NG911 address point data and county-wide data from DTMB or other sources

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at: Remote locations of their choosing.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number . This purchase order, statement of work, and the terms and conditions of Contract Number constitute the entire agreement between the State and the Contractor.



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 **4**
 to
 Contract Number **220000000463**

CONTRACTOR	THE SANBORN MAP COMPANY, INC.
	1935 Jamboree Drive, , Suite 100
	Colorado Springs, CO 80920
	Tom Harrington
	617-447-2488
	tharr@appgeo.com
	CV0002134

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
		Holmesm3@michigan.gov	
	Contract Administrator	Marisha Curtis	DTMB
		517-249-0493	
		curtism16@michigan.gov	

CONTRACT SUMMARY

GIS CONSULTING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 15, 2022	March 14, 2025	5 - 1 Year	March 14, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
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 14, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,040,950.00	\$0.00	\$3,040,950.00		

DESCRIPTION

Effective 5/1/2024, this Contract is hereby adding the following document below.

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



Broadband Navigator™

LICENSE AGREEMENT

This License Agreement ("LA") is a legal agreement between the Department of Labor & Economic Opportunity ("Customer") and The Sanborn Map Company, Inc. ("Licensor") for the use of the web-based software product known as "Broadband Navigator™" ("Software").

1. License Grant

Subject to the terms and conditions of this LA, Licensor grants Customer a non-exclusive, non-transferable license to use the Software for the purpose of web-based map visualization, data collection, and analysis in support of Customer's broadband infrastructure, deployment, and access programs. This Agreement is subject to Licensor's agreements with its data suppliers, as may be imposed or modified from time to time. Any data available to the Customer under this Agreement that is provided to Licensor by third party data suppliers is expressly conditioned on Licensor's agreements with such data suppliers. Licensor shall cease delivery of such data to Customer upon termination of the license granted by such data suppliers to Licensor to distribute such data.

2. Usage Restrictions

- Customer may not distribute, sublicense, rent, lease, or lend the Software.
- Customer may not reverse engineer, decompile, disassemble, or create derivative works based on the Software.
- Customer may not remove, alter, or obscure any proprietary notices or labels on the Software.

3. Ownership and Copyright

The Software is owned by Licensor and is protected by copyright laws and international copyright treaties. Customer acknowledges that no title or ownership rights to the Software are transferred to Customer. Customer acknowledges that the software contained in the Products constitute copyrighted, trade secret or proprietary information of substantial value to Licensor or its suppliers (collectively "Proprietary Information"). Customer shall treat Proprietary Information as proprietary and shall not divulge, nor permit any of employees or agents to divulge, any Proprietary Information to any person or entity, except as expressly permitted under this Agreement.

4. Term and Termination

This license is effective until terminated. Customer may terminate it at any time by notifying the Licensor in writing. Licensor may terminate this license if Customer breaches any of the terms and conditions. Upon termination, Customer must cease using the Software, and the Software will be no longer available for use.



5. Warranty and Support

The Software is provided "as is" without any warranty of any kind. Licensor does not warrant that the Software will be error-free or uninterrupted. Licensor is not obligated to provide any end-user support for the Software. **DISCLAIMER. LICENSOR MAKES NO WARRANTIES AS TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL LICENSOR BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.**

6. Limitation of Liability

Licensor shall not be liable for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of Customer's use or inability to use the Software.

(a) The Products provided hereunder are obtained or derived by Licensor from sources, in a manner that Licensor, using commercially reasonable resources, has reason to believe are reliable. Licensor and its suppliers shall have no liability to Customer, end users, or a third party, for errors, omissions, or malfunctions in the Products, other than the obligation of Licensor to use commercially reasonable efforts, upon receipt of notice from Customer, to correct a malfunction, error, or omission in any Products. The Licensor, at its option and expense, may either (a) replace or revise the Products, or (b) refund the purchase price paid upon receipt of the Products.

(b) Customer agrees to indemnify Licensor and its suppliers against, and hold Licensor harmless from, any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against Licensor by a third party arising out of or related to the accuracy or completeness of any Products received by the Customer, or any data, information, service, report, analysis or publication derived therefrom. The Licensor shall not be liable for any claim or demand against the Customer or end user by a third party.

(c) **The State's Limitation of Liability.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS LICENSE, 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 LICENSE, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS LICENSE.

7. Updates and Upgrades

Licensor may, at its discretion, provide updates and upgrades to the Software. Such updates and upgrades may be subject to additional terms and conditions.

8. Jurisdiction and Dispute Resolution



This License Agreement is governed by the laws of the state of Michigan, United States of America, and any disputes shall be resolved in the state or federal courts of Michigan/United States of America.

9. Invoicing

An invoice for the annual Software subscription fee will be sent at the start of the subscription when the software has been deployed to the production environment.

10. Entire Agreement

This License Agreement constitutes the entire agreement between Customer and Licensor regarding the Software and supersedes all prior agreements and understandings.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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 **3**
to
Contract Number **22000000463**

CURRENT CONTRACTOR	Applied Geographics	NEW CONTRACTOR	The Sanborn Map Company, Inc.
	33 Broad St		1935 Jamboree Drive, Suite 100
	Boston, MA 02109-4216		Colordao Springs, CO 80920
	Tom Harrington		Tom Harrington
	617-447-2488		617-447-2488
	tharr@appgeo.com		tharr@appgeo.com
	VS0153584		CV0002134

STATE CONTACTS			
Program Manager	Mark Holmes	DTMB	Contract Administrator
	517-285-6592		
	Holmesm3@michigan.gov		
	Sean Regan	DTMB	
	(517) 243-859		
	ReganS@michigan.gov		

CONTRACT SUMMARY

GIS ADDRESSING CONSULTING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 15, 2022	March 14, 2025	5 - 1 Year	March 14, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
P-Card	Direct Voucher (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 14, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,990,950.00	\$50,000.00	\$3,040,950.00		

DESCRIPTION

Effective August 31st, 2023, this Contract is changing vendors from Applied Geographics to the Sanborn Map Company, Inc. Applied Geographics was acquired by the Sanborn Map Company, Inc, and this Contract will now reside under the parent company.

This is also increased by \$50,000.00 and Sanborn will provide DTMB support for current geospatial initiatives as detailed in the attached Statement of Work(SOW).

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

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Sanborn GIS Support Services	August 21, 2023 to September 30, 2024
Requesting Department: DTMB Center for Shared Solutions	Date: Aug 15, 2023
Agency Project Manager: Mark Holmes	517-285-6592
DTMB Project Manager: Mark Holmes	Phone: 517-285-6592

Brief description of services to be provided:

BACKGROUND:

This statement of work is for Sanborn to provide GIS consulting support services to support DTMB Center for Shared Solutions with activities to support the implementation of goals and recommendations from the statewide strategic plan for GIS coordination.

PROJECT OBJECTIVE:

Sanborn will provide DTMB geospatial support for current geospatial initiatives, including but not limited to the creation of a Geospatial Advisory Council, support for statewide Address Database Planning and Development, and support for documenting open data use cases and examples. Having recently worked with DTMB on the statewide geospatial strategic plan, Sanborn will draw on the foundational knowledge of and familiarity with the department in order to support these current initiatives. To offer the greatest flexibility in terms of scope, Sanborn will perform the work on a Time & Materials basis, working on tasks as directed by DTMB.

SCOPE OF WORK:

The scope of work will be based on time and materials and will be used as needed by the DTMB Geospatial Services team to support initiatives from the DTMB strategic plan for statewide GIS coordination.

TASKS:

Technical support is required to assist with the following tasks:

Task 1: Advisory Group Support. Sanborn will support DTMB CSS as it forms an advisory group, as described in the 2023 DTMB GIS Strategic Plan. The purpose of Sanborn’s support is to ensure that the advisory group is designed to assist DTMB CSS as efficiently and effectively as possible. Sanborn will follow the general approach outlined below, taking specific direction from DTMB. Tasks may likely include, but are not limited to:

Subtask 1.1 DTMB CSS will gather and then review up to 10 existing advisory councils or advisory group charters from peer states. DTMB CSS will use the review to develop its ideas about the structure and process that Michigan's advisory group will use.

Subtask 1.2 Sanborn will then review the proposed structure and processes, suggesting revisions. The revisions will be discussed with DTMB CSS, leading to a draft charter developed in the next subtask.

Subtask 1.3 Based on the review and discussions with DTMB CSS, Sanborn will prepare a draft charter for the advisory group. The charter will state the purpose of the advisory group, its composition, and the procedures that the advisory group will use in handling membership, agenda-setting, and decision-making.

Subtask 1.4 The draft charter will be reviewed by DTMB CSS and by DTMB administration. Comments will be provided to Sanborn for incorporation into a revised charter.

Subtask 1.5 Sanborn and DTMB CSS will meet and review the comments prior to Sanborn preparing a draft final charter.

Subtask 1.6 Sanborn will revise the charter and prepare a draft final charter. Upon review, the draft final charter will become the final charter.

Subtask 1.7 Sanborn will prepare invitation letters for DTMB CSS to send to the initial, proposed, advisory group members.

Subtask 1.8 Sanborn will assist DTMB CSS in running the first advisory group meeting, either on-site or remotely.

Task 2: Support for Statewide Address Database Planning and Development. Sanborn will conduct tasks in support of Statewide Address Database planning and development which may include but are not limited to:

- Meeting with stakeholders to understand current data assets, current workflows, validation processes, and requirements.
- Compiling and presenting relevant background information on database standards, other state approaches, etc.
- Formulating recommendations in support of statewide address database goals including technical and workflow considerations.

Task 3: Support for Open Data. Sanborn will support DTMB in the implementation of geospatial open data across the state. Tasks may include, but are not limited to:

- Documenting open data use cases in Michigan and other locations
- Meeting with stakeholders to understand constraints, benefits, requirements, workflows, concerns, etc.
- Documenting open data trends and best practices in the national landscape
- Technical guidance for adoption of open data formats, platforms, etc.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

The services provided under this SOW will be consulting services to provide knowledge and expertise of advisory groups in other states and organizations and also provide input on concepts for open data and address databases. Deliverables will be in the form of support hours. There may be documents provided such as an advisory group charter, research findings, or recommendations documents, however, due to the time and materials nature of this project they are not a required deliverable.

ACCEPTANCE CRITERIA:

Acceptance is outlined in the standard terms and conditions of the contract.

PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each monthly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and materials basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

Sanborn proposes to perform the above-described scope of services for the estimated not to exceed fee of \$50,000. These services will be provided on a time and material

basis per the standard Schedule of Rates and per the terms and conditions of Contract No. 220000000463. Professional fees for each staff level are quoted as hourly rates.

Staff Category	Standard 2023 Billing Rate
Analyst I	\$105.47
Analyst II	\$122.93
Analyst III	\$127.00
Consultant I	\$135.13
Consultant II	\$180.77
Consultant III	\$216.89
Consultant IV	\$246.54
Principal in Charge	\$288.36

Monthly invoices will be submitted based on actual hours incurred. The invoices will identify the staff involved and the number of hours spent by task. Payment will include a reference to the Sanborn project number and invoice number

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is: N/A

The designated DTMB Project Manager is:

Mark Holmes
 DTMB Center for Shared Solutions
 eMichigan/Geospatial Services
 Romney Bldg 10th Floor
 111 S. Capitol Ave
 Lansing, MI 48933
 517-285-6592
Holmesm3@michigan.gov

Vendor Project Manager is:

Michele Giorgianni
 33 Broad St, Fl 4
 Boston, MA 02109
 860 339-4254

mgiorgianni@Sanborn.com

AGENCY RESPONSIBILITIES:

N/A

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

33 Broad St, Fl 4

Boston, MA 02109

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 220000000463. This purchase order, statement of work, and the terms and conditions of Contract Number 220000000463 constitute the entire agreement between the State and the Contractor.



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 **22000000463**

CONTRACTOR	Applied Geographics
	33 Broad St
	Boston, MA 02109-4216
	Tom Harrington
	617-447-2488
	tharr@appgeo.com
	VS0153584

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

GIS CONSULTING			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 15, 2022	March 14, 2025	5 - 1 Year	March 14, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 14, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$90,950.00	\$2,900,000.00	\$2,990,950.00		

DESCRIPTION

Effective August 29, 2022, the LEO is adding \$2,900,000.00 to the Contract for several tasks that create the tools and data necessary to address challenge, planning, and other near-term requirements of the BEAD, ROBIN, and Digital Equity (DE) program, per the attached statement of work.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval and Administrative Board approval on September 13, 2022.



Michigan High-Speed Internet Office

Proposal to Support the Michigan BEAD, ROBIN, and SDEPG Data Strategy



Empowering People with Spatial Solutions

Applied Geographics, Inc.
33 Broad Street, Floor 4 | Boston, MA 02109
T. 617-447-2400 | info@appgeo.com

www.AppGeo.com

Broadband Data Strategy

Applied Geographics, Inc. (AppGeo) proposes to work collaboratively with the Michigan High-Speed Internet Office (MIHI), as well as the GIS team at DTMB, other firms, and Michigan stakeholders, to meet objectives of the Broadband Equity, Access, and Deployment (BEAD), Realizing Opportunity with Broadband Infrastructure Networks (ROBIN), and State Digital Equity Planning Grant (SDEPG) programs.

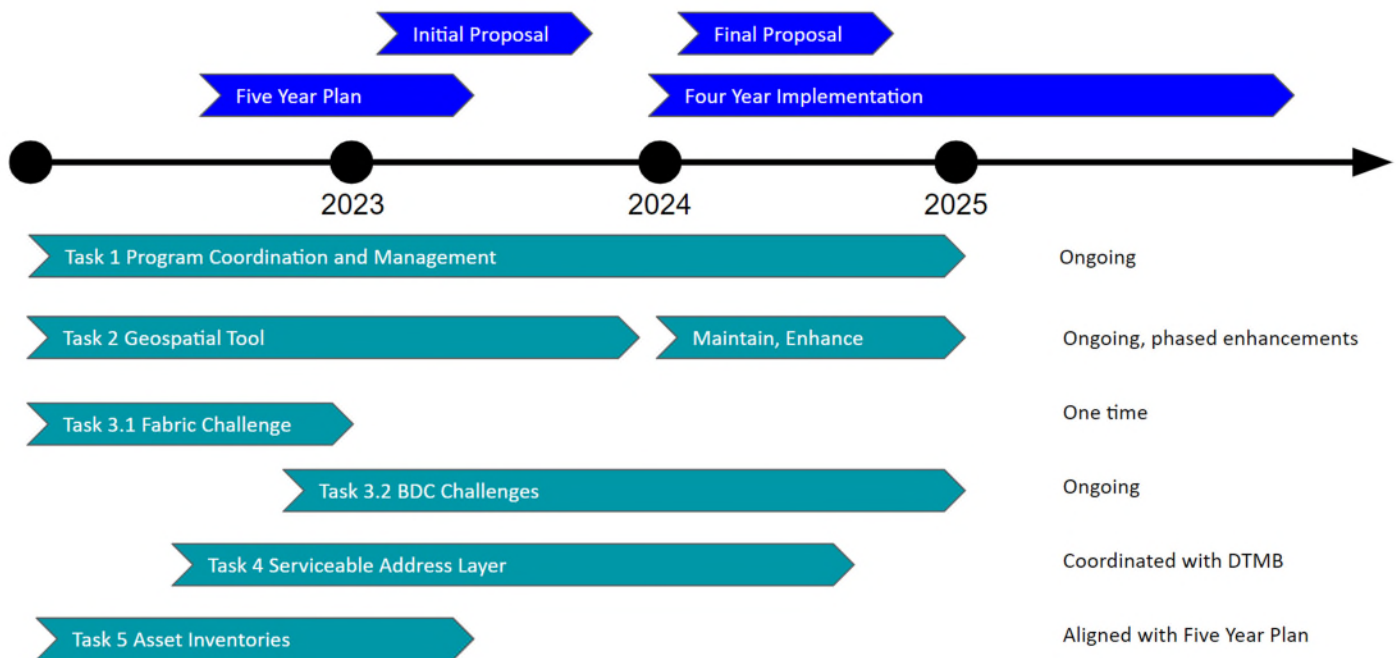
We have reviewed the *Michigan BEAD, ROBIN, and SDEPG Data Strategy*, (attached as Appendix A) and believe it represents a thoughtful approach to meeting Michigan's connectivity goals. We also recognize that the currently available tools and data necessary to fully support the data strategy are not in place and that an experienced SME and digital data strategy partner can help MIHI knit together and accomplish all of the tasks required by the overarching strategy.

This document lays out several tasks that create the tools and data necessary to address challenge, planning, and other near-term requirements of the BEAD, ROBIN, and Digital Equity (DE) program. Moreover, AppGeo has the relationships and knowledge to provide for the integration of past and current mapping and broadband initiatives into this work, which will make the overall program more cost-effective and efficient. Strategically, AppGeo also is able to work with additional partners and subcontractors to bring on their special skills and data, and incorporate those into the overall program and data strategy. AppGeo will provide overall project leadership and management across the team and act as the Prime Contractor.

Program Schedule

This program of services for the Data Strategy is budgeted and planned to continue to the end of calendar year 2024. Services beyond that will occur under a new Scope of Work.

The IJIA timeline is built around event-driven “shot clocks” (number of days to completion from start dates) rather than pre-defined deadlines, so there remains some uncertainty about when major deliverables to the NTIA will come due. The diagram below is a hybrid of the timeline released by the NTIA as part of a May 17th webinar¹ (blue arrows) and the Tasks we describe in this SOW (green arrows), with the expectation that there will be ongoing adjustments in response to state needs, and federal policy, guidelines and funding. Details on the timing for each Task are provided in each Task section, respectively.



¹ Source: NTIA (<https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD-101-Webinar-Presentation-Deck-05-17.pdf>)

Tasks

Through conversation with the Michigan Chief Connectivity Officer, we have identified the following tasks. These tasks represent an initial set of priority activities that align with FCC requirements and MIHI data development, analysis, and planning needs. Through these tasks the AppGeo Team will help MIHI prepare for and meet the immediate demands of the FCC's challenge processes. These tasks will also create data assets, tools, and analysis to support planning, foster stakeholder feedback, and help establish baseline data and tools for progress tracking going forward.

1. Project Management and Coordination
2. Build an Interactive Geospatial Tool
3. Conduct Analyses for FCC Fabric and BDC Challenges
4. Develop Statewide Broadband Serviceable Address Location Points
5. Address the Asset Inventory Requirements for BEAD and DE

Cost Breakdown

Cost proposal by major task activity are provided in the following table.

Task	Cost	Assumptions
Task 1 - Project Coordination and Communications		
	\$290,000	Covers the project start to end of CY 2024
Task 2 - Build an Interactive Geospatial Tool		
Requirements and Design	\$110,000	
Build and Deploy	\$750,000	Covers priority functional requirements established with MIHI
Hosting, Maintenance and Support	\$120,000	Includes two years, ending CY 2024
Task 3 - Conduct Analyses for FCC Fabric and BDC Challenges		
Third Party Address Data	\$250,000	Licensed data through 2024
Task 3.1 - Conduct Analyses for the FCC Fabric Data Challenge Process	\$150,000	One time
Task 3.2 - Conduct Analyses for the FCC BDC Challenge Process	\$320,000	
Task 4 - Develop Statewide Serviceable Address Location Points		
	\$450,000	
Task 5 - Address the Asset Inventory Requirements for BEAD and DE		
	\$460,000	
Total Tasks 1-5	\$2,900,000	

Task 1 - Project Coordination and Communications

The project will require ongoing coordination and communication across a broad range of activities required to meet FCC deadlines and MIHI objectives. AppGeo will assign a senior team to oversee and manage the scope of work as described in this document; a team that can also stay engaged to provide strategic continuity and support as the federal requirements and MIHI data strategy evolve.

The AppGeo Management Team will be led by certified PMPs with significant project/program leadership experience, and with direct experience working on similar (broadband mapping, analysis, applications) projects. Management Team members include Morgen Healy, PMP, Vice President and Principal, and Brian Coolidge, PMP, Senior Project Manager, each having more than 20 years of experience. Morgen as Principal-in-Charge will operate at the program level, attend to contracting, subcontracting, and POC to MIHI for strategy, scoping task assignments, program schedule, and program deliverables. Brian will focus on the day-to-day management of tasks and schedule, coordination and communications, liaison to subcontractors at the Task level, and serve as POC to MIHI who is accountable for all task level details and reporting. It is our experience that this division of role specificity between Program-level and Task-level management helps streamline communications in a way that makes MIHI and the Chief Connectivity Officer's management of the data strategy program more efficient.

Activities

- Establish and maintain the master project schedule and overall Program Management Plan
- Hold regular coordination meetings with the Chief Connectivity Officer and MIHI staff
- Maintain Task-level documentation, reports, plans
- Develop additional Scopes of Work as needed to meet project objectives
- Coordinate communications, assignments, activity and schedule with partners
- Oversee and check quality of work and deliverables of Team and partners
- Ensure quality, timeliness, and utility of all deliverables

Timeline

- Will continue throughout the performance period of this Scope of Work

Deliverables

- Master schedule maintained throughout the project
- Status Reports and Meeting notes
- Task level progress reports and project activity documentation
- Records of decisions, contracts, subcontracts, and other program level documentation

Assumptions

- MIHI will assign a primary point of contact to interact with our Management Team
- Bi-weekly to weekly meetings may be required to match the pace of the work

Task 2 - Build an Interactive Geospatial Tool

AppGeo will develop an interactive geospatial tool that provides a flexible platform for supporting the overall data strategy; a platform that can serve as a hub for presenting up to date information, that offers a way to solicit external feedback, and that can support analytical needs, planning, and decision support.

Some examples of functional capabilities to be reviewed and prioritized for phased deployment through the requirements analysis, include:

- Display existing broadband coverage and speed information, or lack thereof (i.e., served and under/unserved locations)
- Display of data layers for federal, state, local, BEAD, ROBIN, and SDE Planning and Capacity program deployments and implementation and grant programs, including project footprint polygons and geospatial indicators of implementation progress
- Publishing geographic representations of determinations of BEAD and ROBIN eligibility
- Tools/workflows that help broadband providers evaluate the BEAD and ROBIN eligibility for their proposed potential project footprints, e.g., 80% of locations be unserved (for projects qualifying as unserved/first priority) or underserved (for projects qualifying as underserved/second priority)
- Supporting the FCC and BEAD challenge processes by allowing for stakeholder review of data and identification of potential challenges
- Mapping and spatial analysis of anchor institutions, covered populations, demographic information, geographies of digital vulnerability, etc.
- Incorporating additional data layers, such as broadband deployment cost analyses, internet service price maps, and Affordable Connectivity Program availability, for map-based presentation and comparison with other layers
- Helping MIHI to review/optimize BEAD and ROBIN subgrantee selection in a data-driven and transparent way
- Allow MIHI to track grant deployment progress following the sub-granting of BEAD and ROBIN funds to recipients.

The interactive tool will develop an agreed subset of priority functional requirements, and establish the foundation for adding data and functional capabilities going forward.

Activities

- Requirements collection and detailing through meetings with MIHI and stakeholders; Develop workflow and requirements document
- Develop application design and an initial phased, prioritized approach to creating/launching the tool(s) that coincides with state priorities and federal program requirements.

- Initial application development of priority functions through iterative and progressive build, test, document, and deploy, starting with the develop wireframe mockups and a design review meeting
- Ongoing development against functional requirements roadmap and in sync with state data strategy and need for analytics.
- Maintenance and enhancement support

Deliverables

- Requirements document and priority roadmap
- Interactive geospatial tool design, development and deployment
- Administrative and end-user documentation and online help

Timeline

- Complete the requirements within 90 days of project kick off and start up.
- Begin initial development of priority functions and features within 30 days of review/acceptance of the requirements assessment.
- Agreed upon priority functions and deployments can be fast tracked to meet key analytical needs.

Assumptions

- MIHI will be able to provide timely input to reviewing functional requirements developed by AppGeo and establishing priorities for phased deployment
- The current Michigan interactive broadband map will serve as the platform where broadband data and analyses are published until the development of the new platform with enhanced functionality described above is launched; at that time, data and analyses would be migrated to the new application to maintain a single statewide broadband application as a “one stop shop”
- The tool will be developed and deployed in phases so that priority functions can be deployed to provide optimal alignment with BEAD, ROBIN, and DE requirements and the MIHI data strategy

Task 3 - Conduct Analyses for FCC Fabric and BDC Challenges

The FCC is launching separate, but related, challenge processes for the broadband serviceable location fabric and the Broadband Data Collection (BDC) filings. AppGeo will provide for an efficient and effective FCC challenge process, following procedures defined by the FCC, using modern data manipulation tools, run by a team of data scientists, and overseen by SMEs. Our Team has outlined two processes (Task 3.1 and 3.2, respectively) based on the currently understood parameters, which will be finalized as additional FCC guidance is received.

Task 3.1 - Conduct Analyses for the FCC Fabric Data Challenge Process

The FCC has defined a fabric challenge process that allows states to submit a combination of their own state data, third party data, and other supporting data evidence to establish each state's broadband serviceable locations (BSLs). The challenge process is detailed and specific, and has implications for the level of federal BEAD funding. The following activities provide a framework to get started right away.

Activities

- Acquisition of 3rd party BSL data for challenge process - DataAxle. Note that use of 3rd party BSL data can be replaced by a state-owned BSL dataset as soon as it is developed as Task 4 in this Scope of Work.
- Automated comparison of FCC BSL data with 3rd party BSL data to create an output file showing all differences between the 2 datasets. Sort differences by type and priority. Prepare a detailed summary for review and acceptance by MIHI.
- Format the challenge data to fully comply with the FCC data specifications for Fabric Data Challenge Process submission, including use of FCC codes indicating the specific reason for each BSL challenge location.
- Submit the bulk Fabric Data Challenge to the FCC on behalf of MIHI.
- Upon challenge adjudication decisions by FCC, incorporate all accepted challenge data into the BSL layer for use by MIHI as the authoritative BSL data for all MIHI program analyses and decisions.
- Evaluate rejected challenge data for possible resubmission to the FCC challenge process based on additional supporting evidence or other corrections.

Deliverables

- Summary of potential challenge BSLs identified through comparison of FCC data and 3rd party data, for MIHI review and acceptance.

- Preparation and submission of BSL challenge data to the FCC, per their detailed specifications.
- Incorporate accepted challenge data into final BSL layer for MIHI use
- Evaluate rejected challenge data for possible correction and resubmission to FCC.

Timeline

- FCC Fabric Challenge Process is expected to open in September, 2022. Priority for MIHI will be to ensure that all viable BSL locations are identified, since the BEAD funding formula is based on BSL metrics. Other challenge categories in the BSL data (unit counts, incorrect building identified, residential vs. business coding, etc) may be submitted as a secondary priority in a later challenge submission.
- The AppGeo Team will complete the FCC Fabric Challenge Process task by December 31, 2022.

Assumptions

- This task is expected to be a one-time but nevertheless potentially significant effort to establish the baseline dataset of all BSLs in Michigan. Ongoing maintenance of the dataset is to be handled via Task 4 in this Scope of Work, whereby the State shifts to using its own county-sourced address point data.

Task 3.2 - Conduct Analyses for the FCC BDC Challenge Process

The FCC is developing guidance for the Broadband Data Collection (BDC) Challenge Process which will require states to apply a combination of their own state data, third party data, stakeholder feedback, and field verification to validate each state's broadband provider coverage at the address level of granularity. The challenge process will be detailed and specific, and have implications for BEAD funding eligibility. In advance of the detailed FCC guidelines, our Team has outlined a process for the challenges that can be adapted to the forthcoming guidance and technical specifications. The following activities provide a framework to get started right away and flexibility to meet FCC requirements. We note that the ongoing MEDC asset mapping project in Michigan puts the state (and this Team) in a uniquely strong position to verify FCC BDC coverage data against data about the physical presence of broadband infrastructure that is already being collected by a project funded from a non-IIJA source.

Activities

- Analyze current broadband data collection for areas that should be targeted for further investigation (e.g., service areas not represented by the most granular data, low confidence in accuracy, etc.).
- Collect updated coverage data from providers (new FCC BDC reporting format) and compare/scrutinize data for accuracy, seeking clarifications from providers as needed.
- Conduct targeted, independent research on provider service areas and available speeds.

- Compare provider-reported coverage maps with physical infrastructure as mapped by the MEDC asset mapping project of Connected Nation.
- Upon release of BDC data from the FCC (anticipated in Nov/Dec timeframe), compare state-gathered broadband data with FCC data to identify candidates for the challenge process.
- Prepare a summary report of challenge data candidates, by type and priority, for review and acceptance by MIHI.
- Process and format challenges into required FCC Challenge Process specifications (not yet released by FCC).
- Submit BDC Challenges to the FCC on behalf of MIHI.
- Upon challenge adjudication decisions by FCC, incorporate all accepted challenge data into the broadband coverage data layers for use by MIHI as the authoritative coverage data for all MIHI program analyses and decisions.
- Evaluate rejected challenge data for possible resubmission to the FCC challenge process based on additional supporting evidence or other corrections.

Deliverables

- Summary of potential challenge BSLs identified through comparison of FCC data and 3rd party data, for MIHI review and acceptance.
- Preparation and submission of BSL challenge data to the FCC, per their detailed specifications.
- Incorporate accepted challenge data into final broadband coverage layers for MIHI use
- Evaluate rejected challenge data for possible correction and resubmission to FCC.

Timeline

- FCC BDC Challenge Process is expected to open upon initial release of BDC data, anticipated in the Nov/Dec 2022 timeframe. The BDC Challenge Process is continuous, but since BDC data releases will occur twice each year, the AppGeo Team anticipates that this will be a repeatable process to be conducted shortly after each new BDC data release by the FCC. The AppGeo Team further anticipates that the volume of individual challenges will decline with each new data release.
- AppGeo Team plans to complete the FCC BDC Challenge Process within 3 months of each new BDC data release.
- Any new information from the NTIA on timing requirements that involve challenge process for BEAD funding allocations may result in changes in the timeline (i.e. to complete challenges ahead of a newly-announced deadline from NTIA).

Assumptions

- The FCC will release BDC challenge guidance by the end of Q3 2022.
- This task will be conducted upon each new release of BDC data by the FCC; twice per year, through 2024.

- Data obtained through field validation and collection efforts and the asset inventory task will be applicable to and allowable in the challenge process.
- The first BDC Challenge Process will be especially important because it will affect BEAD allocations; later iterations will have lower stakes.
- The BDC challenge process will be ongoing, however, a cut-off date will be identified for challenges to be submitted and adjudicated that would impact the NTIA BEAD program.

Task 4 - Develop Statewide Broadband Serviceable Address Location Points

The State's vision is to develop a serviceable BSL layer using Geographic Information Systems (GIS) address point data, property tax assessment (CAMA) data, and GIS tax parcel polygon data maintained by the counties as the primary sources. This new state dataset will be created by aggregating and harmonizing the county data into a consistent and complete statewide dataset. The value of a comprehensive and reliable statewide address point dataset is its use to identify gaps in broadband infrastructure for broadband services, for digital equity analysis, and for broadband infrastructure planning. A significant advantage to the State of this strategy is that the resulting address data is unencumbered by commercial terms of use restrictions, can be maintained by authoritative stakeholders within the State, and can attract funding from and service other statewide agencies, such as public safety, workforce and economic development, transportation, natural resources, and state planning functions.

Activities:

- Review of state address data by county, identifying gaps and inconsistencies that may require follow-up with the county.
- Amass state parcel and appraisal data for assignment of business and residential codes to individual addresses.
- Gather available building footprint data (SEMCOG, other counties, Microsoft, open data) and associate with address points (we estimate that more than 90% of BSL locations will have an available building footprint)
- Establish a standard GIS schema for a state BSL layer created from the address points and building footprints.
- Devise plan for improving and completing address data at the county level, in expectation that DTMB will become the curator of the data, in collaboration with county partners.
- Design and implement workflows and supporting systems to aggregate and maintain state address data layer at DTMB. This will leverage the current Michigan Geographic Framework Data Gateway technology for aggregation of GIS data.
- Ensure compliance of address data with standards required for BSL and other potential uses, including 911, to maximize the ROI of the address data.
- Provide a commercially-licensed address point data set that can be used as a BSL layer while the State dataset is being developed (see Task 3.1 above).

Deliverables:

- Report documenting the review and assessment of currently available county datasets to be used as the source for creating a statewide BSL layer.

- Statewide building footprints to be compiled from existing, available sources (no new data development unless an additional task is agreed upon), that will be associated with address points through a spatial match process.
- Establishment of standards for a state BSL layer, to include a schema, plans to improve and complete the statewide address layer, workflows to support local and state collaboration led by DTMB, and design of supporting systems.
- A plan for long term maintenance and funding of the statewide layer

Timeline:

- This task will commence immediately following contract signing for this scope of work.
- Total timeline is estimated to be 18-24 months, with major dependencies on the DTMB Geospatial Services team who will bear primary responsibility for data gathering from the counties and ongoing state/local coordination activities.

Assumptions:

- This activity will be coordinated with the DTMB Geospatial Services team and aligned fully with a current state GIS strategic planning effort that AppGeo is leading as a separate project with the DTMB.
- The DTMB Geospatial Services team will collect the source datasets from the counties and will handle all coordination between DTMB and the counties.
- Costs - initial and ongoing - This task is a candidate for a shared funding strategy with DTMB and other beneficiaries of the data. AppGeo has already confirmed the interest of DTMB and will facilitate a process to coordinated funding.

Task 5 - Address the Asset Inventory Requirements for BEAD and DE

AppGeo will catalog a wide variety of “asset inventories” in order to support data-driven planning efforts. The phrase “asset inventory” has multiple definitions in circulation, so for clarity, it is here used according to the definitions in the BEAD and SDEPG NOFOs. The BEAD NOFO gives it this meaning:

Include an asset inventory that catalogs broadband adoption, affordability, equity, access, and deployment activities occurring within the Eligible Entity and identifies and provides details regarding any relevant partners, such as community-based organizations and CAIs that may inform broadband deployment and adoption planning.

And the SDEPG NOFO gives it this, rather similar, meaning:

An asset inventory, including current resources, programs, and strategies that promote digital equity for each of the covered populations, whether publicly or privately funded, as well as existing digital equity plans and programs already in place among municipal, regional, and Tribal governments;

While there are differences, for example, BEAD mentions “deployment” and SDEPG mentions “covered populations,” the definitions can reasonably be conflated into a single set of data deliverables that can be used for multiple purposes.

In defining this task, we also recognize synergies across information gathering activities that are already underway and that will occur. For example, the AppGeo Project Team will build on Connected Nation’s long-standing broadband data collections, analyses, and various asset inventories, as well as Connected Nation’s current work on the Michigan Digital Inclusion Resource Project, while remaining alert to gaps and additional information and data needs. The AppGeo Project Team also anticipates that the stakeholder engagement effort required by BEAD and DEA and led by the MIHI Office will generate a lot of information about ongoing efforts and activities in the state, which can be captured, mapped where appropriate, and stored as inputs to the asset inventories required in key BEAD and SDEPG deliverables.

To align with and integrate this broader landscape of data collection and inventory, AppGeo will focus this Task on the *geospatial* representations and analysis of the asset inventory, answering questions like:

- *Where are the CAIs and programs that contribute to access, adoption and digital inclusion, and what is their geographic reach?*
- *How does their presence and activity level map onto the places where DEA covered populations live, according to Census and other data sources?*

For the purposes of this task, “Assets” appropriate for inclusion in the “inventory” include but are not limited to:

- Provider service areas and expansion
- CMIC grant areas
- Deployment areas/locations from various federal programs (e.g., USDA ReConnect, FCC RDOF, etc.)
- US Census Bureau American Community Survey (ACS) datasets that contain broadband adoption statistics
- Community anchor institution (CAI) locations and connectivity levels
- WiFi hotspots, building upon a Connected Nation data collection:
<https://connectednation.org/michigan/hotspotmap>
- Broadband pricing
- Local digital equity offerings, building upon a Connected Nation data collection on CAIs offering various programs and resources to their local communities

Activities

- Further refine definition of data to be collected for targeted assets
- Gap analysis with available data and/or with current/planned data collection programs
- Develop plan for data acquisition or collection as needed, and for integration of each asset inventory type
- Execute data acquisition/collection plan
- Incorporate data into interactive geospatial tool
- Perform analyses to turn data into actionable information for BEAD and DE planning and program implementation
- Document all data and sourcing

Deliverables

- Documented asset inventory in the form of data sets and useful analyses
- Loading of key data layers into the interactive geospatial tool

Timeline

- Completed by the time the BEAD 5-Year Action Plan/State Digital Equity Plan is submitted to NTIA.

Assumptions

- AppGeo’s approach to this Task will take into account the potential for other funded initiatives to provide data that AppGeo can incorporate into this inventory, for example:
 - The Michigan Digital Inclusion Resource Project will facilitate the emergence of a digital inclusion network, and in the process, generate valuable information that can be included in the asset inventory.
 - The MIHI Office will spearhead a far-reaching stakeholder engagement process to fulfill the BEAD and DEA requirements, which the Michigan Broadband Data Strategy will support and/or benefit by capturing information from.
- The Interactive Geospatial Tool may play a valuable data collection role for this Task as well. But further discussions will be needed to define the activities and effort level in light of coordination among related and complementary projects.
- Depending on the level of detail in data collection or data analysis, additional funds may be required.

APPENDIX A

Michigan BEAD, ROBIN, and SDEPG Data Strategy

The Broadband Equity, Access, and Deployment (BEAD), Realizing Opportunity with Broadband Infrastructure Networks (ROBIN), and State Digital Equity Planning Grant (SDEPG) programs will require Michigan, and every state, to establish and execute a robust data gathering and analysis strategy that serves several purposes; 1) identify broadband infrastructure and digital equity needs and gaps; 2) inventory existing assets and deployment commitments; and 3) provide a platform to track broadband activity, monitor buildout, display grant commitments, and continuously update needs, gaps, and asset inventory information.

The BEAD, ROBIN, and SDEPG data will likely manifest itself in several forms. Most of the data will include a geospatial element, thus a GIS, interactive map of relevant data will be useful both externally, (public facing) and internally to the MIHI Office. Additional outputs will likely include public facing websites that allow users to locate digital equity and/or ISP services for a particular location/city/county, as well as internal analyses for the MIHI Office that provide data to meet federal program requirements.

BEAD 5-Year Action Plan and State Digital Equity Plan Requirements

The BEAD and SDEPG programs offer Michigan a once-in-a-generation opportunity to comprehensively address connectivity challenges and create a more digitally equitable state. BEAD requires states to develop a five-year action plan focused on deploying new broadband networks to connected unserved and underserved locations across the state. The SDEPG program requires states to complete a digital equity plan that addresses the many and varied issues of connectivity among certain covered populations. Given the integrated nature of broadband infrastructure and digital equity, the Michigan High-Speed Internet (MIHI) Office will combine these two planning efforts into a single, robust Comprehensive Broadband Infrastructure and Digital Equity Plan, (the Plan) to address the state's challenges and connect every resident, business, institution, and community to high-speed broadband.

The resulting Plan will take form in two parts; 1) a traditional strategic plan in document format that details the state's challenges as well as the vision, strategies, and objectives for addressing those challenges through the SDEPG and BEAD resources, (and follow-on State Digital Equity Capacity Grant Program (SDECGP)); and 2) a robust, comprehensive, and living online interactive geospatial tool that will host the information required to ensure SDECG and BEAD resources are deployed efficiently and transparently. This tool will be used by the MIHI Office and external stakeholders to make informed infrastructure and digital equity and inclusion decisions throughout the life of the federal programs.

ROBIN Program

MIHI will be establishing the ROBIN Program with Michigan's \$250M allocation from the Coronavirus Capital Projects Fund administered by the US Treasury. ROBIN is a sub-grant, last-mile and middle-mile broadband grant program that will be implemented along side BEAD and SDEPG to expand broadband service in Michigan. Implementation of the ROBIN program will significantly benefit from this data strategy to ensure coordination of federal investments to close Michigan's digital divide.

The geospatial tool should support the MIHI Office and other stakeholders in more informed decision-making regarding the requirements for the 5-year Action Plan, Digital Equity Plan, and ROBIN Program.

Below are requirements from both plans that will necessitate data gathering, analysis, updates and display in a geospatial format, and others as needed.

Relevant BEAD 5-Year Action Plan and Digital Equity Plan Requirements
Identify existing efforts funded by the federal government, including the Universal Service Fund, or an Eligible Entity to deploy broadband and close the digital divide.
Incorporate available federal, Eligible Entity, or local broadband availability and adoption data, including but not limited to Affordable Connectivity Program enrollment data. Other federal broadband federal data sources include the NTIA Internet Use Survey, the NTIA Indicators of Broadband Need Map, and the American Community Survey.
Identify local and regional broadband service needs and gaps within the Eligible Entity’s boundaries, including unserved or underserved locations and CAIs without gigabit service, and/or any plans to make these determinations where service availability is unclear.
A digital equity needs assessment, including a comprehensive assessment of the baseline from which the State is working and the State’s identification of the barriers to digital equity faced generally and by each of the covered populations in the State;
Include an asset inventory that catalogues broadband adoption, affordability, equity, access, and deployment activities occurring within the Eligible Entity and identifies and provides details regarding any relevant partners, such as community-based organizations and CAIs that may inform broadband deployment and adoption planning.
An asset inventory, including current resources, programs, and strategies that promote digital equity for each of the covered populations, whether publicly or privately funded, as well as existing digital equity plans and programs already in place among municipal, regional, and Tribal governments;
Provide a comprehensive, high-level plan for providing reliable, affordable, high-speed internet service throughout the Eligible Entity, including: a. The estimated timeline and cost for universal service.
Provide a comprehensive, high-level plan for providing reliable, affordable, high-speed internet service throughout the Eligible Entity, including: c. Prioritization of areas for federal support.

Additionally, the geospatial tool should support MIHI’s development and decision-making for the listed requirements for the state’s Initial and Final Proposals, and other requirements as needed.

Relevant Initial and Final Proposal Requirements
Identify each unserved location and underserved location under the jurisdiction of the Eligible Entity, including unserved and underserved locations in applicable Tribal Lands, using the most recently published Broadband DATA Maps as of the date of submission of the Initial Proposal, and identify the date of publication of the Broadband DATA Maps used for such identification.
Describe how the Eligible Entity applied the statutory definition of the term “community anchor institution,” identified all eligible CAIs in its jurisdiction, identified all eligible CAIs in applicable Tribal Lands, and assessed the needs of eligible CAIs, including what types of CAIs it intends to serve; which institutions, if any, it considered but declined to classify as CAIs; and, if the Eligible Entity proposes service to one or more CAIs in a category not explicitly cited as a type of CAI in Section 60102(a)(2)(E) of the Infrastructure Act, the basis on which the Eligible Entity determined that such category of CAI facilitates greater use of broadband service by vulnerable populations.
Include a detailed plan to competitively award subgrants consistent with Section IV.B.7.a of this NOFO with regard to both last-mile broadband deployment projects and other eligible activities. With respect to last-mile broadband deployment projects, the plan must explain how the Eligible Entity will ensure timely deployment of broadband and minimize the BEAD subsidy required to serve consumers consistent with Section IV.B.7 and the other priorities set out in this NOFO. The Initial Proposal must include identification of, or a detailed process for identifying, an Extremely High Cost Per Location Threshold to be utilized during the subgrantee selection process described in Section IV.B.7 of this NOFO. Each Eligible Entity must establish its Extremely High Cost Per Location Threshold in a manner that maximizes use of the best available technology while ensuring that the program can meet the

prioritization and scoring requirements set forth in Section IV.B.7.b of this NOFO. NTIA expects Eligible Entities to set the Extremely High Cost Per Location Threshold as high as possible to help ensure that end-to-end fiber projects are deployed wherever feasible.

The geospatial tool should also support the required challenge process the state will be implementing following the creation of the initial proposal, as well as the subgrantee selection process, (both as described in the BEAD Notice of Funding Opportunity).

Data Layers

The following begins to identify and catalog the potential data layers needed to fulfill the requirements above and contribute to the creation of the state’s comprehensive broadband plan, as well as the development and implementation of the BEAD, ROBIN, and Digital Equity Planning and Capacity Programs. These lists are not all inclusive and additional data will be necessary.

Base Data

Layer	Source	Notes
Address Location Points	DTMB	DTMB has been working to compile rooftop address point data from each of Michigan’s 83 counties. Some county datasets are more complete than others. Some work will need to be done to ensure all address point data is consistent and accurate.
Parcel Boundaries	DTMB	DTMB is also working with counties to create a statewide parcel file. This isn’t as critical as the address location points, but would be helpful in calculating costs for universal access and the accuracy of the address point data.
Building Footprints	DTMB/Other	Building footprints would help determine the consistency and accuracy of the address point location data. This data can be acquired from third party vendors unless DTMB has the data already.
Political Boundaries	DTMB	Townships, villages, cities, and counties.
Community Anchor Institutions	Various	CNMI has a dataset of CAI locations, but it will likely need to be updated and expanded. State agencies and organizations may have data on the location of CAIs.
Congressional and Legislative Districts	DTMB	State house and senate districts and US Congressional districts.
School Districts	DTMB	Schools are critical partners in digital equity and inclusion.
Telephone Exchange Boundaries	MPSC/CNMI	These boundaries represent the telephone service areas for Michigan’s ILECs and Price Cap Carriers
Tribal Communities	Census	Federally recognized tribal lands
Census Boundaries	Census	Census tracts, block groups, and blocks. These layers are used as the foundation for several other data layers
Tower Locations/Vertical Assets	Various	The FCC publishes the location of registered towers that can be useful in identifying colocation facilities for wireless equipment. Some communities have also gathered vertical asset information that can be incorporated.
Other Regional Boundaries	DTMB	EDA Planning and Development Regions, Economic Prosperity Regions, etc.

Broadband Infrastructure and Availability Data

Layer	Source	Notes
Broadband Coverage Data	MPSC/CNMI	CNMI has been collecting broadband coverage data since 2009. Coverage data, while not address level granularity, can provide context for address-level data.
Infrastructure Asset Data	MEDC/CNMI	CNMI is collecting the location data for broadband infrastructure assets in areas of the state where 100/20 Mbps service is estimated to be available. This data will help validate the availability of broadband service at the address level. Should be complete in December 2022.
Broadband Serviceable Location Fabric	FCC	The FCC will be releasing the broadband serviceable location fabric that internet service providers will use to identify locations they can serve. Michigan should get access to this file from the FCC for registering for the FCC's DATA collection effort in June/July 2022.
Third-party fiber locations	FiberLocator, etc.	Third-party companies offer access to fiber infrastructure location data that can be bought or accessed with a subscription.
National Broadband Availability Map (NBAM)	NTIA	Michigan participates in NTIA's mapping program that provides access to speed test data and several other layers. Only state government staff and direct contractors have access to this data.

Existing and Ongoing Build-Out

Layer	Source	Notes
ReConnect Program	USDA	Michigan ISPs have been awarded several grants through the ReConnect program. USDA provides polygon data for these commitments.
Alternative Connect America Fund Cost Model (A-CAM)	FCC	The A-CAM program provides ongoing subsidies to ILECs in Michigan for building out and upgrading broadband service.
Rural Digital Opportunity Fund (RDOF)	FCC	ISPs won subsidies to build broadband service throughout much of rural Michigan. While many ISPs are still waiting to receive authorization to deploy, much of rural Michigan is impacted by this program.
Connect America Fund (CAF) Phase 2 & Auction	USAC	The CAF Phase 2 and Auction programs began in 2014 and build-out for these programs was likely completed at a much slower rate than that required by the BEAD program. It will be helpful, however, to know where these funds were spent in Michigan and USAC has this data at the address level.
Local community or ISP deployment, existing and planned.	Various	During stakeholder engagement, the MIHI Office will reach out to communities and ISPs in the state to gather addresses/ infrastructure asset locations on network deployments that have occurred in the last twelve months. Additionally, communities and ISPs will be asked to identify any areas where deployment is planned in the future 12-18 months.

Adoption, Devices, Digital Literacy, Digital Equity

Layer	Source	Notes
American Community Survey	Census	The ACS collects a variety of data points at the community, tract,

		and block group scale that provide insight into broadband adoption and device access. Possible analyses include, but is not limited to, smart phone dependency, device access, mobile broadband dependency, etc.
Covered Population Demographics	Census	The census has detailed demographic data to identify the geographic distribution of covered populations that will be useful to pair with other digital equity data to identify patterns and spatial areas of concern.
Digital Divide Index	Purdue University	The DDI has been compiled and published annually as a comprehensive analysis of several data sources to identify areas with high potential for digital divide issues.

Implementation

The implementation of this data strategy will result in the creation of an interactive geospatial tool to be used by the MIHI Office and BEAD, ROBIN, and SDEPG stakeholders. Data may also be analyzed using non-spatial tools to provide additional information for use in the various federal programs.

Additionally, it is anticipated that the comprehensive geospatial tool that results from this data strategy will allow the MIHI Office to track federal, state, local, BEAD, ROBIN, and SDE Planning and Capacity program deployments and implementation. Broadband and digital equity projects funded in the state after the data of the creation of the geospatial tool will be gathered and included in the tool so that grant projects can be tracked.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 220000000463

CONTRACTOR	Applied Geographics
	33 Broad St
	Boston, MA 02109-4216
	Tom Harrington
	617-447-2488
	tharr@appgeo.com
	VS0153584

STATE	Program Manager	Mark Holmes	DTMB
		517-285-6592	
		Holmesm3@michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

CONTRACT SUMMARY

NG911 GIS ADDRESSING CONSULTING

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 15, 2022	March 14, 2025	5 - 1 Year	March 14, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME

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 14, 2025

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$0.00	\$90,950.00	\$90,950.00

DESCRIPTION

Effective 6/6/2022, the following change is to add the attached SOW and funding of \$90,950.00, for consulting services to assist DTMB with the development of a GIS strategic plan, that will evaluate current GIS programs, GIS coordination, and GIS technology. For further information please see attached SOW document for reference.

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

State of Michigan GIS Strategic Plan

Statement of Work, V2

Submitted: April 8, 2022 by:



Empowering People with Spatial Solutions

Applied Geographics, Inc.
33 Broad St, 4th Floor | Boston, MA 02109

www.AppGeo.com

1 Project Understanding

AppGeo recognizes that Michigan has a long history of investment in geospatial data, technology and coordination and has established a solid foundation of resources including knowledge and expertise, spatial data infrastructure and sharing platforms, and partnerships across the state. These investments are geo-enabling local governments, state agencies, educational institutions, businesses, and citizens throughout Michigan. Addressing the evolving needs of such a diverse community requires strategic vision as well as careful and pragmatic planning. Through this project, AppGeo understands that the state seeks to establish a shared vision and identify the priorities that will guide the state GIS program for the next 5 years, and beyond.

2 Scope

Task 1.0: Project Kick Off

This task establishes the project management activities that will continue through the project lifecycle, ending with project closeout. AppGeo will launch the project with an administrative meeting between AppGeo team members and the state's project team (ideally a small working group of people who can provide authoritative input). This meeting will introduce key players and familiarize the AppGeo team with background information. The group will review the project schedule and cover all administrative details associated with project management and coordination. AppGeo will also solicit background documentation -- existing assets, data, and other pertinent information - and begin our review of this information. This meeting will also lay out key dates and plan for the information gathering activities.

Task 2.0: Information Gathering

AppGeo will focus on convening the project team, conducting research, and commencing information gathering through a carefully crafted online survey and targeted interviews. Topics to be explored through the Information Gathering phase include data sharing models, state data acquisition and maintenance models, state GIS governance models and structures, funding mechanisms, and potential improvements to communication/engagement.

Stakeholder Survey

In order to gain both open and candid insights and collect baseline information on GIS assets, usage, practices and needs efficiently, we will lead the information gathering with an **Online Survey**. The survey will cover both the technical and organizational topics that drive the assessment. We will use online survey tools to efficiently summarize and report the results.

AppGeo will prepare the draft survey; incorporate feedback, distribute the link (with the assistance of the state project team) and compile and analyze survey results.

Interviews

AppGeo will conduct one on one (or small group) **Stakeholder Interviews** with representative stakeholders. These may include County Commissioners, local government GIS and other professionals, Federal agency representatives, State 911 Office, and a variety of state agencies. Our focus will be on how stakeholders are using (or not using) GIS: what needs are met (or unmet) by GIS currently, what data is used (required), what are the critical applications/business processes that use (could use) GIS, what staff are using (not using) GIS, what opinions/concerns they have, what is their perception of the organizational effectiveness of the current GIS operation, and so on. We will listen, ask questions, and take notes. AppGeo staff will also try out ideas, make suggestions, and discuss options to stimulate the thinking of the participants.

Interviews will be conducted in person to the greatest extent possible. The project budget allows for 2 people to spend 3 full days on site. Assuming approximately a half-day will be devoted to meeting with the association leaders, the remaining 2.5 days can be devoted to other interviews. Interviews should be scheduled for 90 minutes with at least 30 minute breaks in between meetings. AppGeo assumes 8-10 entities will be interviewed in addition to the GIS association leaders. Interview questions will be sent to participants at least 1 week in advance. AppGeo assumes the Michigan project team will coordinate the interview scheduling and outreach.

Task 3.0: SWOT Analysis & Preliminary Recommendations

This phase focuses on processing, analyzing and organizing the information gathered and articulating the vision, goals and recommendations to be included in the final plan.

AppGeo will apply a **SWOT Analysis** (strengths and weaknesses, opportunities and threats) framework for determining where the greatest opportunities are for change that meet the state's objectives, and for formulating our recommendations for program improvement. The SWOT helps to organize and present our assessment of the GIS assets, capabilities and gaps. Strengths and weaknesses focus on characteristics of the current program. Opportunities and threats refer to factors that may impact the program. The recommendations to close gaps is derived from the SWOT analysis findings.

Based on the assessment of existing conditions, Strategic Vision and SWOT analysis, AppGeo will develop **Preliminary Recommendations** for a strategy to advance and optimize the GIS program.

Task 4.0: Consensus Building Workshop

AppGeo will facilitate an in-person **Consensus Building Workshop** to engage stakeholders in the strategic planning process, share results of the SWOT analysis, and build consensus for the draft strategic priorities and recommendations. The discussion will be structured to ensure the workshop is engaging, inclusive, productive – enabling all participants see the vision and “the big picture”. A key outcome will be a shared strategic vision and consensus on priority actions/investments.

AppGeo assumes the workshop will be a full-day and will be designed for in-person participation. AppGeo also assumes the state will provide an appropriate space for the meeting. The project budget includes 3 team members on site for one full day.

Task 5.0: Strategic Plan Draft

Following the workshop, AppGeo will develop a **draft version of the GIS Strategic Plan** including goals and high-level recommendations for achieving these goals. AppGeo recommends two review cycles with the state project team to ensure that the report is of the greatest utility and best fit going forward.

A common challenge in a strategic plan is keeping it at an appropriately high level -- focused on the “why” and the “what” -- rather than diving deeply into implementation details. Over the course of the information gathering and analysis phases, AppGeo anticipates delving into several key topics pertinent to the state. These may include:

- Potential structures for combining the two existing GIS associations into a single entity
- Improving state-local coordination, communication, collaboration
- Need for new/different funding mechanisms
- Key national initiatives (NG911, Broadband, etc.)
- State-wide imagery program models/options
- Exploring the creation of a Council

The information gathering and SWOT analysis processes will help the team clarify priorities and determine which goals will have the greatest positive impact on the state’s GIS programs stakeholders. These priority goals will be presented in the strategic plan with high level recommendations/considerations for achievement.

For example, AppGeo anticipates that the combining of the state’s 2 GIS associations will emerge as a priority goal. The strategic plan will include a high-level governance framework for the combined GIS association and other important considerations related to this goal, but it will not include a detailed implementation plan, draft by-law language, etc. In this case, a follow-up business plan may be valuable to the group. A business plan is designed to more fully flesh out the details of implementation including a work plan, required resources (people, costs), schedule, and key milestones. A separate quote can be provided to support this work.

Task 6.0: Final Strategic Plan

AppGeo will work with the state project team to collect consolidated feedback on the draft plan. In this phase of the project, we will work on final “presentation formatting” including graphic images, charts and diagrams that help convey the recommendations to the reader. At the completion of this task, AppGeo will provide a final version of the plan for approval.

Schedule

AppGeo proposes to complete the project within a 7 month period. This schedule will allow sufficient time for review of draft deliverables by the state project team and quality engagement of the stakeholder community.

Months 1	Months 2-3	Months 4	Months 5-6	Month 7
TASKS: Project Kick-off, Commence Information Gathering, Design and launch online Survey	TASKS: Conduct stakeholder interviews; Complete/close online survey	TASKS: Summary of Information Gathering Findings; SWOT Analysis; Preliminary Recommendations	TASKS: Consensus Building workshop; Draft Strategic Plan	TASKS: Finalize Strategic Plan

Budget & Milestones

Phase/Milestone	Task	Fee
1. Kick-Off	Project Set Up/Internal Team Prep/Kick Off Preparation	
	Kickoff Meeting	
	Subtotal	\$2,400.00
2. Information Gathering	Collect/Review Background Information	
	Design/Create Survey	
	Analyze/Summarize Survey Results	
	Plan Interviews	
	Prepare Interview Questions (Send in advance)	
	Conduct on-site Interviews (2 people, 3 days onsite)	

	Subtotal	\$20,500.00
3. Analysis & Initial Recommendations	Summarize findings	
	Conduct SWOT Analysis	
	Initial Recommendations - Draft (Iterate with MI Team)	
	Subtotal	\$9,300.00
4. Consensus Building Workshop	Plan for Consensus Building Workshop	
	Prepare Materials for Workshop	
	Facilitate Workshop (3 people, 1 day on-site)	
	Summarize workshop findings	
	Subtotal	\$21,250.00
5. Draft Strategic Plan	Draft Strategic Plan	
	Subtotal	\$14,250.00
6. Finalize Strategic Plan	Iterate on Strategic Plan (2 cycles)	
	Finalize Strategic Plan	
	Bi-Weekly Status Meetings with Project Team	
	Subtotal	\$23,250.00
TOTAL PROJECT BUDGET		\$90,950.00

Budget

Per the milestones described above, AppGeo proposes a budget of \$90,950. AppGeo will present an invoice at the completion of each project milestone.



STATE OF MICHIGAN PROCUREMENT

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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000463**

between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Applied Geographics
	33 Broad St
	Boston, MA 02109-4216
	Tom Harrington
	617-447-2488
	tharr@appgeo.com
	VS0153584

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 Consulting			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/15/2022	3/14/2025	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			\$0.00

CONTRACT NO. 210000000651

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

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 Applied Geographics (“**Contractor**”). This Contract is effective on October 1, 2021 (“**Effective Date**”), and unless terminated, expires on September 30, 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. The State shall have responsibility to identify for the Contractor all scopes of work where the Contractor is being asked to work with a database that contains information maintained by the federal government that triggers this requirement, and to identify the specific databases in question to help guide the Contractors compliance with this requirement.
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 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the

deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part 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 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

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. **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. **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.
- c. **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.
- d. **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 23, 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. PURPOSE

This statement of work outlines GIS consulting services that being requested by the State of Michigan's Department of Technology, Management and Budget's Center for Shared Solutions (CSS). This statement of work includes but is not limited to the following types of services:

a) GIS Consulting Services can include the following

General GIS Consulting - Providing consulting services for activities related to Geographic Information Systems. This can relate to staffing, technology, data, policies, funding, legislation, governance, organizational structures, and organizational strategy, vision and goal setting. These engagements could involve, but not limited to: outreach to stakeholders, facilitate meetings, information gathering, strategic planning, project documentation (reports, white papers, governance documents, etc.), training services, development of tools and solutions, implementation of location based services, support for implementation of PAAS, SAAS or other service oriented architectures and subscription services.

Development of GIS Standards – Provide GIS consulting services to review, recommend, and develop standards, guidelines, and best practices for all jurisdictions across the State. This could include facilitating meetings with stakeholders to gather information, present recommendations, etc.

GIS Data Services- reviewing existing GIS data, developing data models, documenting data processes, recommending new processes, supporting the development of GIS data and GIS data maintenance, data maintenance planning, etc.

GIS Database Applications – Provide GIS consulting for the development of tools, solutions and applications using standard available GIS software and mapping platforms, provide for prototypes and proofs of concept, design and architecture for applications and systems, systems integrations and tools, performance testing, documentation, training, and deployment and maintenance support.

These services would be requested, if needed, and the Contractor would provide a scope for those services along with proposed cost. The Scope of Work to be mutually agreed upon between Contractor and State or MiDEAL customer would also include a schedule or due date for deliverables, acceptance criteria for all deliverables, and any preliminary requirements concerning the choice of technology or methodology, and agreement on communications and project management.

1. 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.

2. Data Format

Contractor will deliver the data in the specific format below:

ESRI File geodatabase or other formats to be agreed upon as appropriate for the type of work performed.

3. TRAINING SERVICES

The Contractor must outline if any training services will be provided as part of any scope of work if release through this contract.

4. DOCUMENTATION

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

5. ADDITIONAL PRODUCTS AND SERVICES

Reserved.

6. 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

7. 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

8. 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, if required by the project, e.g., if the Contractor will have access to federally maintained databases.

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.

9. 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

10. 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. The frequency, agenda, and scope of regular communications for the purposes of project management and communications will be proposed in the Scope of Work, and then determined/agreed to jointly at the outset of the project. The frequency will be compatible with the type of project work and the overall length of the project. Longer projects will tend to have project check-ins and progress reports at longer intervals, such as bi-weekly or monthly. Short or intensive activity projects will have check-ins and progress reporting at shorter intervals, such as weekly or even in some circumstances daily.

11. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a basis that is commensurate with the size and schedule of the project (weekly, bi-weekly, or monthly), to be agreed upon with the State's Project Manager and covering 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.

12. 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 representative milestone schedule and associated deliverables are set forth below. The following schedule will be used as a guide for the development of the project schedule and milestones. But all parties recognize that projects of varying types, such as strategic planning, data development or application development, operate on very different schedules and have different components. The project schedule that is agreed upon between the two parties at the outset of the project will guide and be the definitive contractual reference for project completion and evaluation.

13. Service Level Agreement

Service Levels can be added or agreed to during the Statement of Work process.

14. ADDITIONAL INFORMATION

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

SCHEDULE B – PRICING

Price proposals can be based on hourly rates on a Time and Materials basis, must include hourly rates that would be used to price out any task orders that are released through this contract for GIS Consulting Services. 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.

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