



STATE OF MICHIGAN PROCUREMENT
Department of Treasury
 7285 Parsons Dr.
 Dimondale, MI 48821

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **271 190000000342**
 between
THE STATE OF MICHIGAN
 and

Marshall & Swift Boeckh, LLC.
40 Pacifica, Suite 900
Irvine, CA 92618
Randy Cook
213.399.1444
rcook@corelogic.com
CV0063572

Program Manager	Kelli Sobel	TREAS
	517.241.0917	
	SobelK2@michigan.gov	
Contract Administrator	Andy Marple	TREAS
	517.636.6819	
	marplea@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/31/2019	7/30/2024	5, 1-year	7/30/2024
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,405,493.00



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Marshall and Swift/Boeckh, LLC (“**Contractor**”), a Delaware limited liability company. This Contract is effective on July 31, 2019 (“**Effective Date**”), and unless terminated, expires on July 30, 2024.

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

The parties agree as follows:

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

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

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) and not make any media releases without prior written authorization from the State(i) comply with applicable State physical and IT security policies and standards made available to Contractor described in Section 4.7 of Schedule A. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
Andy Marple 7285 Parsons Dr. Dimondale, MI 48821 marplea@michigan.gov 517.636.6819	Marshall & Swift/Boeckh, LLC Attn. Legal Department 40 Pacifica, Suite 900 Irvine, CA 92618

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Andy Marple 7285 Parsons Dr. Dimondale, MI 48821 marplea@michigan.gov 517.636.6819	Marshall & Swift/Boeckh, LLC Attn. Legal Department 40 Pacifica, Suite 900 Irvine, CA 92618

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

State:	Contractor:
Kelli Sobel 430 W. Allegan St. Lansing, MI 48922 Sobelk2@michigan.gov 517.241.0917	Marshall & Swift/Boeckh, LLC Attn. Randy Cook 40 Pacifica, Suite 900 Irvine, CA 92618 rcook@corelogic.com (213) 399-1444

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
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	Contractor must have their policy endorsed to 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed Non-Owned Automobile coverage.
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.	

Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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

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

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

7. **Reserved.**
8. **Reserved.**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Contractor is responsible for all costs associated with the requested background checks.
13. **Assignment.** Neither party may assign or transfer the Contract or any rights or obligations under this Contract without the other party's prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer of the Contract or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of the Contract by the non-assigning party. The Contract binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (d) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** The Manual and any physical media Contractor is obligated to provide to the State under this Contract are subject to inspection and review by the State within 30 calendar days of the State's receipt thereof ("**State Review Period**"). If the Manual and/or any physical media is not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Manual and/or physical media is accepted, but noted deficiencies must be corrected; or (b) the Manual and/or physical media is rejected. If the State finds material deficiencies, it may: (i) reject the Manual and/or physical media 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 under this Section, Contractor must cure, at no additional cost, the deficiency and deliver an unequivocally acceptable Manual and/or physical media to the State.

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

17. **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 becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to the Manual and any physical media Contractor is obligated to provide under this Contract, 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 Manual and/or any physical media, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Manual and/or physical media remains with Contractor. Rejected Manuals and/or physical media 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 Manuals and/or physical media.
19. **DISCLAIMER.** UNLESS OTHERWISE SET FORTH IN SCHEDULE A OR A STATEMENT OF WORK, THE SERVICES PROVIDED BY CONTRACTOR UNDER THE CONTRACT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CONTRACTOR), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. Contractor will invoice fees due under this contract on contract Effective Date and every anniversary of the Effective Date thereafter, during the five-year term of the contract. All undisputed amounts are payable within 45 days of the State's receipt of Contractor's invoice. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. When Contractor has the legal obligation to collect taxes, the appropriate amount shall be added to Contractor's invoice via a separate line item and paid by the State, unless the State provides Contractor with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

Optional printing services as set forth in Schedule A and B may be enacted at the State's sole discretion and with issuance of the State's purchase order pursuant to the fees and terms of Schedule A and B and this contract.

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

previously filed in writing on a timely basis and still disputed.

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

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.**

- a. **By the State.** 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. The State may also terminate this Contract for cause as set forth in Section 27.

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.

- b. **By Contractor.** If the State breaches the Contract and Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with written notice of breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the services provided by Contractor under the Contract, or (iii) does not cure the breach within the time period specified in a written notice of breach.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25 (Transition Responsibilities). If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, upon request by the State, Contractor must, for a period of time specified by the State (not to exceed 30 calendar days), at the

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

- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to a claim by a third party that is based on: (a) 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) attributable to gross negligence or willful misconduct by Contractor or (b) a claim that the services provided by Contractor under the Contract infringe a United States patent, copyright, or trademark. In no event may Contractor settle any claim for which it indemnifies the State under this Section 26 that requires an admission of fault by or financial contribution from the State without the State's prior, express, written approval, such approval not to be unreasonably withheld, delayed, or conditioned

The State shall notify Contractor in writing if indemnification is sought. 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 such settlement requires an admission of fault by the State or financial contribution from the State. 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.

Notwithstanding the foregoing, Contractor shall have no obligation to indemnify the State to the extent third party infringement claim arises from (i) the combination, operation or use of the services provided by Contractor under the Contract with any other software, data, products or materials not supplied by Contractor, unless: (a) the documentation or specifications refers to a combination with such software, data, products, materials or hardware (without directing the State not to perform such combination); or (b) such combination achieves functionality described in the documentation or specifications (and neither the documentation or specifications directs the State not to perform such combination); (ii) the use of the services provided by Contractor under the Contract other than as expressly provided in the Contract; (iii) the alteration or modification of services provided by Contractor under the Contract by any person other than Contractor; (iv) Contractor's compliance with the State's designs, specifications or instructions; or (v) the State's continued use of the services provided by Contractor under the Contract after Contractor has informed the State of modifications or changes to services provided by Contractor under the Contract required to avoid the third party infringement claim.

- 27. Infringement Remedies.** If, in Contractor'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, or (b) replace or modify the same so that it becomes non-infringing. The State may terminate this Contract for cause if Contractor fails to fulfill its obligations under Subsections (a) or (b) of this Section 27.

28. (a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, 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 FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY 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 DURING THE 12 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

(c) Exceptions. Subsection (b) (Limitation of Liability) above, will not apply to (i) Contractor's obligation to indemnify under Section 26 of this Contract, which indemnification obligation is limited to \$2,000,000; and ii) damages arising from either party's recklessness, bad faith, or intentional misconduct.

(d) Nothing herein will be construed to waive any law regarding sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor that would reasonably be expected to adversely and materially affect Contractor's ability to perform under the Contract.

30. **Ownership and Trademarks.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 30 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes. Contractor, its affiliates or third party licensors own and hold all right, title and interest in and to the services provided by Contractor under the Contract, including without limitation, all underlying data compilations and information, all materials related to the services provided by Contractor under the Contract and all intellectual property derived from the services provided by Contractor under the Contract, including without limitation, all patents, trademarks, copyrights and trade secrets derived from the services provided by Contractor under the Contract, notwithstanding that portions of the services provided by Contractor under the Contract may be derived in whole or in part from publicly available sources. Contractor's name, logo and all Contractor product names are trademarks or service marks of Contractor or its affiliates (collectively, the "Marks"). No right or license to use the Marks is granted under this Contract, except that the State shall have the limited right to use the Marks solely as they appear in the Contract Activities. The State shall not use the Marks in any advertising or promotional material nor shall the State disclose Contractor as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by Contractor. The State shall not remove, alter or obscure any Marks or proprietary notices contained in the Contract Activities, services, or other materials provided Contractor. For purposes of clarification, maintaining such Marks or proprietary notices in the Contract Activities, services, or other materials provided by Contractor shall not be considered by Contractor to be a disclosure by the State of Contractor as a data source. To avoid doubt, the State owns all rights pertaining to the format of the Michigan State Tax Commission Assessors Manual.

31. **Reserved.**

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. **Meaning of Confidential Information.** In the course of the Contract, each party may obtain nonpublic information from the other party that is confidential and proprietary in nature ("Confidential Information"). Such Confidential Information includes, but is not limited to, the terms of the Contract (except as otherwise required to be disclosed under applicable law), information relating to the services provided by Contractor under the Contract, information regarding a party's current, future and proposed products and services, product designs, plans and roadmaps, , trade secrets, patents, patent applications, development plans, ideas, samples, , techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents,

data, formulas, financial information, , customer lists, suppliers, , nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, whether disclosed before or after the effective date of the Contract, and any other information the receiving party knows or reasonably ought to know is confidential, proprietary, or trade secret information of the disclosing party. Confidential Information may be written or verbal. Confidential Information also includes any and all nonpublic information provided to the disclosing party by third parties.

- 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.
- 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. Exclusions to Confidentiality. The restrictions on use and disclosure of Confidential Information set forth in this Section 32 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving party or a third party without reference or access to the disclosing party's Confidential Information; or (v) is otherwise agreed upon in writing by the parties not to be subject to the restrictions set forth in Section 32.b. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 32.d. from the restrictions on use and disclosure set forth in Section 32.b.
- e. Disclosures Required by Law. The receiving party may disclose Confidential Information if required to do so as a matter of law (including under the Michigan Freedom of Information Act), regulation, subpoena or court order.
- f. 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.
- g. 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 30 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 30 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 (and Contractor's Confidential Information shall not be used for any purpose during such retention period).

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

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

Within 10 calendar days of providing notice and at a date, time, and place mutually agreed upon by the parties, the State and its authorized representatives or designees have the right to 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.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract signatory has the authority to enter into this Contract; (d) 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; (e) 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 (f) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23 (Termination for Cause).

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

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations. The State shall use the services provided by Contractor under the Contract in compliance with all applicable laws, statutes, ordinances and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 30 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 30 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 either party's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

MA 271 190000000342

Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing

SCHEDULE A STATEMENT OF WORK

BACKGROUND

Volumes I and II of the Michigan State Tax Commission Assessors Manual ("Manual") are required by statute to be used by assessors statewide in the appraisal of all types of properties for property tax assessment purposes. The main purposes of this contract is to continue to update and maintain the Manual and to grant the State certain licenses with respect to the Manual and related information.

Michigan Complied Laws (MCL) 211.10e requires:

All assessing officials, whose duty it is to assess real or personal property on which real or personal property taxes are levied by any taxing unit of the state, shall use only the official assessor's manual or any manual approved by the state tax commission, consistent with the official assessor's manual, with their latest supplements, as prepared or approved by the state tax commission as a guide in preparing assessments.

The cost schedules contained in the manuals must be updated in order to provide a reliable source of cost new estimates. Volume I contains costs related to residential and agricultural buildings. Volume II contains costs related to Commercial and Industrial buildings.

The goal is to develop and maintain cost schedules that will result in true cash values as mandated by MCL 211.27 after application of appropriate multipliers, depreciation and economic condition factors.

1. Contractor Requirements

1.1 Contract Activities. Contractor will perform the following during the term of the Contract which are part of the Contract Activities:

- a. provide the development of text for Volumes I and II of the Michigan State Tax Commission Assessors Manuals ("Manual") which will include the following: table of contents, instructions on the use of the Manual, schedules of construction costs for all types and classes of property, local cost modifiers for each County, depreciation schedules as provided by the State Tax Commission, cost indexes for real and personal property, representative color photographs of various types of construction existing in Michigan with quality designations, an index, and a glossary of appraisal and construction terms with illustrations where appropriate.
- b. A two-day, instructor-led Cost Approach content strategy best practices course to provide assessors in Michigan with the skills needed to properly apply the methodology and data found in the Manual.
- c. Three (3) consecutive days of onsite training or best practices consulting after the REBASE
- d. Provide Technical and other Support and Maintenance as provided herein or in other parts of the Contract.
- e. Provide annual updates to the Manual, including correction of errors in the data and other errors in the Manual, and provide a physical CD, or other acceptable portable physical media, containing the updates via US Mail and SFTP.
 - i. With respect to Volume I, updates include cost schedules for agricultural and residential properties
 - ii. With respect to Volume II, updates include cost schedules for commercial and industrial and supplemental [unit-in-place] cost schedules) via multipliers for existing base costs
- f. Provide access to and maintain the availability of the MSVP MI (as defined below) as set forth below. Format: Web-based; Delivery method: Local Application Programming Interface ("API")

- g. Provide standard Right-to-Integrate ("RTI") license to State approved 3rd Party Computer Assisted Mass Appraisal ("CAMA") integrators, in support of the licenses granted herein.
- h. Provide updates and corrections to the MSVP MI (as defined below), including to reflect any updates and corrections to the Manual.
- i. In Year 4 or 5 of the Contract, as determined by the State; fresh base costs via "REBASE" effort which includes research and development of:
 - i. Volume I, which includes cost schedules for agricultural and residential properties
 - ii. Volume II, which includes cost schedules for commercial and industrial and supplemental [unit-in-place] cost schedules) with fresh base costs.

1.2 System Requirements: The system requirements for the Contract Activities deliveries (including currently supported internet browsers if applicable) are available from MSB upon request. The State is solely responsible for ensuring it can meet the applicable system requirements for its proper access to and use of the Contract Activities deliveries. MSB will not support the Contract Activities deliveries with use of any third-party product that is no longer supported by its own respective manufacturer or publisher.

1.3 Optional Service--At the State's discretion- Printing of 1,600 copies of the Manual; separate pricing for this Optional Service, if required, is detailed in Schedule B – Pricing.

2. License Grant and Restrictions

2.1 Contractor License Grant to Manual. Contractor hereby grants the State of Michigan a non-exclusive, royalty-free, irrevocable, non-transferable (except as otherwise provided herein) and perpetual license to use and sublicense (to the extent provided herein) the following for assessment administration purposes:

- a. The Manual and all information, data, and cost schedules included in the Manual; no updates are included beyond the term of this Agreement.
- b. Contractor's CE7/AG™ (On CD or other acceptable portable physical media format)

The State may make the Manual, but not the Services themselves, publicly available online.

The State agrees to post the following notice on its website where the manual is made available:

The Michigan Assessor's Manual is published by the State Tax Commission of the State of Michigan. It is permitted solely for use by assessing officers employed in the State of Michigan, and solely for appraisals for the assessment of Michigan properties, for property tax purposes only. Any use of the Michigan Assessor's Manual for other purposes, including without limitation, insurance purposes, underwriting, risk management, building inspection and building permit issuance, personal property taxation, or eminent domain actions or proceedings, is strictly prohibited.

Marshall and Swift/Boeckh, LLC owns all rights in its data, cost schedules, data collection methodologies and valuation algorithms, including its content related thereto, contained in the Michigan Assessor's Manual. Any publication, reproduction, copying, electronic storage, transmission, modification, alteration or reverse engineering of Marshall and Swift/Boeckh, LLC's data, cost schedules, data collection methodologies and valuation algorithms, including its content related thereto, is strictly prohibited without the prior express written consent of Marshall and Swift/Boeckh, LLC.

Marshall and Swift/Boeckh, LLC does not represent or warrant that its data, cost schedules, data collection methodologies and valuation algorithms, including its content related thereto, is complete or free from error, and does not assume, and expressly disclaims, any liability to any person or entity for any loss or damage caused by errors or omissions in its data, cost schedules, data collection methodologies and valuation algorithms, including its content related thereto.

The notice will be displayed in a way on the State's website that it must first be clicked prior to access to the manual.

2.2 Contractor License Grant to Services. Contractor hereby grants the State of Michigan a non-exclusive, non-transferable (except as otherwise provided herein) license to use each of the following (collectively the "Services") for assessment administration purposes, including for developing the text for the Manual during the term of this Agreement:

- a. Contractor's Marshall & Swift Valuation Platform Online TM Michigan ("MSVP MI"), including Square Foot and Segregated Cost Approach Methodologies, Depreciation, Unit-in-Place Costs, and Valuation Algorithms to be included the Manual;
- b. Contractor's Square Foot Commercial / Agricultural/ Industrial (excluding heavy industrial) ("MSVP Com" TM) cost data;
- c. Contractor's Residential / Mobile Manufactured ("MSVP Res" TM) cost data;
- d. The license for MSVP MI includes MSVP Com and MSVP Res and includes, during the Term, the Right to Use (RTU) and the Right to Integrate (RTI) these with Computer Assisted Mass Appraisal ("CAMA") systems, including for purposes of developing replacement costs and depreciated values of structures and RTU Commercial Buildings/Residential Improved Parcels; and
- e. anything specifically listed in Schedule B that is not mentioned in 2.2 a-d above.

2.3 Sublicensing. The licenses granted to the State herein include the right to sublicense the right to the Services and the Manual to third party software providers for the sole purpose of integrating the Manual (and the information in and pertaining to the Manual listed herein) into Computer Assisted Mass Appraisals ("CAMA") software or mass appraisal platforms for access and use by local units of government that are within the State of Michigan for use consistent with this Contract.

2.4 License Restrictions. The State will not modify, reverse engineer, reverse assemble, or disassemble anything to which it is granted a license under this Contract. Except as provided in this Contract, the State will not copy, reproduce, or otherwise duplicate anything to which it is granted a license under this Contract. Further, except as otherwise provided in this Contract, the State will use the Manual and licenses granted herein solely for governmental purposes, including assessment administration purposes that include generating appraisal or assessment valuations in connection with real property in the State of Michigan, and not for insurance underwriting, telephone estimating, insurance claims processing or inspection purposes.

3. Delivery and Acceptance

3.1 Delivery

Delivery Dates – Full Contract Term

April 1 of each year of the Term and any extension thereof – the new versions of Items 3-8 as listed under Schedule B - Pricing

Delivery Dates – Year 1

All changes and corrections, including but not limited to County multipliers, must be completed by November 1

Delivery Dates – Years 2 & 3

All changes and corrections, including but not limited to County multipliers, must be completed by September 1.

Delivery Dates – Years 4 & 5

All changes and corrections, including but not limited to County multipliers, by November 1

3.2 Service Level Agreement/Credits

The parties agree that time is of the essence and Contract Activities in a physical or digital form must be provided by the dates listed in Section 3.1. Failure to meet these dates will result in a service level credit of \$500.00 per day until remedied. Administration of the service level credit is at the sole discretion of the State. The State may deduct the service level credit from the invoice following the accumulation of the service level credit.

3.3. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

Acceptance shall be determined by the Program Manager as Contract Activities are completed and signed off on by the State Tax Commission (STC). The Program Manager will provide sign off without undue delay and consistent with Section 16 of the State of Michigan Standard Contract Terms.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint 3 individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

1) Randy Cook – Sr. Professional Account Executive

Contact: (213)399-1444

Email: rcook@corelogic.com

Responsible for the overall account including all business-related items (i.e. contract, licensing, invoicing, orders, etc.).

2) Ashley Books - Professional, Client Implementation Services

Contact: (262)798-3636

Email: abooks@corelogic.com

Responsible for the operational side of the relationship (i.e. deliverables, service, support, integration, implementation, etc.).

3) Joseph Hurley – Sr. Professional Product Management

Contact: (262) 798-3691

Email: jhurley@corelogic.com

Responsible for product development

The Contractor must notify the Contract Administrator of any change to a Contractor Representative 30 calendar days before, if feasible for Contractor, but not later than 14 days after any change (if such change is due to unforeseen circumstances). Thereafter Contractor must promptly notify the Contract Administrator when assigning a new Contractor Representative.

4.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Toll free 800-544-2678 – Customer Service and Technical Support

7:00 a.m. to 7:00 p.m. Central Time (C.S.T.), Monday – Friday

8:00 a.m. to 5:00 p.m. Central Time (C.S.T.), Saturday-Sunday

4.3. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

4.4. Key Personnel

The Contractor must appoint 1 individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 6 hours during normal working hours as specified under Section 4.3.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that

an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

Randy Cook, Senior Professional Account Executive since 08/19/2002

Randy has been with CoreLogic (fka Marshall & Swift) for over sixteen years specializing in State & Local Govt data & solution licensing. Randy works very closely with the majority of Assessment jurisdictions across the US & Canada. During his tenure, Randy has developed and grown a network of many great relationships with Assessors and third-party Computer Assisted Mass Appraisal (CAMA) providers serving the Assessment Ad Valorem community. Randy is also a California State Licensed & Bonded General B Contractor with HIC Certificate Specializing in Residential and Industrial/Commercial Wireless Sites. He is a results-oriented, hands-on construction and development professional with twenty-eight years construction knowledge and experience in all facets of the industry, especially in Residential and Industrial/Commercial Construction, from single-family dwellings to mixed use development-Wireless Cell Site Construction. At CoreLogic, Randy's position directly generates revenue by licensing products, solutions, and services to new and current users within an assigned territory through direct, face-to-face contact.

4.5. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors upon request by the State. Such organizational structure shall be treated by the State as Confidential Information.

4.6. Subcontractors No subcontractors will be used for this Contract.

4.7. Security

The Contractor will be subject the following security procedures:

- a. **Background Checks** - On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for Michigan Criminal History information or an FD-258 Fingerprint Card for a FBI Identification Record request. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.
- b. **Security Breach Notification** - If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as

provided for by the Contract immediately of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

5. Project Management

5.1. Project Plan

- A. Contractor will carry out this project under the direction and control of the Program Manager. Although there will be continuous liaison with the Contractor team, the Program Manager will meet as requested by the Program Manager, with the Contractor's Key Personnel for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- B. Contractor and State will mutually agree upon a final project plan after project kick-off.
- C. Within thirty (30) working days of the Contract effective date, the Contractor must submit to the Program Manager for final approval a detailed project plan, and must include the following:
 - a. The Contractor's project organizational structure.
 - b. The Contractor's staffing table with names and title of personnel assigned to the project.
 - i) This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - ii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

5.2. Meetings

The Contractor must attend the following meetings:

The State may request meetings with Contractor, as it deems appropriate.

5.3. Reporting

The Contractor must submit, to the Program Manager, ad hoc reports as needed.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract, extension terms or optional services will be a State issued Purchase Order (PO) or Delivery Order (DO) issued via the SIGMA system pursuant to the fees and terms of Schedule A and B and this contract.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid. All invoices must be emailed to Treas_FADInvoices@michigan.gov. Contractor will invoice fees due under this contract on contract Effective Date and every anniversary of the Effective Date thereafter, during the term of the contract.

7.2. Payment Methods

The State will make payment for Contract Activities via EFT.

STATE OF MICHIGAN

MA 271 190000000342

Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing

SCHEDULE B PRICING

	Year 1	Year 2	Year 3	Year 4	Year 5
<p>Michigan state mass appraisal Fee includes:</p> <ol style="list-style-type: none"> 1. Right-to-Use (RTU) annual license 2. Right-to-Integrate (RTI) annual license 3. Marshall & Swift Valuation Platform™ Commercial Michigan ("MSVPCommMI"); Delivery: Local API 4. Marshall & Swift Valuation Platform™ Residential Michigan ("MSVP Res MI") Delivery: Local API 5. Marshall & Swift Valuation Platform™ Online Commercial Michigan ("MSVPO Comm MI") (once available and subject to System requirements as set forth in this Schedule A); Delivery: Web-based 6. Marshall & Swift Valuation Platform™ Online Residential Michigan ("MSVPO Res MI") (once available and subject to System requirements as set forth in this Schedule A); Delivery: Web-based <p>other acceptable portable physical media format) Commercial Estimator 7/ Agricultural Estimator ("CE7/AG")</p> <p>8. MSVP Com™ and MSVP Res™:</p> <p>MSVP was formerly known as "MVP" and includes standard updates</p>	Included	Included	Included	Included	Included
<p>Professional Services</p> <p>All Years: Continued annual maintenance, support, updates of:</p> <p>State of Michigan Custom Manuals:</p> <ol style="list-style-type: none"> 1. Volume I includes cost schedules for agricultural and residential properties 2. Volume II includes cost schedules for commercial and industrial and supplemental [unit-in-place] cost schedules) <p>Format: Physical-CD or other acceptable portable physical media format Delivery: US Mail & SFTP</p> <p>Year 4: Fresh base costs via "REBASE" effort in year 4 or year 5 with updates of:</p> <ol style="list-style-type: none"> 1. Volume I includes cost schedules for agricultural and residential properties 	Included	Included	Included	Included	Included

2. Volume II includes cost schedules for commercial and industrial and supplemental [unit-in-place] cost schedules) Format: Electronic and hardcopies Delivery: US Mail & SFTP					
Content Strategy/Training (Onsite) Three (3) consecutive days of onsite training via content st needed.	NA	NA	NA	Included	NA
Shipping & Handling (US Mail) All Years: Electronic Manual updates, multipliers, and MS updates Year 4: REBASE includes Electronic Manual, five (5) proof copies and two (2) printer reproducible copies	Included	Included	Included	Included	Included
TOTAL FEES	\$204,458.00	\$212,458.00	\$219,459.00	\$226,459.00	\$234,459.00

Optional Printing Services: State of Michigan Custom Manuals Volume I and Volume II

Pricing below is optional and at the State’s sole discretion. The State will provide MSB with a Purchase Order (PO) or Delivery Order (DO) issued via the SIGMA system pursuant to Section 6.1 of Schedule A if the Optional Printing Services are desired. State to provide at least a sixty (60) day advanced written notice if these optional printing services are desired.

The Fees below are in addition to fees for the Contract Activities deliverables under this contract and are based on bulk orders with minimum quantities as reflected below. Optional Printing Services Print Fees are valid for sixty (60) months from contract Effective Date.

For quantities other than the minimum required, please contact the Contractor Account Executive for proposal.

Color Printing	Minimum Quantity	Per Unit	Total Print Fees
State of Michigan Custom Manual Volume I (Residential) (contains costs related to residential and agricultural buildings)	1,600	\$60.38	\$96,600.00
State of Michigan Custom Manual Volume II (Commercial) (contains costs related to commercial and industrial buildings)	1,600	\$132.25	\$211,600.00
Total			\$308,200.00

Black & White Printing	Minimum Quantity	Per Unit	Total Print Fees
State of Michigan Custom Manual Volume I (Residential) (contains costs related to residential and agricultural buildings)	1,600	\$49.50	\$79,200.00
State of Michigan Custom Manual Volume II (Commercial) (contains costs related to commercial and industrial buildings)	1,600	\$108.13	\$173,000.00
Total			\$252,200.00



STATE OF MICHIGAN PROCUREMENT

Department of Treasury

7285 Parsons Dr.
Dimondale, MI 48821

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 271 19000000342

CONTRACTOR	Marshall & Swift Boeckh, LLC.
	40 Pacifica, Suite 900
	Irvine, CA 92618
	Randy Cook
	213.399.1444
	rcook@corelogic.com
	CV0063572

STATE	Program Manager	Will Gast	TREAS
		989.640.1322	
	gastw@michigan.gov		
	Contract Administrator	Andy Marple	TREAS
517.636.6819			
marplea@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/31/2019	7/30/2024	5, 1-year	7/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,405,493.00		\$0.00	\$1,405,493.00	
DESCRIPTION: Effectively immediately, updating the Treasury Program Manager to Will Gast.				



STATE OF MICHIGAN PROCUREMENT

Department of Treasury

7285 Parsons Dr.
Dimondale, MI 48821

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 271 190000000342

CONTRACTOR	Marshall & Swift/Boeckh, LLC
	40 Pacifica, Suite 900
	Irvine, CA 92618
	Randy Cook
	213.399.1444
	rcook@corelogic.com
	CV0063572

STATE	Program Manager	Will Gast	TREAS
		989.640.1322	
	gastw@michigan.gov		
	Contract Administrator	Lance Kingsbury	TREAS
517.614.6458			
kingsburyL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/31/2019	7/30/2024	5, 1-year	7/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		7/30/2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,405,493.00		\$243,837.00	\$1,649,330.00	
DESCRIPTION: Effective July 30, 2024, a one-year option is hereby exercised on this contract to now expire on July 30, 2025, and additional funds of \$243,837.00 are hereby added.				
All other terms, conditions, pricing and requirements remain the same.				



STATE OF MICHIGAN PROCUREMENT

Department of Treasury

7285 Parsons Dr.
Dimondale, MI 48821

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 271 19000000342

CONTRACTOR	Marshall & Swift/Boeckh, LLC
	40 Pacifica, Suite 900
	Irvine, CA 92618
	Randy Cook
	213.399.1444
	rcook@corelogic.com
	CV0063572

STATE	Program Manager	Will Gast	TREAS
		989.640.1322	
	gastw@michigan.gov		
	Contract Administrator	Lance Kingsbury	TREAS
517.614.6458			
kingsburyL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Michigan State Tax Commission Assessors Manuals, Volumes I and II, and licensing				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/31/2019	7/30/2024	5, 1-year	7/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	4 years	<input type="checkbox"/>		7/30/2029
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,649,330.00		\$1,076,864.00	\$2,726,194.00	
DESCRIPTION: Effective July 30, 2025, four one-year options are hereby exercised on this contract to now expire on July 30, 2029, and additional funds of \$1,076,864.00 are hereby added.				
All other terms, conditions, pricing and requirements remain the same.				