

# PROPOSAL INSTRUCTIONS

Department of Technology, Management and Budget—Procurement

MiConnect Maintenance & Operations

## Request for Proposal No. 260000002346

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**This is a Request for Proposal (RFP) for:**

**Procuring a contractor managed team of technically skilled personnel to deliver IT professional services that will work under the direction of the DTMB Agency Services staff in supporting ongoing MiConnect Solution maintenance, support, and operations activities.**

### Solicitation Timeline

| Event                                                                                                                                        | Time              | Date                      |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------|
| Solicitation issue date                                                                                                                      | N/A               | Friday, July 10, 2026     |
| Deadline for bidders to submit questions about this Solicitation                                                                             | 3:00 p.m. Eastern | Friday, July 31, 2026     |
| Anticipated date the State will post answers to bidder questions on <a href="http://www.michigan.gov/SIGMAVSS">www.michigan.gov/SIGMAVSS</a> | 3:00 p.m. Eastern | Friday, August 7, 2026    |
| Proposal deadline*                                                                                                                           | 3:00 p.m. Eastern | Friday, September 4, 2026 |
| Anticipated contract begin date                                                                                                              | N/A               | Monday, May 3, 2027       |

**\*A bidder's proposal received at 3:00:01 p.m. Eastern is late and subject to disqualification.**

This Solicitation is subject to change. Check [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) for current information.

**RESPONSE REQUIREMENT: Download this RFP Word document, insert responses directly into the locations provided, referencing any external attachments, save under a new name and upload with any attachments. DO NOT BREAK UP SOLICITATION. Please upload completed Pricing Schedule separately.**

**1. PROPOSAL PREPARATION.** The State recommends reading **all** Solicitation materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the Solicitation within the proposal. Include the bidder's company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State. Proposals received by the State may be posted on the State's publicly available website after bidders are notified of the award recommendation.**

Solicitation Structure and Documentation

| Document                                             | Description                                                                                               | Bidder Response Instructions                                                                                                                           |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cover Page</b>                                    | Provides Solicitation title and number, important dates, and contact information for Solicitation Manager | Informational                                                                                                                                          |
| <b>Proposal Instructions</b>                         | Provides Solicitation instructions to bidders                                                             | Informational                                                                                                                                          |
| <b>Confidential Treatment Form</b>                   | Required verification on whether bidder's proposal contains confidential information                      | Bidder must complete and submit by proposal deadline                                                                                                   |
| <b>Vendor Questions Worksheet</b>                    | Questions to bidders on background and experience                                                         | Bidder must complete and submit by proposal deadline                                                                                                   |
| <b>Attachment 1, Resume Templates</b>                | Key Personnel Resume Templates for positions listed in the Statement of Work.                             | Bidder must complete and submit by proposal deadline                                                                                                   |
| <b>IT Professional Services Terms and Conditions</b> | This document provides the Contract Terms for any contract awarded from this solicitation                 | Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by the proposal deadline. |

|                                                                  |                                                                                                               |                                                                                                                                                        |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Schedule A – Statement of Work</b>                            | Statement of Work details                                                                                     | Bidder must complete and submit by proposal deadline                                                                                                   |
| <b>Schedule B – Pricing</b>                                      | Pricing for goods and services sought by the State through this Solicitation                                  | Bidder must complete and submit by proposal deadline                                                                                                   |
| <b>Schedule C – Insurance</b>                                    | This document provides the Contract Insurance Requirements for any contract awarded from this solicitation.   | Deemed accepted by Bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by the proposal deadline. |
| <b>Schedule D - Service Level Agreement</b>                      | This document provides the Service Level Agreement for any contract awarded from this solicitation.           | Deemed accepted by Bidder unless written exceptions in accordance with the <b>Evaluation Section</b> are provided to State with Bidder's proposal.     |
| <b>Schedule E – Data Security Requirements</b>                   | This document provides the Data Security Requirements for any contract awarded from this solicitation.        | Deemed accepted by Bidder unless written exceptions in accordance with the <b>Evaluation Section</b> are provided to State with Bidder's proposal.     |
| <b>Schedule F – Transition In and Out Plan</b>                   | This document provides the Transition in and Out Plan from the Contractor for any contract awarded from this. | To be provided by Bidders and subject to negotiation.                                                                                                  |
| <b>Schedule G - Federal Provision Addendum</b>                   | The document provides federally required provisions when federal funds are used for the procurement.          | Informational                                                                                                                                          |
| <b>Schedule G, Attachment 1 Byrd Anti-Lobbying Certification</b> | Limitation on Payments to Influence Certain Federal Transactions                                              | To be completed by Bidders                                                                                                                             |

**2. CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this Solicitation is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this Solicitation may result in Bidder disqualification.

**3. PRE-PROPOSAL MEETING** - Reserved

**4. MODIFICATIONS.** The State may modify the Solicitation any time. Modifications will be posted on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) . This is the only method by which the Solicitation may be modified.

**5. QUESTIONS.** Bidder questions about this Solicitation must be **emailed to the Solicitation Manager no later than the time and date specified on the Cover Page**. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS). Submit questions using the format below; a Microsoft Excel format or similar is suggested.

| Q # | Document and Section | Page # | Bidder Question |
|-----|----------------------|--------|-----------------|
|     |                      |        |                 |

## 6. DELIVERY OF PROPOSAL.

**Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS). The price proposal should be saved separately from all other proposal documents.** The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Attachment file size is limited to 6 MB per document. Bidder's failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. Do not wait until the last minute to submit a proposal, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA VSS system will not allow a proposal to be submitted after the proposal deadline identified in the solicitation Closing On/Closing Date fields (Summary view/Detail view), even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling (517) 284-0540 or (888) 734-9749. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments on the day of the proposal deadline. Responsibility for a complete submission lies with the bidder. Note that all documents and information submitted in any manner as part of a proposal will become public record immediately upon receipt by the State. Proposals received may be posted by the State on the State's publicly available website after bidders are notified of the award recommendation.

## 7. RESERVED

**8. EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

|    | Technical Criteria Name                           | Weight |
|----|---------------------------------------------------|--------|
| 1. | Vendor Question Worksheet – Excluding Experiences | 6      |
| 2. | Vendor Question Worksheet – Experiences Only      | 25     |
| 3. | Resume Templates                                  | 24     |
| 4. | SOW – Staffing Plan Only                          | 25     |
| 5. | SOW – Excluding Staffing Plan                     | 10     |
| 6. | Transition In / Out Plan                          | 10     |
|    | Total                                             | 100    |

Proposals receiving 80 or more evaluation points will have pricing evaluated and be considered for award.

The State may utilize all Bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State's evaluation will include consideration of a bidder's qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).

The State strongly encourages strict adherence to the Contract Terms and Schedules. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms and Schedules. Nevertheless, the Bidder must submit any and all proposed changes to the Contract Terms and Schedules in tracked changes (i.e., visible edits) with an explanation of the Bidder's need for each proposed change. Failure to include track changes with an explanation of the Bidder's need for the proposed change constitutes the Bidder's acceptance of the Contract Terms and Schedules. State may choose not to accept redlines proposed by Bidders after the initial bid submission and Bidders who fail to submit redlines with their initial submission may be disqualified. Volume and type of changes may impact evaluation scores. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions or extensive redlines, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification.

☐ Bidder understands that proposed changes may affect the evaluation score and may be considered non-responsive.

The State may, but is not required to, conduct an on-site visit to tour and inspect the Bidder's facilities, require an oral presentation of the Bidder's proposal, attend a proof of concept meeting, conduct interviews with Bidders, or request additional price concessions at any point during the evaluation process.



The State may deduct points or reject a proposal if the Bidder fails to demonstrate to the State's satisfaction the viability or functionality of the goods or services at the proof of concept meeting, on-site visit tour, oral presentations, or during Bidder interviews.

**9. NOTICE OF DEFICIENCY.** The State reserves the right to issue a **Notice of Deficiency** to Bidders if the State determines after the proposal deadline that a portion of the Solicitation was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

**10. CLARIFICATION REQUEST.** The State reserves the right to issue a **Clarification Request** to a Bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.

**11. RESERVATIONS.** The State reserves the rights, including, but not limited to:

- a. Disqualify a Bidder for failure to follow these instructions.
- b. Discontinue the solicitation process at any time for any or no reason. The issuance of a solicitation, your preparation and submission of a proposal, and the State's subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the solicitation are met.
- c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
- d. Consider an otherwise disqualified proposal, if no other proposals are received.
- e. Disqualify a proposal based on: (i) information provided by the Bidder in response to this solicitation; (2) the Bidder's failure to complete registration on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS); or (3) if it is determined that a Bidder purposely or willfully submitted false or misleading information in response to the solicitation.
- f. Consider prior performance with the State in making its award decision.
- g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
- h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
- i. Refuse to award a contract to any Bidder that has failed to pay State taxes or has outstanding debt with the State.
- j. Enter into negotiations with one or more Bidders on price, terms, technical requirements, or other deliverables.
- k. Award multiple, optional-use contracts, or award by Contract Activity.

I. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document, if the State receives only one proposal.

**12. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible Bidder who offers the best value to the State, as determined by the State. Best value will be determined by the Bidder meeting the minimum point threshold and offering the best combination of the factors stated in the **Evaluation Process** section of this document, and price, as demonstrated by the proposal. The State will post an **Award Recommendation and Evaluation Synopsis** on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) or in the manner it was originally published.

**13. DEBRIEF MEETINGS AND PROTEST.** The State will post an **Award Recommendation and Evaluation Synopsis**, which will provide instructions on how to request a debrief meeting.

The State will post an **Award Recommendation and Evaluation Synopsis**, which will provide instructions on how to request a debrief meeting.

If you wish to initiate a protest of the award, you must submit your written protest electronically at [BidProtest-DTMB@michigan.gov](mailto:BidProtest-DTMB@michigan.gov) no later than 5:00 p.m. Eastern, 10 business days after posting the **Award Recommendation and Evaluation Synopsis** on SIGMA VSS. The State reserves the right to adjust this timing and will publish any change on the SIGMA VSS system.

Additional information about the protest process is available at [DTMB - Programs and Policies \(michigan.gov\)](http://DTMB-Programs and Policies (michigan.gov)) under the “Bidder Protests” link.

**14. STATE ADMINISTRATIVE BOARD.** Contracts equal to \$250,000 or greater require approval by the State Administrative Board. The State Administrative Board’s decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.

**15. GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a Bidder participating in this solicitation. The Bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the Bidder, the State may, at its option, incorporate any part of the Bidder’s proposal into a contract. This solicitation is not an offer to enter into a contract. This solicitation may not provide a complete statement of the State’s environment or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted via [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) are the State’s property.

**16. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT.** As a public record, all portions of the bidder’s proposal and resulting contract are subject to disclosure as required under Michigan’s Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing “a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902,” are exempt from disclosure under FOIA. In addition, “financial or proprietary information” submitted with a bidder’s proposal is exempt from disclosure under FOIA. **A bidder’s failure to comply with this Section is grounds for rejecting a bidder’s**

**proposal as non-responsive.** As a part of its proposal, each bidder must follow the procedure below.

**a. SUBMIT A COMPLETED “CONFIDENTIAL TREATMENT FORM” (CT FORM) WITH YOUR BID.** Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the proposal may be publicly disclosed in its entirety without redaction after an award recommendation.**

- i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
- ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy.”
- iii. Failure to complete and sign a CT Form may result in disqualification of the bidder. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation.

**b. FOIA REQUESTS.** If a FOIA request is made for a bidder’s proposal, the Public Copy may be distributed to the public along with the bidder’s CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.

**c. NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.

**d. FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.

**e.** Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.

**f.** Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder’s proposal submitted under this

Solicitation. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against 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 any FOIA request, including potential litigation and appeals, related to the portion of bidder's proposal submitted under this Solicitation that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. 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, or any portion thereof, if the State deems necessary. Bidder 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. If a State employee, official, or law is involved or challenged, the State may 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.

## CONFIDENTIAL TREATMENT FORM

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**INSTRUCTIONS.** Bidder must complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. **Do not complete both sections.** This CT Form must be signed by the individual who signed the bidder's proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form Instructions, the proposal, in its entirety, will be treated as a "Public Copy" and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation. See the Confidential Treatment Form and The Freedom of Information Act (FOIA) sections of the *Proposal Instructions* for additional information.

### Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2. CONFIDENTIAL TREATMENT IS REQUESTED.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

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Solicitation Number

---

Solicitation Title

---

Signature

---

Date

---

Printed Name, Title, Company

**Section 2. CONFIDENTIAL TREATMENT IS REQUESTED**

This section must be completed, signed, and submitted with the proposal if bidder requests confidential treatment of any material contained in the proposal. Submission of a completed CT Form is required to request confidential treatment. **If this section is completed, do not complete Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED.**

Provide the information in the table below. Bidder may add rows or additional pages using the same format shown in the table. Bidder must specifically identify the information to be protected as confidential and state the reasons why protection is necessary.

The CT Form will not be considered fully complete unless, for each confidentiality request, the bidder: (1) identifies the Proposal Page #, Section #, and Paragraph #, (2) identifies whether the material is a Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI), and (3) explains the specific legal grounds that support treatment of the material as TS, FI, or PI. Bidders must provide a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite to an applicable exemption or case name. Bidders must also provide the contact information for the person at their organization authorized to respond to inquiries by the State concerning the material.

Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy”.

| Proposal Page #,<br>Section #, Paragraph | (2)<br>Material is Trade Secret (TS),<br>Proprietary Financial<br>Information (FI), Proprietary<br>Information (PI) | (3)<br>Applicable FOIA<br>Exemption with<br>Written Justification | (4)<br>Bidder Contact<br>Information |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------|
|                                          |                                                                                                                     |                                                                   |                                      |

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.

\_\_\_\_\_  
 Solicitation Number

\_\_\_\_\_  
 Solicitation Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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Printed Name, Title, Company

## VENDOR QUESTIONS WORKSHEET

Provide a detailed response to each question. “You” and “company” refers to the bidder.

| Information Sought                                                                                                                                                                                                                                               | Bidder Response |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>1. Contact Information</b>                                                                                                                                                                                                                                    |                 |
| <b>Bidder’s sole contact person during the Solicitation process. Include name, title, address, email, and phone number.</b>                                                                                                                                      |                 |
| <b>Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number and vendor customer code in SIGMA VSS.</b>                                                                                                      |                 |
| <b>2. Company Background Information</b>                                                                                                                                                                                                                         |                 |
| <b>Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.</b>                                                                                                                                           |                 |
| <b>What state was the company formed in?</b>                                                                                                                                                                                                                     |                 |
| <b>Phone number.</b>                                                                                                                                                                                                                                             |                 |
| <b>Website address.</b>                                                                                                                                                                                                                                          |                 |
| <b>Number of years in business.</b>                                                                                                                                                                                                                              |                 |
| <b>Number of employees.</b>                                                                                                                                                                                                                                      |                 |
| <b>Legal business name and address of parent company, if any.</b>                                                                                                                                                                                                |                 |
| <b>Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company.</b> |                 |
| <b>Discuss your company’s history. Has growth been organic, through mergers and acquisitions, or both?</b>                                                                                                                                                       |                 |
| <b>Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation.</b>                                            |                 |

| Information Sought                                                                                                                                                                                                                                                                                                                                                                                 | Bidder Response |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction.                                                                                                                                                                                                              |                 |
| Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.                                                                                                                                    |                 |
| State your gross annual sales for each of the last 5 years.<br><br>If receiving a contract under this Solicitation will increase your gross revenue by more than 25% from last year's sales, explain how the company will scale-up to manage this increase.                                                                                                                                        |                 |
| Describe partnerships and strategic relationships you think will bring significant value to the State.                                                                                                                                                                                                                                                                                             |                 |
| State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this Solicitation.                                                                                                                                                                                                                               |                 |
| Bidder affirms that any business types identified on its SIGMA VSS profile, including those eligible for <a href="#">Geographically Disadvantaged Business Enterprise (GDBE)</a> and <a href="#">Michigan Supplier Community Program (MiSC)</a> , are valid.                                                                                                                                       | Choose an item. |
| <b>3. Qualified Disabled Veteran/Service-Disabled Veteran-Owned Business Program</b>                                                                                                                                                                                                                                                                                                               |                 |
| Under <a href="#">MCL 18.1261</a> , a “qualified disabled veteran” means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A “service-connected disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran? | Choose an item. |

| Information Sought                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Bidder Response                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>To demonstrate qualification as a qualified disabled veteran, you must provide:</b></p> <p><b>(a) Proof of service and conditions of discharge (DD214 or equivalent);</b></p> <p><b>(b) Proof of service-connected disability (DD214 if the disability was documented at discharge or Veterans Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and</b></p> <p><b>(c) Legal documents setting forth the ownership of the business entity.</b></p> <p><b>In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.</b></p> | <p>Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran.</p>                                                                                                                                                                                          |
| <p><b>4. Participation in Solicitation Development or Evaluation</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                  |
| <p><b>Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third-party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.</b></p>                      | <p>Choose an item.</p> <p>If you enter "YES", you are not eligible for contract award or to work as a subcontractor for the awarded Contractor.</p>                                                                                                                                                              |
| <p><b>If you are awarded a contract under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation?</b></p>                                                                                                                                                                                                                                                                                                                                                                                               | <p>Choose an item.</p> <p>If you enter "YES," you are not eligible for contract award. An awarded Contractor may not partner or subcontract with anyone to provide goods and services required under a resulting contract if that subcontractor or partner assisted in the development of this solicitation.</p> |
| <p><b>Will your company, or an employee, agent, or representative of your company, participate in the</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Choose an item.</p>                                                                                                                                                                                                                                                                                           |

| Information Sought                                                                                                                                                                                                     | Bidder Response                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>evaluation of the proposals received in response to this Solicitation?</b>                                                                                                                                          | If you enter "YES", you are not eligible for contract award or to work as a subcontractor for the awarded Contractor. |
| <b>5. State of Michigan Experience and Prior Experience</b>                                                                                                                                                            |                                                                                                                       |
| <b>Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last 10 years.</b> |                                                                                                                       |
| <b>Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this Solicitation.</b>                 |                                                                                                                       |
| <b>Experience 1</b>                                                                                                                                                                                                    |                                                                                                                       |
| <b>Company name.</b><br><b>Contact name.</b><br><b>Contact role at time of project.</b><br><b>Contact phone.</b><br><b>Contact email.</b>                                                                              |                                                                                                                       |
| <b>City.</b><br><b>State.</b><br><b>Zip.</b>                                                                                                                                                                           |                                                                                                                       |
| <b>1. Project name and description of the scope of the project.</b><br><b>2. What role did your company play?</b><br><b>3. How is this project experience relevant to the subject of this Solicitation?</b>            |                                                                                                                       |
| <b>Dollar value.</b>                                                                                                                                                                                                   |                                                                                                                       |
| <b>Start and end date (mm/yy – mm/yy)</b>                                                                                                                                                                              |                                                                                                                       |
| <b>Status (completed, live, other – specify phase)</b>                                                                                                                                                                 |                                                                                                                       |
| <b>Results obtained.</b>                                                                                                                                                                                               |                                                                                                                       |
| <b>Experience 2</b>                                                                                                                                                                                                    |                                                                                                                       |
| <b>Company name.</b>                                                                                                                                                                                                   |                                                                                                                       |

| Information Sought                                                                                                                                                                                          | Bidder Response |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Contact name.</b><br><b>Contact role at time of project.</b><br><b>Contact phone.</b><br><b>Contact email.</b>                                                                                           |                 |
| <b>City.</b><br><b>State.</b><br><b>Zip.</b>                                                                                                                                                                |                 |
| <b>1. Project name and description of the scope of the project.</b><br><b>2. What role did your company play?</b><br><b>3. How is this project experience relevant to the subject of this Solicitation?</b> |                 |
| <b>Dollar value.</b>                                                                                                                                                                                        |                 |
| <b>Start and end date (mm/yy – mm/yy)</b>                                                                                                                                                                   |                 |
| <b>Status (completed, live, other – specify phase)</b>                                                                                                                                                      |                 |
| <b>Results obtained.</b>                                                                                                                                                                                    |                 |
| <b>Experience 3</b>                                                                                                                                                                                         |                 |
| <b>Company name.</b><br><b>Contact name.</b><br><b>Contact role at time of project.</b><br><b>Contact phone.</b><br><b>Contact email.</b>                                                                   |                 |
| <b>City.</b><br><b>State.</b><br><b>Zip.</b>                                                                                                                                                                |                 |
| <b>1. Project name and description of the scope of the project.</b><br><b>2. What role did your company play?</b><br><b>3. How is this project experience relevant to the subject of this Solicitation?</b> |                 |
| <b>Dollar value.</b>                                                                                                                                                                                        |                 |

| Information Sought                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Bidder Response |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Start and end date (mm/yy – mm/yy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| Status (completed, live, other – specify phase)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
| Results obtained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| <b>6. Standard Contract Terms</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with Bidder's proposal. Any acceptance to the Contract terms confirms your organizations agreement, if awarded a Contract, and thus cannot be further edited or negotiated. Having any further exceptions to the Contract terms, at time of Contract negotiations, may be cause for disqualification. |                 |
| Bidder must include all persons who reviewed or edited the Contract terms, and their applicable role and title within your organization.                                                                                                                                                                                                                                                                                                                                                                     |                 |
| <b>7. Insurance Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |
| Bidder must affirm agreement with the attached Schedule C (Insurance Requirements). If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with the Bidder's proposal.                                                                                                                                                                                                                                                      | Choose an item. |
| <b>8. Michigan Economic Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| Number of employees currently employed at locations within the State of Michigan.                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| Number of additional employees to be employed at locations within the State of Michigan if awarded this Contract (if any)                                                                                                                                                                                                                                                                                                                                                                                    |                 |
| Minimum wage paid to employees employed at locations within the State of Michigan.                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |
| Average wage paid to employees employed at locations within the State of Michigan.                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |

| Information Sought                                                                                                                                                                                                                                                                                                                                                                                                                                            | Bidder Response |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Percentage of employees employed at locations within the State of Michigan that are covered by employer-provided health insurance.                                                                                                                                                                                                                                                                                                                            |                 |
| <b>9. Labor, Antidiscrimination and Environmental Laws Compliance</b>                                                                                                                                                                                                                                                                                                                                                                                         |                 |
| Bidder must disclose any violations of state or federal labor, antidiscrimination and employment laws and regulations received within the past five years.                                                                                                                                                                                                                                                                                                    |                 |
| Bidder must disclose any violations of state or federal environmental laws and regulations received within the past five years.                                                                                                                                                                                                                                                                                                                               |                 |
| <b>10. Supplier Diversity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
| Does your company have a supplier diversity program or training?                                                                                                                                                                                                                                                                                                                                                                                              | Choose an item. |
| Bidder agrees that if Bidder is awarded a contract with a dollar amount of \$500,000 or greater from this Solicitation, Bidder shall provide a copy of their current EEO-1 demographic report provided that Bidder meets Federal requirements to file an EEO-1 report.                                                                                                                                                                                        | Choose an item. |
| <b>11. Other</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
| Classification of Employees. I certify that the company has properly classified its employees in accordance with federal/state labor and employment laws.                                                                                                                                                                                                                                                                                                     | Choose an item. |
| Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.                                                                                                                                                                                                                                                   | Choose an item. |
| Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the | Choose an item. |

| Information Sought                                                                                                                                                                                                                                        | Bidder Response |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company's owners and remitted the tax to the Michigan Department of Treasury.                                    |                 |
| Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.                                                                                                             | Choose an item. |
| Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.                                                                                                             | Choose an item. |
| Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.                                                                                                             | Choose an item. |
| SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.                                                                                   | Choose an item. |
| Authorization to Verify Information Provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate. | Choose an item. |
| <b>12. Response to State Requests</b>                                                                                                                                                                                                                     |                 |
| Bidder agrees to respond, by established deadlines, to all requests from the State including but not limited to, clarification requests, notices of deficiency, and proposed changes to Contract Terms.                                                   | Choose an item. |



## ATTACHMENT 1, RESUME TEMPLATES

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The Contractor must complete the Résumé Template(s) for the Key Personnel provided in this attachment below. **Résumés for personnel should not exceed three (3) pages each in length.**

Résumés for key personnel must include relevant skills, experience, and references.

It is acceptable for one person to fill multiple key positions for this project. However, a key résumé template must be completed for each key position to demonstrate that the required skills and experience are met and the proposal must demonstrate that the individual is assigned to the project for sufficient hours to meet the requirements of all roles for which they have been designated.

The State may evaluate such criteria as time spent by the personnel directly supporting similar solutions, and comparable size, scope and complexity of implementations accomplished.

The Contractor must submit a Letter of Commitment for key personnel who will be assigned to the Contract, signed by the identified resource, stating their commitment to work for the Contractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another State project the Contractor must provide a letter signed by the State Program Manager releasing the individual from the other project upon execution of the Contract.

**Contractor Project Manager**

|                                                                                                                                                                                                                                  |                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                            |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Project Manager |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                            |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                            |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                            |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Bidder's Response                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 8+ years of experience managing projects providing timely and accurate project estimates, defining technical roadmaps, developing/overseeing project timelines, and coordinating project task efforts across diverse teams to ensure on-time and on-budget delivery of Services and Work Products.</p> <p>Experience must be in support of projects that are of a similar size and scope to this solicitation, follow Agile methodologies and demonstrate implementing and use of SCRUM or Kanban frameworks.</p>    | <p>Does resource have this required skill: Yes " " or No " "</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 8+ years of experience facilitating meetings w/ clients &amp; Stakeholder.</p> <p>Experience must highlight success in managing expectations and in establishing clear, timely updates to all project stakeholders that minimally include the project team, program managers, steering committees, executive leadership, product owners, program SMEs and end users.</p> <p>Experience must illustrate skills incapacity planning, Risk and Issue management, and project and executive level project reporting.</p> | <p>Does resource have this required skill: Yes " " or No " "</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 8+ years of experience leading project teams focused on accurate, efficient, and timely delivery of Services and Work Products.</p> <p>Experience must demonstrate development and use of Key Performance Indicators (KPIs) to measure project health, such as velocity, burn-down/up charts, on-time delivery rate, and bug/defect density.</p> | <p>Does resource have this required skill: Yes " " or No " "</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Education: Bachelor's degree</p> <p>Certification: Agile (e.g., Scrum, Kanban), and/or Project Management Professional is required.</p>                                                                                                                                                                                                                    | <p>List your degree and the conferring institution:</p>                                                                                                                      |

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |

|              |
|--------------|
| Description: |
|--------------|

EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

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**Contractor Security Officer**

|                                                                                                                                                                                                                                  |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                             |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Security Officer |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                             |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                             |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                             |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Bidder's Response                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 5 years of experience managing the security of the software Services and Work Products with evidence of integrating security throughout the Software Development Lifecycle in projects of similar size and scope of this solicitation. The Contractor Security Officer must:</p> <ul style="list-style-type: none"> <li>• Display a deep understanding of activities like threat modeling, secure design review, security testing and how to incorporate best practices into every phase of the development lifecycle (Requirements, Design, Implementation, Testing, and Deployment).</li> <li>• Evaluate and recommend security controls for the application's design,</li> <li>• Show proficiency in applying risk and control frameworks like NIST and CoBIT to assess, mitigate, and report on IT risks throughout the project.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 5 years of experience exhibiting excellent verbal and written communication skills, including the ability to explain complex security concepts to developers, project managers, and non-technical stakeholders.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p>                                                                |

|                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Excellent communication and organization skills required to manage multiple security-related tasks, work prioritization, and integrate security into the overall project plan and timeline                                                                                              | Name of project(s) and year(s) experience was obtained:                                                                                                       |
| Preferred 5 years of experience demonstrating the ability to motivate and guide team members to analyze complex security problems, anticipate threats (threat modeling), provide in-depth analysis, and recommend effective, timely solutions; ensuring a secure solution is delivered. | Does resource have this required skill: Yes or No<br><br>Description of skills and experience:<br><br>Name of project(s) and year(s) experience was obtained: |
| Education: Bachelor's degree<br><br>Certification: Security specifically, CSSLP, CDP, CISSP or OSCP is required.                                                                                                                                                                        | List your degree and the conferring institution and active security certifications:                                                                           |

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|             |           |
|-------------|-----------|
| Start Date: | End Date: |
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|                           |
|---------------------------|
| Client/Project:           |
| Employer:                 |
| Title/Percentage of time: |
| Description:              |

**EDUCATION**

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

|                                     |  |
|-------------------------------------|--|
| Certifications/Affiliations         |  |
| Name                                |  |
| Topic/Description                   |  |
| Date completed & current expiration |  |



**Contractor Administrative Executive & Engagement Leadership**

|                                                                                                                                                                                                                                  |                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                                                             |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Administrative Executive & Engagement Leadership |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                                                             |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                                                             |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                                                             |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Bidder's Response                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 8+ years of progressive experience in contract management, procurement, and business administration, with a significant tenure in a senior management or leadership capacity. The Administrative Executive &amp; Engagement Leadership must demonstrate:</p> <ul style="list-style-type: none"> <li>• Proven track record of managing highly complex, high-risk, and strategically important contracts (e.g., international contracting, joint ventures, or large-scale strategic sourcing).</li> <li>• Vast experience in developing and implementing divisional strategies, work plans, and policies for the procurement and contract function, including setting Key Performance Indicators (KPIs).</li> <li>• Experience in process and operational improvement within the contracts function, often involving the adoption of new technologies and systems.</li> <li>• The ability to formulate objectives, set priorities, and implement plans that align with the long-term vision and interests of the organization.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Making well-informed, effective, and timely decisions, even in complex or ambiguous situations, and resolving sensitive, controversial issues.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                      |
| <p>Preferred 5 years of experience facilitating meetings w/ clients &amp; stakeholders Identifying, mapping, and prioritizing both internal (Legal, Finance, Operations) and external (contractors, vendors) stakeholders to ensure their needs and expectations are met and their support is secured. Excellent communication and organization skills must include:</p> <ul style="list-style-type: none"> <li>• Advanced ability to communicate complex architectural concepts, trade-offs, and technical risks to diverse audiences, including executives, product managers, and development teams.</li> <li>• Excellent verbal and written communication skills to clearly articulate complex contract terms to diverse audiences and use soft skills like influencing and persuasion to resolve conflicts and drive consensus.</li> <li>• Anticipating, managing, and resolving conflicts or disagreements with contractors and internal stakeholders in a constructive and impartial manner.</li> <li>• Fostering and maintaining strong, collaborative relationships with key contractors and vendors, viewing them as strategic partners to ensure long-term value and performance.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Expertise in overseeing the entirety of contract processes: needs identification, drafting, negotiation, execution, administration, compliance, modification, and closure. The essential administrative skill of meticulous review and documentation to ensure accuracy and prevent costly errors in contract language and data.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Education: Bachelor's degree</p> <p>Certification: relevant current certification in Agile/Scrum, Certified Federal Contract Manager (<b>CFCM</b>) or Certified Professional Contract Manager (<b>CPCM</b>)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>List your degree and the conferring institution and active security certifications:</p>                                                                           |



List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

#### EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                      |
|----------------------|
| Additional Education |
|----------------------|



|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

|                                     |  |
|-------------------------------------|--|
| Certifications/Affiliations         |  |
| Name                                |  |
| Topic/Description                   |  |
| Date completed & current expiration |  |

**Contractor Production Technical Lead Support Manager**

|                                                                                                                                                                                                                                  |                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                                                      |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Production Technical Lead Support Manager |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                                                      |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                                                      |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                                                      |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Bidder's Response                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 5+ years of experience managing projects of similar size and scope of this solicitation with specific skills in:</p> <ul style="list-style-type: none"> <li>• Leading and mentoring technical support teams, often across different locations (remote/hybrid/on-site models).</li> <li>• Overseeing, monitoring, and evaluating the performance of outsourced teams and vendors against agreed-upon SLAs, contracts, and company standards.</li> <li>• Ability to remain calm and lead technical troubleshooting bridges during high-severity production emergencies, coordinating multiple technical teams to restore service quickly.</li> <li>• Exceptional verbal and written communication skills to clearly articulate complex technical issues and updates to business leaders, development teams, and end-users.</li> <li>• Addressing performance issues with contractors/vendors and resolving conflicts between cross-functional teams (e.g., Development, QA, Business).</li> <li>• Mentoring and personnel development with the capacity to coach team members, foster a culture of technical excellence, and drive professional growth.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                      |
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| <p>Preferred 5 years of experience facilitating meetings w/ clients &amp; stakeholders with:</p> <ul style="list-style-type: none"> <li>• Advanced ability to communicate complex architectural concepts, trade-offs, and technical risks to diverse audiences, including executives, product managers, and development teams.</li> <li>• Expertise in the ITIL framework (Information Technology Infrastructure Library), especially Incident and Problem Management processes, including defining and tracking Key Performance Indicators (KPIs).</li> <li>• Experience managing support to ensure services are restored and issues are resolved within defined SLA metrics.</li> <li>• A proactive approach to identifying and implementing process improvements, automation, and system enhancements to improve stability and reduce recurring incidents.</li> <li>• Understanding how to manage and approve production releases and changes to minimize risk and ensure stability.</li> <li>• Ability to drive the creation and maintenance of high-quality operational runbooks, procedures, and knowledge base articles.</li> <li>• Basic familiarity with Project Management principles (Agile/Scrum) to manage support-related projects and system-driven enhancements.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 10 years of experience of total Software development experience with:</p> <ul style="list-style-type: none"> <li>• Deep experience in supporting and troubleshooting large-scale, complex applications and IT systems in a live production environment (where 24/7 operations is common).</li> <li>• Strong knowledge of SQL (writing complex queries, performance tuning) and experience with various database management systems (DBMS).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Proficiency in scripting languages like Python, Shell, or PowerShell for task automation, monitoring, and problem resolution.</li> <li>• Expert use of monitoring tools (Splunk, Dynatrace, Nagios, Prometheus, ELK stack) for proactively identifying issues, log analysis, and performance tuning.</li> <li>• Solid understanding of operating systems (Linux/Unix, Windows) and network fundamentals (TCP/IP, routing, firewalls).</li> <li>• Relevant experience with technologies common to the supported applications (e.g., Java, C#, .NET, Cloud Services (AWS, Azure, GCP), and CI/CD practices).</li> <li>• Root Cause Analysis (RCA): Proven ability to perform deep-divide technical analysis to determine the true cause of critical incidents and recommend long-term fixes.</li> </ul> |                                                                                            |
| <p>Education: Bachelor's degree</p> <p>Certification: Security certifications actively held</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>List your degree and the conferring institution and active security certifications:</p> |

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

#### EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

|                             |  |
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| Certifications/Affiliations |  |
| Name                        |  |
| Topic/Description           |  |



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| Date completed & current expiration |  |
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**Contractor Developer / Scrum Lead Support Manager**

|                                                                                                                                                                                                                                  |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                                                 |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Developer/Scrum Lead Support Manager |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                                                 |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                                                 |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                                                 |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Bidder's Response                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 5+ years of experience managing projects of similar size and scope of this solicitation with a deep Understanding of the Scrum and Agile methodologies that include:</p> <ul style="list-style-type: none"> <li>Intimate knowledge of the Scrum Guide, SAFe Agile principles and values, and the ability to coach a team in these frameworks.</li> <li>Expertise in facilitating, organizing and running all Scrum ceremonies effectively, including Daily Scrums, Sprint Planning, Sprint Review, and Retrospectives.</li> <li>A relentless focus on Continuous Improvement for team processes, workflows, efficiencies, and championing retrospective findings and implementing changes.</li> <li>Experience with Agile project management tools such as Azure, Jira, Trello, or Confluence for board administration and reporting (e.g., burndown charts).</li> <li>Solid conceptual understanding of the software development lifecycle, technical challenges, and basic</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>architecture is a significant advantage for effective communication and support of the development team.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                      |
| <p>Preferred 5 years of experience supporting project clients &amp; stakeholders with:</p> <ul style="list-style-type: none"> <li>• Advanced ability to communicate complex architectural concepts, trade-offs, and technical risks to diverse audiences, including executives, product managers, and development teams.</li> <li>• Leading by example, putting the team's needs first, and mentoring individuals and the team on self-organization, development, and adherence to Scrum practices.</li> <li>• The ability to recognize, mediate, and resolve team conflicts constructively and manage complex interpersonal dynamics.</li> <li>• Clear, honest, and transparent communication with the team, Product Owner, and stakeholders.</li> <li>• High emotional intelligence to understand and empathize with the team's challenges.</li> <li>• Proactively identify and eliminate roadblocks (technical, organizational, or interpersonal) that hinder the development team's progress.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 10 years of Software development experience required with:</p> <ul style="list-style-type: none"> <li>• Demonstrated ability to align technical solutions with business goals.</li> <li>• Proficiency in DevOps principles and Continuous Integration and Continuous Delivery/Deployment (CI/CD) pipelines, the project's core programming languages and frameworks (e.g., Java, Python, JavaScript/TypeScript, .NET)</li> <li>• Expertise in Data Modeling and database technologies (SQL and NoSQL) is required.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                |                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <p>Education: Bachelor's degree</p> <p>Certification: Certified Scrum Master (CSM) or Professional Scrum Master (PSM) or other current relevant certification is required.</p> | <p>List your degree and the conferring institution and active security certifications:</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

#### EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |



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| University |  |  |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

|                                     |  |
|-------------------------------------|--|
| Certifications/Affiliations         |  |
| Name                                |  |
| Topic/Description                   |  |
| Date completed & current expiration |  |

**Contractor Test Lead Support Manager**

|                                                                                                                                                                                                                                  |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                                      |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Test Lead Support Manager |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                                      |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                                      |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                                      |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Bidder's Response                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 6-8 years of experience in a relevant related industry (e.g., Eligibility or Child Support) leading software testing/Quality Assurance (QA) that includes:</p> <ul style="list-style-type: none"> <li>• Creating comprehensive test strategies, test plans, and test schedules for projects of similar size and scope of this solicitation.</li> <li>• Strong ability to write and execute complex SQL queries for back-end testing, data validation, and data integrity checks.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 5 years of experience facilitating meetings w/ clients &amp; coordinating tasks between project managers, developers, business analysts, end users, clients, and stakeholders to define testing requirements and acceptance criteria.</p> <p>The test lead must show experience with collaborating with the program owners to ensure testing reaches 100% code coverage through SIT and UAT.</p>                                                                                            | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 5 years of demonstrated experience with excellent communication and organization skills required in managing, mentoring, coaching, and delegating tasks to a team of testers (both manual and automation) in an Agile organization utilizing SCRUM or Kanban methodologies.</p>                                                                                                                                                                      | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 5+ years of experience in leading architecting test automation efforts with a proficiency with automation frameworks and tools (e.g., Selenium WebDriver, Playwright, Cypress, Postman).</p> <p>The test lead experience should demonstrate coding skills in a relevant programming or scripting language (Java, pLSQL, Python, C#, JavaScript, or TypeScript). experience integrating automated tests into CI/CD pipelines (DevOps, GitLab CI).</p> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Education: Bachelor's degree</p> <p>Certification: Relevant current certification(s), such as related to Agile/Scrum, International Software Testing Qualifications Board/American Software Testing Qualifications Board (ISTQB/ASTQB) Security Tester (CT-SEC), or other related disciplines are preferred.</p>                                                                                                                                               | <p>List your degree and the conferring institution and active security certifications:</p>                                                                           |

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                 |           |
|-----------------|-----------|
| Start Date:     | End Date: |
| Client/Project: |           |

|                           |
|---------------------------|
| Employer:                 |
| Title/Percentage of time: |
| Description:              |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

#### EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |



| Certifications/Affiliations         |  |
|-------------------------------------|--|
| Name                                |  |
| Topic/Description                   |  |
| Date completed & current expiration |  |

**Contractor Solution/Business Requirement Lead Support Manager**

|                                                                                                                                                                                                                                  |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Proposed Resource Name:                                                                                                                                                                                                          |                                                               |
| Proposed Classification:                                                                                                                                                                                                         | Contractor Solution/Business Requirement Lead Support Manager |
| If resource is associated with a subcontractor provide name of company:                                                                                                                                                          |                                                               |
| Percentage of time resource will be allocated to project:                                                                                                                                                                        |                                                               |
| Contractor list the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. |                                                               |

The experience requirements are restated as follows:

| Required Skills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Bidder's Response                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preferred 5+ years' experience in a combination of administrative management, business operations, project management, or a similar leadership role managing projects of similar size and scope of this solicitation. This resource must demonstrate:</p> <ul style="list-style-type: none"> <li>• A track record of successful team leadership and goal achievement.</li> <li>• Direct experience in recruiting, onboarding, managing, and tracking independent contractors/subcontractors and/or vendors, including managing compliance and performance</li> <li>• Experience with budget management, financial reporting, cost control, invoicing, and basic financial analysis related to project and operational expenses.</li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Preferred 5+ years of experience facilitating meetings w/ clients &amp; stakeholders outlining the following abilities:</p> <ul style="list-style-type: none"> <li>• Advanced ability to communicate complex architectural concepts, trade-offs, and technical risks to diverse</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p>                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>audiences, including executives, product managers, and development teams.</p> <ul style="list-style-type: none"> <li>• Advanced verbal, written, and presentation skills to articulate complex technical or business information clearly to internal teams, senior management, and external contractors/clients.</li> <li>• Experience in gathering, analyzing, and documenting complex business requirements and translating them into clear, viable technical or operational solutions.</li> <li>• Experience in analyzing, developing, and implementing business processes and workflows to enhance operational efficiency (e.g., using frameworks like Lean or Six Sigma is a plus).</li> </ul>                                                                                                                        | <p>Name of project(s) and year(s) experience was obtained:</p>                                                                                                       |
| <p>Preferred 5+ years of experience of supporting Software development experience that requires:.</p> <ul style="list-style-type: none"> <li>• Proficient in data analysis and reporting to monitor key performance indicators (KPIs), track contract performance, and provide insights for business improvement.</li> <li>• Proficiency in DevOps principles and CI/CD pipelines</li> <li>• Expertise with relevant software, which often includes: <ul style="list-style-type: none"> <li>○ Microsoft Office Suite (especially Advanced Excel for analysis and reporting).</li> <li>○ CRM systems (e.g., Salesforce, Microsoft Dynamics).</li> <li>○ Project Management tools (e.g., Trello, Asana).</li> <li>○ Business Intelligence (BI) tools (e.g., Power BI, Tableau) for performance tracking.</li> </ul> </li> </ul> | <p>Does resource have this required skill: Yes or No</p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p> |
| <p>Education: Bachelor's degree</p> <p>Certification: Agile/Scrum related certification required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>List your degree and the conferring institution and active security certifications:</p>                                                                           |

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:



|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

|                           |           |
|---------------------------|-----------|
| Start Date:               | End Date: |
| Client/Project:           |           |
| Employer:                 |           |
| Title/Percentage of time: |           |
| Description:              |           |

#### EDUCATION

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Education                              |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |
| University                             |                         |                      |

|                                        |                         |                      |
|----------------------------------------|-------------------------|----------------------|
| Additional Education                   |                         |                      |
| Degree (i.e. PhD, Master's, Bachelors) |                         | Year Completed:      |
| Program                                | Major(s) area of study: | Minor area of study: |



|            |  |
|------------|--|
| University |  |
|------------|--|

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

|                                    |                                      |
|------------------------------------|--------------------------------------|
| Technical or Professional Training |                                      |
| Course Name                        |                                      |
| Topic                              | (include credit hours if applicable) |
| Date taken                         |                                      |

|                                     |  |
|-------------------------------------|--|
| Certifications/Affiliations         |  |
| Name                                |  |
| Topic/Description                   |  |
| Date completed & current expiration |  |



# IT PROFESSIONAL SERVICES TERMS AND CONDITIONS

**The State may choose not to accept any redlines proposed by Bidders after the initial bid submission. Additionally, Bidders who provide redlines as part of their initial bid submission but fail to note justifications for each redline provided, may be disqualified.**

**Attention resellers and implementors:** If Bidder is not the publisher/owner of any proposed Software to be provided by the Bidder and / or is using a Hosting Provider, please affirm your agreement that all such third party Hosting Providers or Software publishers upon which your bid is based will be named Permitted Subcontractors and all terms will flow down through Bidder/Contractor to subcontractor to be responsible for all Terms and Conditions and Schedules regarding the provision of the Solution including, but not limited to, the security obligations as outlined in the Data Security Schedule and Section 21 of the Terms.

BIDDER RESPONSE: Yes / No

This Contract is agreed to between the State of Michigan (“**State**”) and [INSERT COMPANY NAME] (“**Contractor**”), a [INSERT STATE & ENTITY STATUS, E.G., A MICHIGAN CORPORATION OR A TEXAS LIMITED LIABILITY COMPANY]. This Contract is effective on [MONTH, DAY, YEAR] (“**Effective Date**”), and unless terminated, will expire on [MONTH, DAY, YEAR] (“**Term**”).

This Contract may be renewed for up to [Insert # of Renewal Options] additional [Insert # of Years Per Renewal Option] year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term. The State will document its exercise of renewal options via a Change Notice.

**1. Contract Composition.** This Contract is composed of the following:

- Notice of Contract
- Terms and Conditions
- Schedule A - Statement of Work
- Schedule B - Pricing Schedule
- Schedule C - Insurance Schedule
- Schedule D - Service Level Agreement
- Schedule E - Data Security Requirements
- Schedule F – Disaster Recovery Plan
- Schedule G – Transition Plan
- Schedule H – Federal Provision Addendum (if applicable)

Subsequent Contract Change Notices, if any

**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 received if sent by mail without verification of receipt; or
- (c) when verified by automated receipt or electronic logs if sent by email.

| If to the State:   | If to Contractor:  |
|--------------------|--------------------|
| [Name]             | [Name]             |
| [Street Address]   | [Street Address]   |
| [City, State, Zip] | [City, State, Zip] |
| [Email]            | [Email]            |
| [Phone]            | [Phone]            |

**3. Duties of Contractor.** Contractor will provide the Services and Deliverables as set forth in this Contract.

**3.1 Statement of Work.** No Statement of Work will be effective unless incorporated into this Contract at execution or via a Contract Change Notice. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under any Statement of Work and agrees that prompt and timely performance of its obligations in accordance with this Contract is strictly required.

**3.2 Change Control Process.** The State may submit a Change Request to Contractor. Upon the State's submission of a Change Request, the parties will evaluate and implement any changes to this Contract in accordance with this

(a) Within 20 Business Days following receipt of a Change Request, Contractor will provide the State with a Change Proposal, setting forth:

- (i) a detailed written description of the proposed change;
- (ii) any additional resources that Contractor deems necessary to carry out the proposed changes; and
- (iii) any increase or decrease in Fees resulting from the proposed change.

(b) Within 30 Business Days following the State's receipt of a Change Proposal, the State will by written response to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, each party's Contract Administrator will sign a Change Notice.

(c) However, if the parties fail to enter into a Change Notice within 15 Business Days following the State's response to a Change Proposal, the State may, in its discretion:

(i) require Contractor to perform or provide the Deliverables and Services without the change;

(ii) require Contractor to continue to negotiate a Change Notice;

(iii) initiate a Dispute Resolution Procedure; or

(iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

(d) No change will be effective until the parties have executed a Change Notice.

Notwithstanding the foregoing, no Change Notice executed after the Effective Date will be construed to amend or modify this Contract in any way, unless it specifically states its intent to do so and cites the section or sections amended. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays, or Fee increases. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Deliverables and Services as described in this Contract are considered part of the Deliverables and Services and, thus, will not be considered a change necessitating a Change Notice. This includes the delivery of all Deliverables in accordance with this Contract, and the diagnosis and correction of Nonconformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

### 3.3 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

(i) ensure that such Contractor Personnel have the legal right to work in the United States;

(ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor

Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract and Intellectual Property Rights provisions that grant the State rights in the Deliverables consistent with the provisions of **Section 7** and, upon the State's request, provide the State with a copy of each such executed contract; and

(iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel 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.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. Replacement personnel for the removed person must be fully qualified for the position. Whether or not the departing personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first forty (40) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor. If the State determines the departing personnel cannot continue to work while Contractor finds a replacement, and Contractor cannot immediately replace the removed personnel, the State may, at its option, either (i) terminate a Statement of Work immediately pursuant to the termination provisions herein, or (ii) require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State and negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

(e) Use of Offshore Resources that have Access to State Data or create Work Product is prohibited.

**3.4 Contractor Project Manager.** Throughout the Term, Contractor must maintain an employee acceptable to the State to serve as Contractor Project Manager, who will be considered Key Personnel of Contractor.

(a) Contractor Project Manager must:

(i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

(ii) be responsible for overall management and supervision of Contractor's performance under this Contract;

(iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents; and

(iv) be available as set forth in a Statement of Work and attend all regularly scheduled meetings as set forth in a Statement of Work or as otherwise directed by the State.

(b) Contractor will maintain the same Contractor Project Manager throughout the Term, unless:

(i) the State requests in writing the removal of Contractor Project Manager; or

(ii) the State consents in writing to any removal requested by Contractor in writing; or

(iii) Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(c) Upon the occurrence of any event set forth in **Sections 3.4(b)(i-iii)** above, Contractor will promptly replace its Contractor Project Manager. Such replacement will be subject to the State's prior written approval.

### 3.5 Key Personnel and Unauthorized Removal of Contractor Personnel.

(a) 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 Program Managers or their designees, 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, Contractor must then propose another qualified individual for the position for the State's approval within 5 Business Days.

(b) Contractor must provide 30 days' prior written notification to the State before removing any Contractor Personnel from their assigned roles in this Contract, which must include a plan for transitioning to a new resource including knowledge transfer, and further, Contractor must obtain the prior written authorization of the State before removing any Key Personnel from their assigned roles on this Contract.

(c) Unless Contractor's removal of Key Personnel was for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of employment, in the event of an Unauthorized Removal, Contractor will issue to the State the corresponding Unauthorized Removal Credits set forth below:

- (i) Unauthorized Removal of Contractor Personnel (not including Key Personnel):
  - (1) For the Unauthorized Removal of any Contractor Personnel that are not Key Personnel, the credit amount will be 1% of the previous month's invoice total.
- (ii) Unauthorized Removal of Key Personnel:
  - (1) For the Unauthorized Removal of any Key Personnel designated in a Statement of Work, the amount of the Unauthorized Removal Credit will be \$25,000.00 per individual; and
  - (2) In addition to the Unauthorized Removal Credit, as an additional liquidated damage, if Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, 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 maximum per individual.

(d) The State may terminate this Contract pursuant to **Section 16.1** for repeated Unauthorized Removals of Key Personnel.

**3.6 Subcontractors.** Contractor will ensure its subcontractors comply with all applicable terms of this Contract. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

- (a) be responsible and liable for the acts, omissions and any failure to comply with the terms of this Contract of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing the Solution, will be deemed Contractor Personnel) to the same extent as if such acts, omissions or failure were by Contractor or its employees; and
- (b) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor and Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**3.7 Permitted Subcontractors.** All Contractor responsibilities related to subcontractors, as set forth in **Section 3.6** above, apply to Permitted Subcontractors. Contractor must obtain prior written approval from the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract. Contractor must notify the State of the location of the Permitted Subcontractor.

**4. Insurance.** Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

## **5. Provision of Deliverables.**

### **5.1 Delivery.**

(a) Contractor must deliver all Deliverables to the State in all applicable forms or formats required by the State.

(b) Contractor must deliver all Software Deliverables to the State in both Object Code and Source Code form.

5.2 Source Code. At any time during the Term, including any renewal, extension, or Transition Period, within 1 Business Day of the State's written request, Contractor must provide to the State, in a format and manner specified by the State, a copy of the most recent version of the Source Code and Object Code for the Software identified by the State in the request.

5.3 Documentation. Contractor will provide the State with complete and accurate Documentation for each Software Deliverable. Where the Statement of Work requires or permits delivery of Software in two or more phases, Contractor will also provide the State with integrated Documentation for the Software as a whole. All Documentation must include all such information as may be necessary for the effective installation, testing, use, support, and maintenance of the applicable Software, including configuration, integration, and systems administration of the Software and performance of all functions set forth in the Specifications.

5.4 Deliverables Limitation. Contractor will not include in any Deliverables or otherwise provide any Pre-Existing Works, except for Approved Pre-Existing Works.

## **6. State Materials Ownership and License.**

6.1 The State will remain the sole and exclusive owner of all rights, title, and interest in and to State Materials, including all Intellectual Property Rights therein.

6.2 The State hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to use State Materials solely as necessary to incorporate such State Materials into or otherwise use such State Materials in connection with provision of Services and Deliverables during the Term. All other rights in and to the State Materials are expressly reserved by the State. All State Materials are considered Confidential Information of the State.

## **7. Intellectual Property Rights and Licenses.**

7.1 State Ownership of Software and Deliverables. Except as set forth in **Section 7.2**, the State is and will be the sole and exclusive owner of all rights, title, and interest in and to all Software and Deliverables, including all Intellectual Property Rights. In furtherance of the foregoing and subject to **Section 7.2**:

(a) Contractor will create all Deliverables as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) To the extent any Deliverables and related intellectual property do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Deliverables, including all Intellectual Property Rights; and

(ii) irrevocably waives all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables.

(c) Further Actions. Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of this **Section 7.1**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Deliverable or any Intellectual Property Right therein. Contractor hereby appoints the State as Contractor’s attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by the State otherwise fails, to do so.

## 7.2 Pre-Existing Works.

(a) Ownership of all Pre-Existing Works, including all Intellectual Property Rights therein, is and will remain with its respective owners, subject to the following licenses.

(b) Pre-Existing Works License(s). To the extent any Pre-Existing Works are incorporated into or necessary for the use of the Deliverable, Contractor hereby grants to the State a non-exclusive, irrevocable, royalty free, fully paid-up, perpetual, worldwide license to its Contractor Pre-Existing Works and Contractor will secure for the State, at Contractor’s sole cost and expense, a non-exclusive, irrevocable, royalty free, fully paid-up perpetual, worldwide license or other applicable rights, licenses, consents and approvals for any Third-Party Components and Open-Source Components provided by Contractor, in each case that will allow the State to use and otherwise exploit the Deliverable throughout the world for all or any purposes whatsoever. Each license will:

(i) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell and offer to sell, or sublicense the Pre-Existing Works as part of or in connection with the Deliverable, including all such modifications, improvements and derivative works thereof, solely as part of, or as necessary to use, and exploit, the Deliverable; and

(ii) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Deliverable or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee to use and exploit the Deliverable or portion, modification, improvement, or derivative work thereof.

(iii) For clarity, this license grant does not give the State the right to extract Pre-Existing Works from the Deliverable in order to use Pre-Existing Works independent of the Deliverable. Nothing in this Contract will be construed to transfer ownership of any Pre-Existing Works to the State.

(c) If Contractor is not able to secure the rights in Third-Party and Open-Source Components, as set forth in **Section 7.2(b)** above, Contractor will not include Third-Party and Open-Source Components in any Deliverable.

(d) Contractor will ensure that its use and incorporation of any Pre-Existing Works does not infringe upon the rights of any third party or otherwise limit the State's rights to use the Deliverable.

**8. Installation and Site Preparation.** Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. If the State is responsible for Site preparation Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

## **9. Software Acceptance Testing.**

### **9.1 Acceptance Testing.**

(a) Unless otherwise specified in a Statement of Work, upon installation of Software, or when Contractor notifies the State in writing that Software is ready for testing, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of such Software or the receipt by the State of the notification referenced in **Section 9.1(a)**, and be conducted diligently during the Testing Period. Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if the Statement of Work does not specify, the State, provided that:

(i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests; and

(iii) Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) Upon delivery or installation of any additional or modified modules or components to the Software, including but not limited to application programming interfaces, or any other applicable Software Deliverables, Integration Testing may be performed to ensure full operability, integration, and compatibility among all elements of the Software. This includes but is not limited to testing the integration of the Software with external systems, databases, and third-party services, as

applicable. Integration Testing is subject to all procedural and other terms and conditions set forth in this Section 9.

(d) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Nonconformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within 10 Business Days, correct such Nonconformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

**9.2 Notices of Completion, Nonconformities, and Acceptance.** Within 15 Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Nonconformity in the tested Software.

(a) If such notice is provided by either party and identifies any Nonconformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.3** and **Section 9.4**.

(b) If such notice is provided by the State, signed by the State Program Managers or their designees, and no Nonconformities are identified, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and no Nonconformities are identified, the State will have 30 Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Nonconformities, on the completion of which the State will, as appropriate:

(i) notify Contractor in writing of Nonconformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.3** and **Section 9.4**; or

(ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

**9.3 Failure of Acceptance Tests.** If Acceptance Tests identify any Nonconformities, Contractor, at Contractor's sole cost and expense, will remedy all such Nonconformities and re-deliver the Software, in accordance with the requirements set forth in this Contract. Redelivery will occur as promptly as commercially possible and, in any case, within 30 Business Days following, as applicable, Contractor's:

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Section 9.2 (a)** or **9.2(c)(i)**, identifying any Nonconformities.

**9.4 Repeated Failure of Acceptance Tests.** If Acceptance Tests identify any Nonconformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

- (a) continue the process set forth in this **Section 9**;
- (b) accept the Software as a nonconforming Deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- (c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract in accordance with **Section 16**.

**9.5 Acceptance.** Acceptance of each Software Deliverable (subject, where applicable, to the State's right to Integration Testing) and Software as a whole will occur on the date that is the earliest of the State's delivery of a notice accepting such Software under **Section 9.2(b)** or **Error! Reference source not found..**

## **10. Non-Software Acceptance.**

**10.1** All Non-Software Deliverables are subject to inspection and testing by the State during the State Review Period, unless otherwise provided in the Statement of Work. If the Non-Software Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period in writing that either:

- (a) the Non-Software Deliverables are accepted but noted deficiencies must be corrected; or
- (b) the Non-Software Deliverables are rejected. If the State finds material deficiencies, it may:
  - (i) reject the Non-Software Deliverables without performing any further inspections;
  - (ii) demand performance at no additional cost; or
  - (iii) terminate this Contract in accordance with **Section 16**.

**10.2** Within 10 Business Days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Non-Software Deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Non-Software Deliverables to the State. If acceptance with deficiencies or rejection of the Non-Software Deliverables impacts the content or delivery of other incomplete Non-Software Deliverables, the parties' respective Program Managers must determine an agreed to number of days for re-submission. 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.

**10.3** If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may terminate this Contract in whole or in part. The State, or a third party identified by the State, may provide the Non-Software

Deliverables and recover the difference between the cost to cure and this Contract price plus an additional 10% administrative fee.

**11. Assignment.** Contractor may not assign this Contract or any of its rights or delegate any of its duties or obligations hereunder, voluntarily, or involuntarily, whether by merger (regardless of whether it is the surviving or disappearing entity), conversion, consolidation, dissolution, or operation of law to any other party without the prior written 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 governmental entity if such assignment is made reasonably necessary by operation of controlling law or regulation. If the State determines that a novation of this Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

**12. Change of Control.** Contractor will notify the State, within 30 calendar days of any public announcement or otherwise once legally permitted to do so, 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 for 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 its obligations under this Contract.

**13. Ordering, Invoices and Payment.**

13.1 The authorizing document for this Contract will be a delivery order. No work may start until the delivery order is received by Contractor.

13.2 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable in U.S. dollars within 45 calendar days of the State's receipt. Contractor may only charge for the Deliverables and Services provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges.

13.3 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 Deliverables. 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.

13.4 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.

13.5 Right of Setoff. Without prejudice to any other right or remedy it may have; the State reserves the right to set off any amount then due and owing to it by Contractor (including, but not limited to, applicable credits or liquidated damages) against any amount payable by the State to Contractor under this Contract.

13.6 Taxes. The State is exempt from federal excise tax, state, and local sales taxes, and use taxes if the Deliverables and Services purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor, including but not limited to, taxes assessed on net income or gross receipts, employer-related taxes with respect to its personnel, franchise and privilege taxes on its business, and taxes, assessments, and other ad valorem levies on its owned or leased property.

13.7 Pricing/Fee Changes. Throughout the Term, all Fees will be as set forth in the Pricing Schedule and will not be increased.

#### **14. Liquidated Damages.**

14.1 The parties understand and agree that any liquidated damages (which include but are not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

14.4 Amounts due to the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

**15. Stop Work Order.** The State may suspend any or all activities under this 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 this Contract or delivery order or any Statement of Work, in whole or in part. The State will not pay for Services or Deliverables that have been suspended, Contractor's lost profits, or any additional compensation during a stop work period.

**16. Termination, Expiration, Transition.** The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

**16.1 Termination for Cause.** In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

- i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
- (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
- (iii) breaches any of its material duties or obligations. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

- (i) cease performance immediately, or
- (ii) continue to perform for a specified period.

(c) If it is later determined that Contractor was not in breach of this 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 16.2**.

(d) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. 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 Services from other sources.

(e) Contractor must submit all invoices for Services and Deliverables accepted by the State within 30 calendar days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State,

**16.2 Termination for Convenience.** The State may immediately terminate this Contract in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls.

- (a) The termination notice will specify whether Contractor must:
  - (i) cease performance immediately, or
  - (ii) continue to perform in accordance with **Section 16.3**.
- (b) If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for the State approved Transition Assistance to the extent the funds are available.
- (c) Contractor must submit all invoices for Services and Deliverables accepted by the State within 30 calendar days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract.

#### 16.3 Transition Assistance.

- (a) Upon termination or expiration of this Contract for any reason, during the Transition Period, Contractor must provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of this Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such Transition Assistance may include but is not limited to:
  - (i) continuing to perform the Services at the established Contract rates;
  - (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables to the State or the State's designee;
  - (iii) 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 State Data and Confidential Information, and comply with **Section 23**, including without limitation, the return or destruction of State Data at the conclusion of the Transition Period;
  - (iv) returning all State Materials and other State property;
  - (v) transferring title in and/or delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the termination date; and
  - (vi) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.
- (b) The Term is automatically extended through the end of the Transition Period.
- (c) Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

### 17. General Indemnification

17.1 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 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
- (c) 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).

17.2 The State is constitutionally prohibited from indemnifying Contractor or any third parties.

## **18. Infringement Indemnification and Remedies.**

18.1 Infringement Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against 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 any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party. This indemnification obligation includes without limitation, any amounts the State is required to pay to third parties, as well as the State's own direct and indirect losses, damages and costs resulting from the infringement or alleged infringement.

18.2 If any Deliverable, or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

- (a) procure for the State the right to continue to use such Deliverable, or component thereof to the full extent contemplated by this Contract; or
- (b) modify or replace the Allegedly Infringing Materials to make the Deliverable and all its components non-infringing while providing fully equivalent features and functionality.

18.3 If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided Contractor will:

- (a) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Deliverable provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(b) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to 6 months to allow the State to replace the affected features of the Deliverable without disruption.

18.4 If Contractor directs the State to cease using any Deliverable under **Section 18.3**, the State, in its sole discretion, may terminate this Contract under **Section 16**.

18.5 Contractor will have no liability for any claim of infringement that arises solely from:

(a) Contractor's compliance with any designs, specifications, or instructions of the State; or

(b) modification of the Deliverable by the State without the prior knowledge and approval of Contractor.

18.6 The remedies set forth in this **Section 18** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

## **19. Indemnification Procedure.**

19.1 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:

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

19.2 Any litigation activity on behalf of the State or any of its subdivisions 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.

## **20. Disclaimer of Damages and Limitation of Liability.**

20.1 The State's Disclaimer of Damages. THE STATE WILL NOT 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.

20.2 The State's Limitation of Liability. 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, WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

**21. Disclosure of Proceedings.** Contractor must notify the State within 14 calendar days of receiving notice of the following:

- (a) Proceedings related to the subject matter of this Contract including:
  - (i) criminal Proceedings;
  - (ii) parole or probation Proceedings; or
  - (iii) Proceedings involving any license that Contractor is required to possess in order to perform under this Contract.
- (b) Proceedings whether or not related to the subject matter of this Contract including:
  - (i) Proceedings under the Sarbanes-Oxley Act;
  - (ii) civil Proceedings involving a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
  - (iii) a governmental or public entity's claim or written allegation of fraud.

**22. State Data.**

**22.1 Ownership.** State Data is and will remain the sole and exclusive property of the State and all rights, title, and interest in the same are reserved by the State.

**22.2 Contractor Use of State Data.** Contractor is granted a limited license to State Data for the sole and exclusive purpose of providing the Deliverables and/or Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Deliverables and/or Services. 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 Deliverables and/or Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- (c) keep and maintain State Data in the United States or its territories;
- (d) not permit any Contractor Personnel to Access any State Data or State Systems from outside of the United States or its territories; and
- (e) not use, sell, rent, transfer, mine, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State (including, but not limited to, machine learning, training of large language models, or use of other similar technology) without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

**22.3 Third-Party Requests.** Contractor will immediately notify the State upon receipt of any third-party requests which in any way might reasonably require Access to State Data. Contractor will notify the State Program Managers or their designees by the fastest means available and in writing. Contractor must provide such notification within twenty-four (24) hours from Contractor's receipt of the request. Contractor will not respond to subpoenas, service of process, Michigan Freedom of Information Act requests, other freedom of information/right to know requests, and other legal requests related to the State without first notifying the State. Upon request by the State, Contractor must provide to the State, its proposed response to the third-party request with adequate time for the State to review, and, as it deems necessary, to revise the response, object, or take other action.

**22.4 Loss or Compromise of State Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
- (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;
- (c) in the case of Personal Data or PHI, at the State's sole election:
  - (i) upon determination by the State that notification is warranted, with approval and assistance from the State, notify the affected individuals who comprise the Personal Data or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or
  - (ii) reimburse the State for any costs in notifying the affected individuals;
- (d) in the case of Personal Data, and upon determination by the State and at the State's sole election, that credit monitoring is warranted, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the Personal Data for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- (e) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney fees associated with such investigation and resolution;
- (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for claims,

including reasonable attorney fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;

(h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and

(i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

22.5 The parties agree that any damages arising out of a breach of the terms set forth in this **Section 22** are to be considered direct damages and not consequential damages.

**23. 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.

23.1 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. State Data is Confidential Information. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to Contractor's subcontractor is permissible where:

(a) the subcontractor is a Permitted Subcontractor;

(b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and

(c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 23.2**.



**23.2 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. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

**23.3 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.

**23.4 Surrender of Confidential Information.** Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination or expiration, 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. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information from all media including backups using National Security Agency and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. Contractor must certify the destruction of Confidential Information in writing within 5 Business Days from the date of confirmation from the State.

**24. Artificial Intelligence.** Contractor will not integrate any artificial intelligence or machine learning models that are Pre-Existing Works into the Solution unless they are Approved Pre-Existing Works. To the extent Contractor integrates any such models, Contractor must comply with the requirements in this Section.

#### **24.1 Model Cards.**

(a) Contractor will provide a comprehensive Model Card for each artificial intelligence or machine learning model integrated into Deliverables or Services. Each Model Card will include at a minimum:

- (i) Model details (name, version, architecture, training methodology);
- (ii) Intended uses and known limitations;
- (iii) Description of training data and data sources;
- (iv) Evaluation metrics and performance benchmarks;
- (v) Fairness, ethical, and safety considerations; and

(vi) Maintenance plan and update history.

(b) Contractor will provide the initial Model Card prior to deployment of the applicable model and will update the Model Card promptly upon any material changes to the model, including retraining, version changes, changes to input data, or known performance deviations, including, but not limited to performance degradation or risk factors that could impact the quality, behavior, or reliability of the Solution.

(c) Model Cards must be delivered in a format acceptable to the State and must be kept current during the Term.

(d) Audit rights. The State reserves the right to audit the accuracy and completeness of any model card and request clarification or supporting evidence for any claims made therein.

**24.2 Third-Party artificial intelligence models.** If Contractor integrates a third-party artificial intelligence or machine learning model into the Solution, Contractor will ensure that the third-party artificial intelligence model complies with the auditability and documentation requirements set forth in this Contract.

**25. Support Services.** Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D**. Such Support Services will be provided free of charge during the Warranty Period.

**26. Data Security Requirements.** Contractor must comply with the State's data security policies and procedures and all terms and conditions set forth in **Schedule E**.

**27. Training.** Contractor will provide training in accordance with the times, locations and other requirements set forth in a Statement of Work.

**28. Contractor Representations and Warranties.**

**28.1 Authority.** Contractor represents and warrants to the State that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; and

(e) 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.

**28.2 Bid Response.** Contractor represents and warrants to the State that:

- (a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Person for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Person submitting a bid response to the Solicitation; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;
- (c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous 5 years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract; and
- (d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, Contractor is required to report those changes immediately to the Contract Administrator.

**28.3 Services and Deliverables Representations and Warranties.** Contractor represents and warrants to the State that:

- (a) the State will receive good and valid title, or a valid license as required by this Contract, to the Deliverables, free and clear of all encumbrances and liens of any kind;
- (b) Contractor's performance under this Contract will not at any time:
  - (i) conflict with or violate any applicable law;
  - (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or
  - (iii) require the provision of any payment or other consideration to any third party;
- (c) when used by the State or any user in accordance with this Contract the Deliverables as provided, delivered, or installed by Contractor do not and will not fail to comply with any applicable law;
- (d) as provided by Contractor, the Deliverables will not:
  - (i) contain any Harmful Code; or

(ii) contain or operate in such a way that they are compiled with or linked to any Pre-Existing Works other than Approved Pre-Existing Works.

(e) Contractor has verified that no other third-party intellectual property has been incorporated into any Deliverables created, developed, or generated by any nonhuman means used by Contractor, except for Approved Pre-Existing Works

(f) Contractor will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract;

(g) when used in the Operating Environment in accordance with this Contract, all Deliverables as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract;

(h) Contractor is the author and is or will be the original creator of the Work Product, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications thereof;

(i) Contractor has all necessary rights, title, and/or licenses required to create, develop, or generate Work Product and to transfer all ownership rights in Work Product to the State as set forth in **Section 7**.

**28.4 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

**29. 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 this Contract;
- (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value including an offer of employment; or
- (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this 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 Permitted Subcontractor that provides the Deliverables and/or Services in connection with this Contract.

**30. Compliance with Laws.** Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

**31. Nondiscrimination.** 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, sexual orientation, gender identity or expression, 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 Section is a material breach of this Contract.

**31. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of Contractor, or the name of a subcontractor, manufacturer, or supplier of Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

**32. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

**33. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

**34. 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.

**35. 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 decides 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 this Contract.

**36. Financial Compliance Audit.** Under MCL 18.1470, the State, or its designee, has the right to audit Contractor to ensure compliance with this Contract. In some cases, federal regulations may require audits to cover a longer period of time or include a broader review. If those requirements apply, they will be outlined in a Federal Provision Addendum.

**37. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

**38. 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.

**39. Waiver.** Any waiver of rights must be in writing and signed by the waiving party. No waiver will be implied by any delay, inaction, silence or course of conduct. Failure to enforce any provision of this Contract will not constitute a waiver.

**40. Survival.** Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

**41. Contract Modification.** This Contract may not be amended or modified in any way, except by a properly signed Change Notice. Notwithstanding the foregoing, no subsequent Statement of Work or 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.

**42. Accessibility Requirements.**

42.1 All Digital Deliverables created or provided by Contractor under this Contract must conform to the Digital Accessibility Standards. Throughout the Term of this Contract, Contractor must:

- (a) ensure that no changes to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards;
- (b) comply with plans and timelines approved in writing by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies; and
- (c) promptly respond to and resolve, in a manner acceptable to the State, any complaint the State receives regarding the accessibility of any Deliverable.

42.2 Contractor must, upon the State's written request, provide Digital Deliverables in one or more alternative formats and within timeframes specified by the State.

**42.3 State of Michigan Digital Standards for Websites and Applications Review.** Throughout the Term, Contractor must, upon request from the State, submit documentation or other information regarding accessibility and Contractor's compliance with the Digital Accessibility Standards, including without limitation, a completed product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template, also known as a VPAT®, and/or a description of the evaluation methods used to support the Digital Accessibility Standards conformance claims, including, if applicable, any third-party testing.

Prior to Digital Deliverables being accepted, put into production, or as otherwise required by the State, the State may conduct a review to assess accessibility and compliance with the State's Digital Accessibility Standards and Contractor must at its sole cost and expense, remediate all issues resulting from any such review in a manner and timeframe approved in writing by the State.

**42.4** Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.

**43. Further Assurances.** Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

**44. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

**45. Headings.** The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

**46. No Third-party Beneficiaries.** This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. However, if this Contract is subject to the Michigan Prevailing Wage Act, MCL 408.1101 et seq. construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries for the limited purposes set forth and as required by MCL 408.1112.

**47. Prevailing Wage Act Statutory Provision.** As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of this Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or

benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

**48. Equitable Relief.** Each party to this Contract acknowledges and agrees that:

(a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy; and

(b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy, until or unless required by that court.

Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

**49. Effect of Contractor Bankruptcy.** All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to “intellectual property,” and all Deliverables are and will be deemed to be “embodiments” of “intellectual property,” for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the “Code”). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding:

(a) all rights and licenses granted to the State hereunder will continue subject to this Contract, and will not be affected, even by Contractor’s rejection of this Contract; and

(b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Deliverables, and the same, if not already in the State’s possession or in escrow, if applicable, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.



**50. Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract.

**51. Electronic Signatures and Delivery.** Signatures provided by electronic means, including scanned copies sent by email or other digital means, are valid and binding and will have the same force and effect as original signatures.

**52. Order of Precedence.** In the event of any inconsistency between the statements made in the Contract the following order of precedence governs:

- (a) first, these Terms and Conditions;
- (b) second, **Schedule E** – Data Security Requirements;
- (c) third, each Statement of Work;
- (d) fourth, the remaining Schedules to this Contract;
- (e) fifth, the Exhibits or other attachments to the Schedules; and
- (e) last, the Notice of Contract.

**53. Entire Agreement.** This Contract constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## Definitions

For the purposes of this Contract, the following terms have the following meanings:

**“Acceptance”** means the State’s written notice accepting or approving one or more Services or Deliverables. **“Accept”** and **“Accepted”** have correlative meanings.

**“Acceptance Tests”** means such tests as may be conducted to determine whether the Software meets the requirements of this Contract, including but not limited to the Specifications and the Documentation. **“Acceptance Testing”** has a correlative meaning.

**“Access”** means (1) the ability and means to enter a restricted or locked area, room, or physical container containing State Data; or (2) the ability and means to communicate with or otherwise interact with a system, to use system resources to handle or view information, to gain the



information or knowledge of the information the system contains, or to control system components and functions (including physical or technical controls, or having the ability to modify or bypass any or all security controls).

**“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

**“Allegedly Infringing Materials”** means the materials that infringe or are alleged to infringe on the Intellectual Property Rights of a third-party.

**“Approved Pre-Existing Works”** means any Contractor Pre-Existing Works, Third-Party Components, and/or Open-Source Components that have been, prior to inclusion or use, identified in writing as Contractor Pre-Existing Works, Third-Party Components, or Open-Source Components and include the version number, source, supply chain relationships, libraries, and dependencies of each work, and such works have been: 1) included in a Statement of Work or other Schedule under this Contract; or 2) approved in writing by the State’s Program Manager (or designee) and, if applicable, included in a Software Bill of Materials (SBOM).

**“Business Day”** means Monday, Tuesday, Wednesday, Thursday, and Friday except for State recognized holidays or when the State is authorized or required by law to be closed for business.

**“Change Notice”** means a writing executed by the parties to this Contract memorializing a change to this Contract.

**“Change Proposal”** means a written proposal for implementing a requested change to this Contract.

**“Change Request”** means a written request that seeks a change to this Contract.

**“Confidential Information”** means all information and documentation of a party that: has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; 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, should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was: subject to disclosure under the Michigan Freedom of Information Act; already in the possession of the receiving party without an obligation of confidentiality; developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; obtained from a source other than the disclosing party without an obligation of confidentiality; or, publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information

**“Contract”** means the Notice of Contract, Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda appended to this Contract and any subsequent Change Notices.



**“Contract Administrator”** is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in Schedule A or subsequent Change Notices.

**“Contract Change”** means changes to this Contract made through a Change Notice.

**“Contractor”** has the meaning set forth in the preamble.

**“Contractor’s Bid Response”** means Contractor’s proposal submitted in response to the Solicitation.

**“Contractor Personnel”** means all employees of Contractor, Affiliates, or any subcontractors or Permitted Subcontractors.

**“Contractor Pre-Existing Works”** means any software, documentation, technology, materials, designs, including but not limited to any Open-Source Components, Third-Party Components, artificial intelligence or machine learning models, or other intellectual property, that Contractor developed or acquired prior to the Effective Date of this Contract, or developed or acquired independently of this Contract, and not specifically created for the State under this Contract.

**“Contractor Project Manager”** means the individual appointed by Contractor and identified in Schedule A or subsequent Change Notices to serve as the primary contact, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

**“Deliverables”** means Software and Non-Software Deliverables that Contractor is required to or otherwise does provide to the State under this Contract.

**“Digital Accessibility Standards”** means the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards>.

**“Digital Deliverables”** means Deliverables, information, and/or content created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet).

**“Documentation”** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents and materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support and technical and other components, features and requirements of the Software and/or any Software Deliverable.

**“Effective Date”** means the date set forth in the preamble.

**“Fees”** means the fees set forth in the Pricing Schedule.

**“Harmful Code”** means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software,

firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the Services and/or the Deliverables to be accessed or used as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

**“Hosted Services”** means the hosting, management and operation of the: Operating Environment, Software, other services (including support and subcontracted services), and related resources for access and use by the State and any users, including any services and facilities related to disaster recovery obligations.

**“Integration Testing”** means additional Acceptance Tests performed, to ensure full operability, integration, and compatibility among all elements of the Software. This includes testing the integration of the Software with external systems, databases, and third-party services, as applicable.

**“Intellectual Property Rights”** means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

**“Key Personnel”** means any Contractor Personnel identified as key personnel in this Contract.

**“Model Cards”** means documents provided with machine learning or artificial intelligence models that explain the context in which the models are intended to be used, details of the performance evaluation procedures and other relevant information.

**“Nonconformity” or “Nonconformities”** means any failure or failures of a Deliverable, to conform to the requirements of this Contract.

**“Non-Software Deliverables”** means all Deliverables other than Software, including but not limited to, Documentation and all other documents and materials.

**“Object Code”** means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

**“Offshore Resources”** means resources, including Contractor Personnel, outside of the United States or its territories.

**“Open-Source Components”** means any software component that is distributed under an open-source license or any other license that aligns with the Open-Source Definition as outlined in the Open-Source Initiative, specifically excluding copyleft license.

**“Operating Environment”** means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

**“Permitted Subcontractor”** means any third party used by Contractor to perform Services under this Contract that will have Access to or have the ability to control Access to State Data.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

**“Personal Data”** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including biometric information.

**“Pre-Existing Works”** means any Contractor Pre-Existing Works, Third-Party Components, and/or Open-Source Components.

**“Pricing Schedule”** means the schedule attached as **Schedule B**.

**“Proceeding”** means any litigation, investigation, arbitration, or other proceeding involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the Term.

**“Process”** means to perform any operation or set of operations on any data, information, material, work, or content, whether or not by automated means, including, but not limited to, collection, recording, input, output, download, reproduce, organization, structuring, storage, translation, adaptation or alteration, retrieval, use, process, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Processing”** and **“Processed”** have correlative meanings.

**“Protected Health Information”** or **“PHI”** means information which is defined under the Health Insurance Portability and Accountability Act (**“HIPAA”**) and its related rules and regulations.

**“Representatives”** means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

**“Services”** means any of the services Contractor is required to or otherwise does provide under this Contract.

**“Service Level Agreement”** means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

**“Site”** means any physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of any Software.

**“Software”** means, singularly, in combination, or collectively as a whole, the Software Deliverables that Contractor creates or otherwise provides to the State under this Contract,

including without limitation all updates, patches, new versions, new releases, enhancements, improvements, and other modifications of the foregoing.

**“Software Deliverable”** means any Software Work Product, and/or any Approved Pre-Existing Works, provided under this Contract.

**“Software Bill of Materials”** or **“SBOM”** means the list of all the software components, libraries, and dependencies used in a software product, including but not limited to Third-Party Components.

**“Software Work Product”** means all software that Contractor develops, creates, delivers, or otherwise provides to the State as Work Product under this Contract, including but not limited to applications, computer programs, modules and systems, customizations, configurations, application programming interfaces, computer scripts, routines, macros, programming tools, user interfaces, and all updates, upgrades, patches, new versions, new releases, enhancements, improvements, and other modifications of the foregoing

**“Solicitation”** means the State’s request to solicit responses for Deliverables and Services.

**“Solution”** means Deliverables and Services singularly or in any combination thereof, as applicable.

**“Source Code”** means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

**“Specifications”** means the business and/or technical specifications or requirements set forth in the in a Statement of Work or elsewhere in this Contract.

**“State”** means the State of Michigan.

**“State Data”** means User Data, Work Product, and all data (including, but not limited to, text, sound, software, video, or image files) made available to Contractor or Processed by Contractor in connection with this Contract.

**“State Materials”** means all materials and information, including but not limited to documents, data, know-how, ideas, trademarks, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract, whether or not the same: (a) are owned by the State a third party or in the public domain, or (b) qualify for or are protected by any Intellectual Property Rights.

**“State Program Managers”** are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of

the Deliverables; and (c) perform other duties as may be specified in a Statement of Work. State Program Managers will be identified in **Schedule A** or subsequent Change Notices.

**“State Review Period”** means the 30-calendar day period the State has for reviewing Non-Software Deliverables.

**“State Systems”** means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

**“Statement of Work”** means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

**“Stop Work Order”** means a written noticed issued by the State directing Contractor to suspend all or part of the activities.

**“Support Services”** means the maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

**“Term”** means the term set forth in the preamble including any renewals, extensions, and any applicable Transition Period.

**“Terms and Conditions”** means the part of this Contract labeled Software Development Terms and Conditions.

**“Testing Period”** means the 30 Business Day period the State has for testing Software.

**“Third-Party Components”** means all components, including Open-Source Components and artificial intelligence or machine learning model, that are the Intellectual Property of a third party.

**“Transition Assistance”** means the transition assistance outlined in the Transition Assistance Section of the Terms and Conditions and **Schedule G**, if applicable.

**“Transition Period”** means the 180-calendar day period immediately after the termination or expiration of this Contract that Contractor will provide Services and reasonable transition assistance as set forth in the Transition Assistance section of the Terms and Conditions.

**“Unauthorized Removal”** means Contractor’s removal of any Contractor Personnel without prior written notice to the State and, for Key Personnel, Contractor’s removal without the prior written authorization of the State.

**“Unauthorized Removal Credit”** means the credit issued to the State for Contractor’s Unauthorized Removal of Key Personnel or other Contractor Personnel.

**“User Data”** means all data, queries, prompts, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any user, device, system or network by or on behalf of the State, including but not limited to any and all works, inventions, data, analyses, information that identifies the State or the State’s intended users’ devices or equipment, location information, or other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, even if not input by a user.

**“Warranty Period”** means the 90-calendar day period commencing on the date of the release of the Software into the production environment for which Support Services are provided free of charge.

**“Work Product”** means Deliverables, including, but not limited to Software Work Product, made or created by Contractor, regardless of whether created, developed, or generated by a human, non-human, or some combination thereof, specifically for the State, that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.



## SCHEDULE A – STATEMENT OF WORK

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### BIDDER INSTRUCTIONS:

This schedule identifies the anticipated requirements of any Contract resulting from this Solicitation. The term “Contractor” in this document refers to a bidder responding to this Solicitation.

**Bidder must respond to each requirement or question marked “BIDDER RESPONSE” below** and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

### 1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

| Term        | Definition                                                                                                                                                                                                       |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application | A software program which provides functionality for end users and Contractor services.                                                                                                                           |
| AWS         | Amazon Web Service                                                                                                                                                                                               |
| DTMB        | Michigan Department of Technology, Management, and Budget.                                                                                                                                                       |
| MDHHS       | Michigan Department of Health and Human Services.                                                                                                                                                                |
| MiLogin     | Michigan's identity management solution that allows users the ability to access many state services and systems online, across multiple departments, using a single ID and password.                             |
| NGDI        | Next Generation Digital Infrastructure (NGDI) represents the State of Michigan's innovative design and implementation of a private cloud that is maintained by the Department of Technology, Management & Budget |
| SSO         | Single sign-on (SSO) is a session and user authentication service to permit a user to use one set of login credentials.                                                                                          |
| SUITE       | State Unified Information Technology Environment (SUITE) is based on industry best practices and provides guidance for the entire project life cycle to ensure consistent process usage in                       |

|                    |                                                                                                                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | project management throughout the State of Michigan for unified, understandable, and agreed upon guidance in the delivery of successful Information Technology (IT) project outcomes.                      |
| SCRUM              | Scrum is a framework of agile methodology that guides teams' structure and work through a set of values, principles, and practices in which incremental builds are delivered to end users every few weeks. |
| CMS                | Centers for Medicare & Medicaid Services                                                                                                                                                                   |
| IRS                | Internal Revenue Service                                                                                                                                                                                   |
| FNA                | Food and Nutrition Administration                                                                                                                                                                          |
| MiConnect Solution | An Application, or combination of Applications, created and maintained on the Salesforce platform for the State of Michigan to support specific MDHHS needs or program services.                           |

## 2. BACKGROUND

The MiConnect Solution provides multiple portals for MDHHS programs that allow MDHHS and DTMB to deliver an omni-channel digital experience to Michiganders, Michigan agencies and organizations at scale. It provides MDHHS with the ability to help every Michigander lead healthier and more productive lives by presenting a singular personalized experience, facilitating a streamlined approach for customer management, and yielding insights for improved processes. MiConnect must continue to function by providing modular extensibility, centralized messaging capabilities, program integration, and community resource integration/referrals.

The MI Bridges portal is the primary portal within the MiConnect Solution and serves as a single point of entry for application intake, completing renewals and reporting changes as directed by CMS and FNA policy. MI Bridges allows for eligibility screening, real-time application and eligibility status, and viewing of electronic documents and correspondence. Currently, MI Bridges includes healthcare coverage programs (Medicaid and associated health plans), Food Assistance Program (FAP/SNAP), cash assistance programs, Women, Infants & Children (WIC), Child Development & Care (CDC) childcare assistance, and State Emergency Relief (SER). In addition to MI Bridges, MDHHS leverages the MiConnect Solution for case management functions supporting programs for public health services.



In support of the MDHHS vision for self-sufficiency and for the health and safety of Michigan residents, the existing MiConnect Solution functionality must be sustained as a source of beneficiary empowerment; providing MDHHS and user access to a single common profile of individual information that is used across multiple programs, with the ability for supplemental information from trusted data sources to be added and updated in real time. The platform must support any additional MDHHS administered assistance programs added during the term of the contract, in accordance with applicable federal and state requirements.

### **3. PURPOSE**

Term of the Agreement: 5 Base Years with 5, 1-Year Options

The State seeks to procure a Contractor managed team of technically skilled personnel to deliver IT professional services that will assist DTMB staff in supporting the MiConnect Solution maintenance and operations activities. MiConnect operates on a Salesforce Platform and utilizes an Amazon Web Service (AWS) tenant.

The Contractor's resources will work under the direction of the DTMB Agency Services staff in conjunction with Contractor's Key Personnel and MDHHS resources (Staff) daily to develop and maintain MiConnect functionality as it relates to users throughout the State. The Contractor's Key Personnel are expected to be highly skilled with a demonstrated ability to manage teams, identify improvements, recommend solutions, and actively collaborate with the State to achieve strategic objectives.

**3.1 Scope** - The services to be provided by the Contractor resources must adhere to the State of Michigan SUITE framework, follow Agile methodologies leveraging extensive experience in SCRUM methodologies, and practice Human Center Design principles. The Contractor must provide and manage a skilled team that will meet an agreed set number of annual work hours for State planning. Contractor resources must possess the appropriate IT classifications/skills sets that meet or exceed the State's expectations in relation to tasks associated with the ongoing support of the existing MiConnect Solution.

Work encompasses maintenance and operation (M&O) activities to support the MiConnect Solution functionality; either of which may include minor development (enhancement) tasks. M&O and development work are ongoing activities classified by the State and triggered by changes such as federal and state regulations; evolving business needs; improving business processes; infrastructure software and hardware upgrades or changes; break/fixes as arise; and to advance performance for alignment with MiConnect strategic objectives. Minor development activities include technological upgrades, platform changes, audit remediation requirements and incremental refactoring of the existing MiConnect Solution and AWS tenant.

At the direction of the State, the Contractor is expected to provide and manage a team to support the following efforts:

- Transition/Knowledge Transfer
  - Responsible for activities relating to both transitioning onboarding tasks at the effective start date of the Contract and for transitioning offboarding tasks at end of Contract with collaboration and support by the State
  - Perform knowledge transfer to the State teams throughout the entire Contract term
  - Project initiation and planning
  - Identify Contractor Personnel and organizational structure, area leads and support that will act as primarily contacts for Transition/knowledge transfer tasks
  - Transition to and training of Contractor resources
- Maintenance, development, and technology upgrades
  - Analysis
  - Business Requirements definition
  - Functional and technical design
  - Construction (development)
  - Testing (see below for scope of testing services)
  - Training
- Testing
  - Unit/Integration testing
  - System testing (i.e., Quality Assurance Testing)
  - Regression testing
  - Performance and load testing
  - Provide User Acceptance Testing (UAT) assistance to the State
- Interface support to DTMB teams
  - Technical communications including system documentation
- Operations
  - Any requirements that the MiConnect Solution requires to provide current functionality
  - System and data security support
  - Audit support, including remediation tasks
  - Application and use case reporting
  - Issue resolution, troubleshooting, root cause analysis.
  - Disaster Recovery
- Incremental Refactoring
  - Measurable improvements to the codebase to refine the internal operational design with minimal external (user) impact.
  - Incremental refactoring, innovation, or enhancement work that require additional resources and is confirmed to be within the Scope of this Contract

will require an additional Statement of Work (SOW) that will be executed as a Change Notice to this Contract.

The anticipated Contractor Personnel (i.e., Resources) will be multifaceted to:

- provide Agile teams (minimally consisting of Scrum masters, Business Analysts, Technical leads, Developers, Testers) to work in partnership with, and under direction from, the State.
- provide a production support team including but not limited to technical leads and triage analysts.

Contractor must have sufficient resource pool to provide a variety of IT support services that have experience with the software to provide Support Services and Work Product for the development and operations of the MiConnect Solution and AWS tenant; further outlined in Section 11 Integration.

#### **4. IT ENVIRONMENT RESPONSIBILITIES**

Bidder must confirm and describe how they will meet the requirements of **SCHEDULE D – Service Level Agreement**.

**BIDDER RESPONSE:**

Included in **SCHEDULE E – Data Security Requirements**; the bidder will be required to meet all State PSPs, public and non-public applicable to this Solicitation. Non-public State PSP's are available to bidders under NDA. As part of this Solicitation, bidder is required to sign NDA before non-public PSPs are distributed.

Bidder must describe how identified components will maintain compliance with requirements in the **SCHEDULE E - Data Security Requirements**.

**BIDDER RESPONSE:**

## 5. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with the Digital Accessibility Standards.

Bidder must acknowledge that all deliverables provided will be in conformance with World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA specifications. If the Bidder will be including any third-party products in the Deliverables, Bidder must obtain and provide the third-party PATs .

Each PAT provided must state exactly how the product meets the specifications. All “Not Applicable” (N/A) responses must be fully explained. Bidder must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.1 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.1 Level AA, Bidder must provide detailed information regarding the plan to achieve conformance, including timelines.

Bidder must comply with this requirement.

### **BIDDER RESPONSE:**

## 6. USER TYPE AND CAPACITY

Contractor will provide support for the following minimum number of MiConnect users including concurrent users:

| Type of User   | Access Type      | Number of Users | Number of Concurrent Users |
|----------------|------------------|-----------------|----------------------------|
| Public Citizen | Read write       | 4,295,767       | 87,325                     |
| State Employee | Admin read write | 13,815          | 122                        |

|                      |            |     |    |
|----------------------|------------|-----|----|
| Approved Third Party | Read write | 637 | 48 |
|----------------------|------------|-----|----|

Bidder must explain how it will support MiConnect to ensure the expected minimum number of total and concurrent users will continue to access the Solution.

**BIDDER RESPONSE:**

## 7. ACCESS CONTROL AND AUTHENTICATION

Contractor must provide support for continued integration with the State's MiLogin IT Identity and Access Management (IAM) environment as described in the State of Michigan Administrative Guide ([1340.00.020.08 Enterprise Identity and Access Management Services Standard \(michigan.gov\)](#)) and Schedule E Data Security Requirements.

To support federation with the SOM MiLogin solution, the Contractor's resources must support Security Assertion Markup Language (SAML) or OpenID federated identity protocols.

Bidder must explain how they will meet the requirements for Access Control and Authentication.

**BIDDER RESPONSE:**

## 8. REQUIRED FUNCTIONALITY RELATING TO DATA RETENTION, DISPOSAL, AND RETRIEVAL

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, Contractor must ensure that the MiConnect Solution allows the State to:

- 1) retain all data for the entire length of the Contract.



- 2) delete its data or request the deletion of its data, even data that may be stored offline or in backups.
- 3) transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
- 4) retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor will not dispose of, delete, or destroy State Data without the prior written approval of the State.

The Contractor must work with the state to comply with State and Federal standards for Data retention policies and to optimize processes for archiving data within the State's on-premises infrastructure.

Bidder must review and explain how their Maintenance & Support of the MiConnect Solution will allow the State to comply with its data retention, disposal, and retrieval requirements.

**BIDDER RESPONSE:**

## **9. END USER AND IT OPERATING ENVIRONMENT**

Contractor will be responsible for providing all contractor resources with laptop computers, printers, office space and user peripherals to support MiConnect. Contractor will use laptops which are State imaged with the State's security settings. These devices are connected to the State's network and are used solely for this project. When the State alters the image and shares with Contractor, these will be reflected in all Contractor laptops.

The MiConnect Solution is hosted on the Salesforce Cloud Platform and interfaces with the State NGDI and/or internal containerized infrastructure environments that primarily run on a Linux-based operating system.

The Contractor must continue to configure MiConnect to accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users are able to access online services, Contractor must ensure applications and websites display and function accurately in, at minimum, the two most recent major versions of the following browsers or successor browser, without reliance on special plugins or extensions:



- Google Chrome
- Microsoft Edge
- Firefox
- Safari
- Any future browsers that obtain over 5% of market share as measured by industry sites such as statcounter.com or W3counter.com

Contractor must support the MiConnect Solution integration with current and future State controlled infrastructure environments (including the State's Salesforce instance) at no additional cost to the State.

## **10. SOFTWARE**

### **Look and Feel Standards**

All MiConnect portals as supported by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

### **Mobile Responsiveness**

The Contractor must utilize responsive design practices to ensure the MiConnect Solution is accessible via a mobile device.

### **SOM IT Environment Access**

Contractor must access State environments, from locations within the United States and jurisdiction territories, using one or more of the following methods:

- State provided VDI (Virtual Desktop Infrastructure) where compliant.
- Contractor owned and managed workstations maintained to all State policies and standards.
- Contractor required interface with State Systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
- Contractor will not access State environments or State Systems from locations outside the United States or the jurisdiction territories of the United States.

Bidder must identify any unique requirements to full fill the terms of the Contract.

### **BIDDER RESPONSE:**

Bidder must identify any third-party components, including open source components included with or used in connection with supporting the MiConnect Solution.

**BIDDER RESPONSE:**

Bidder must identify and describe the use of artificial intelligence (AI) within or used to support the MiConnect Solution.

**BIDDER RESPONSE:**

## **11. INTEGRATION**

Contractor must support integration for multiple components of the MiConnect Solution including the current technologies:

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Current Technology</b></p> | <ul style="list-style-type: none"> <li>• Integrations done through multiple Application Programming Interfaces (APIs)</li> <li>• Design, build, test, deploy across Salesforce platforms and AWS tenants.</li> <li>• Leverage AWS Services for marketing campaigns, on demand texting, and other AWS services.</li> <li>• Develop automated Continuous Integration (CI) and Continuous Delivery (CD) pipelines with DevSecOps security practices (leveraging automated testing tools, and automated security tools)</li> <li>• The following software supports MiConnect functionality:             <ul style="list-style-type: none"> <li>• Salesforce Service Cloud</li> <li>• Salesforce Marketing Cloud</li> <li>• Provar Test Automation</li> <li>• Selenium</li> <li>• Microsoft PowerBI</li> <li>• Blackthorne Events</li> <li>• Elastic Stack (ELK)</li> <li>• FIGMA</li> <li>• SonarQube</li> <li>• MiLogin</li> <li>• Microsoft Azure, including:                 <ul style="list-style-type: none"> <li>• SQL Server</li> <li>• DevOps (ADO)</li> </ul> </li> <li>• Additional technologies as needed</li> </ul> </li> </ul> |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Volume of Data</b>                                                                                                                                       | Microsoft Azure SQL Server relational database <ul style="list-style-type: none"> <li>• Current size of the production (PRD) database is 4.92 TB</li> <li>• Total of ~748 data fields/columns represented in the database tables.</li> <li>• Current combined MiConnect portals run an approximate record count of 2 million records/day.</li> <li>• 4.92 TB Other portals may be developed and supported as directed by the State</li> </ul> AWS transaction count (roughly 2,000,000 transactions per month) |
| <b>Format of the input &amp; export files</b>                                                                                                               | Through APIs in a multitude of formats input and export of files.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bidder must review and explain how the managed team of skilled resources will support the integration of the MiConnect Solution.<br><b>BIDDER RESPONSE:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## 12. RESERVED

## 13. RESERVED

## 14. TRAINING SERVICES

| Training Type      | How Training is to be Delivered | How Many Individuals for Training               |
|--------------------|---------------------------------|-------------------------------------------------|
| Community Partners | Mentorship, Online              | Ongoing role-based on demand Training as needed |

|                                                                                             |                                                                                                                                                                                                                            |                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administrator Training                                                                      | Mentorship,<br>Online                                                                                                                                                                                                      | Ongoing role-based on<br>demand Training as needed                                                                                                                                                           |
| Other (General Staff, MPH<br>affiliate etc.) Training                                       | Mentorship,<br>Online                                                                                                                                                                                                      | Ongoing role-based on<br>demand Training as needed                                                                                                                                                           |
| <b>Additional Information</b>                                                               |                                                                                                                                                                                                                            |                                                                                                                                                                                                              |
| Contractor to provide<br>training in the form of<br>mentoring, shadowing to<br>State staff. | Documentation must be<br>provided for SUITE and<br>AGILE requirements,<br>Runbooks, standard<br>operating procedures, or<br>any other relevant<br>MiConnect<br>documentation to be<br>provided at the States<br>direction. | Contractor must train State<br>staff for the ability to self-<br>manage the MiConnect<br>Solution including<br>implementation/go-live<br>tasks and for ongoing<br>maintenance and<br>operational activities. |

The Contractor resources are expected to mentor and coach the State staff team members with an objective of teaching the necessary skills required to support enhancements and ongoing M&O tasks for the MiConnect Solution.

The Bidder may recommend alternative training methods and must provide a training plan for go-live support and transition to State self-support.

**BIDDER RESPONSE:**

Bidder must provide details on, and examples of, clearly written instructions and documentation that demonstrates a clear understanding of how to enable the State to successfully operate the MiConnect Solution without additional Bidder support.

**BIDDER RESPONSE:**

## 15. TRANSITION RESPONSIBILITIES

Bidder must provide a detailed transition-in and transition-out plan in **Schedule F – Transition In and Out Plan**, including any roles or responsibilities expected of the State. The plans must demonstrate the steps to migrate between Bidder’s support services and any prior or subsequent third-party support services.

### **BIDDER RESPONSE:**

## 16. DOCUMENTATION

Contractor must update or develop user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the MiConnect Solution.

At the States direction, the Contractor must develop and submit for State approval complete, accurate, and timely MiConnect Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor’s user documentation must provide detailed information about all MiConnect features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests. All such documentation is owned by the State.

Bidder must provide details on, and examples of, documentation to meet the requirements set forth in this section.

### **BIDDER RESPONSE:**

## 17. ADDITIONAL PRODUCTS AND SERVICES

Bidder may recommend additional products or services that the State specifications do not address but may be necessary to implement changes and support the MiConnect Solution.

### **BIDDER RESPONSE (OPTIONAL):**

|  |
|--|
|  |
|--|

## 18. CONTRACTOR PERSONNEL

### Contractor Personnel Capacity Requirement

The information included in this Section 18 and in Section 19, list the minimum IT resource classification roles to be provided under this Contract. The Contractor billable hours are based on the current workload planned for the MiConnect M&O and enhancement support. The total annual required billable hours (capacity) for this Contract for all Key and non-Key Contractor Personnel is 137,676, or approximately 11,473 billable hours per month.

Billable hours only include actual hours worked on State directed and approved efforts and do not include any holiday, vacation, sick leave, travel, or other non-working time. Contractor resources must record all billable hours in the State's Clarity time tracking system and this data will be used to measure and track actual billable hours to the Contract capacity.

The State requires scalability of Contractor support. Billable hours are monitored monthly. The State may increase or decrease Contractor resources and associated costs. Changes to Contractor resources and costs will be executed through a Contract Change Notice and accompanied by a Statement of Work that minimally documents the revised Contractor Personnel count, the updated estimated capacity, and Schedule B Pricing table.

The estimated count of Contractor Key Personnel roles are listed in Section 19 below.

**Non-Key Contractor Personnel** resumes are not required for State review or acceptance. However, there are required skill sets that each resource must demonstrate throughout the term of the Contract. The State may require resumes to be provided upon request. Bidder must provide contact information for non-key Personnel in Schedule D – Attachment 1. The State anticipates that the following roles will be necessary as non-key Personnel:

### **Contractor Contract Administrator**

The Contractor Contract Administrator is responsible to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract. The Contract Administrator will report to the General Manager of DTMB Agency Services for MDHHS and the State Contract Project Managers with DTMB Central Procurement oversight. The duties of the Contract Administrator include, but are not limited to:

- Support the management of the Contract

- Facilitate dispute resolution
- Advise the State of performance under the terms and conditions of the Contract
- Manage contractor's subcontractors
- Serve as the single point of contact for all contract matters
- Assess and report contract feedback and status
- Escalate contract issues, risks, and other concerns
- Manage and report on the contract budget

The State reserves the right to require a change in the assigned Contract Administrator if the assigned Contract Administrator is not, in the opinion of the State, adequately serving the needs of the State.

### **Business Analyst**

- Analyzes and evaluates business requirements, consults with personnel from various departments and identifies areas for the development of technical solutions to automate and/or improve business processes.
- Provides recommendations on enhanced systems, software, upgrades, and modifications.
- Responsible for reviewing assigned business processes from end-to-end to identify and address operational and financial improvements.
- Responsible for analyzing and understanding Business requirements through discovery sessions and translating requirements into user stories for project team development.
- Review business processes and identify opportunities and strategies to improve business efficiency.
- Performs various tasks to assist both end-users and software developers.
- Troubleshoot software issues, conducting hardware or software repairs, generating reports on software analysis, and configuring software systems.

### **Architect**

- Responsible for leading and/or consulting on the development of System Architecture
- Work closely with the DTMB Architect to ensure the Solution satisfies requirements and will function as designed in the State Enterprise network.
- Support Services for Amazon Connect with general maintenance and support services including troubleshooting, snapshot management, CloudWatch configuration, and ongoing operation of the Amazon Connect.

### Programmer

- Responsible for designing, implementing, and maintaining Salesforce-based software and applications, contributing to all stages of the software development lifecycle.
- Thoroughly analyze user requirements, envision system features, and define application functionality.
- Maintain Technical Design Documents.
- Conduct Code reviews to ensure quality and performance compliance.
- Participate in architecture and design discussions, ensuring compliance with enterprise frameworks and security guidelines.

### Testers

- Identify positive, negative, boundary and regression scenarios to ensure end-to-end test coverage.
- Conduct testing on software, websites, and other technical products to identify and resolve bugs, defects, and other potential issues.
- Responsible for the testing phase of the production process to ensure that final products meet the company standards.
- Develop and execute test plans to ensure that all objectives are met. Implement and monitor test scripts to assess.
- Design and maintain automated regression test suites using approved testing frameworks.  
Integrate automated tests in CI/CD pipelines to support continuous testing and deployment.

## 19. CONTRACTOR KEY PERSONNEL

At a minimum, the Contractor must provide resources for the following **Key Personnel** classification roles:

| Key Personnel Classification Roles (Resume Template Required) |    |
|---------------------------------------------------------------|----|
| Security Officer*                                             | .5 |
| Administrative Executive and Engagement Leadership*           | 1  |
| Project Manager                                               | 1  |
| Production Technical Lead Support Manager                     | 1  |
| Developer/Scrum Lead Support Manager                          | 1  |
| Test Lead Support Manager                                     | 1  |

|                                                    |            |
|----------------------------------------------------|------------|
| Solution/Business Requirement Lead Support Manager | 1          |
| <b>Total Key Personnel</b>                         | <b>6.5</b> |

*\*The Administrative Executive and Engagement Leadership and the Security Officer roles support strategic alignment and are not included with the Contractor resource capacity.*

Resumes for **Key Personnel** are required for State review and acceptance. Any change to Key Personnel must adhere to the IT Professional Services Terms and Conditions, section 3.5 Key Personnel and Unauthorized Removal of Contractor Personnel.

**Key Personnel** Classification Role Skills and Experience Requirements are summarized below. Contractor Key Personnel roles are identified above and in Attachment 1, Resume Templates.

#### **Contractor Security Officer:**

Contractor resource who acts as the single point of contact for all matters relating to personnel and data security with the authority to act on behalf of Contractor in matters pertaining thereto.

#### **Administrative Executive and Engagement Leadership:**

The Administrative Executive and Engagement Leadership is primarily responsible to:

- Be accountable for the overall responsibility for the Contractor project delivery and ensure compliance to the terms of this Contract.
- Provide oversight of the Contractor's resources overall project delivery and completion.
- Facilitate executive working sessions.
- Collaborate with the State on the strategy and direction.
- Engage SMEs from multiple sources on specific needs.

#### **Contractor Project Manager.**

The Contractor Project Manager is primarily responsible to:

- Serve as the primary contact for matters pertaining to the Contractor Services, specifically related to the receipt and processing of Support Requests and the Support Services.
- Provide oversight and is accountable for the project deliverables.
- Lead the day-to-day delivery of the project work and tasks, including but not limited to:
  - Facilitate leadership meetings and working sessions;



- Direct and oversee project teams, work streams, quality management, financial management, and the methods, standards, and guidelines for the project;
- Work closely with the functional and technical leads on the project to make sure the project solution meets business, functional and technical requirements;
- Serve as a liaison for the project with responsibility for maintaining the client relationship.
- Delegate or assign responsibilities to the team leads or select project team members to manage specific project areas (e.g., risk, quality, communication, or deliverable version and change control).

**Production Technical Lead Support Manager:**

The Production Technical Lead Support Manager is primarily responsible to:

- Direct the technology team activities in all integration and development activities, as well as data management and reporting.
- Provide overall design oversight and subject matter knowledge.
- Identify opportunities for streamlining solutions within the chosen technologies and across regions.
- Challenge design gaps.
- Create awareness and clarity related to design decisions.
- Provide ownership for detailed project plans in the above-mentioned areas.
- Help confirm that integration and technology teams are aligned with overall project timelines and milestones.
- Assist in the development of deployment strategy and readiness assessments at significant milestones.
- Acts as a subject matter expert and is highly knowledgeable about the technical aspects of the software application modules to implement and customize software development.
- Oversee the work performed by the legacy analyst and application developer.
- Works closely with the application functional analyst to review functional specifications.
- Support in maintaining the production system's integrity. This includes providing deployment support when pushing changes to production, triaging defects reported to the State Help Desk, and deploying data fixes or defect corrections to production as necessary.
- Ensure that the system is functioning properly in production. Specific Responsibilities include but are not limited to:
  - Capacity planning and load testing;
  - Oversee production deployments; and

- Act as primary liaison to security compliance team

### **Developer/Scrum Lead Support Manager:**

The Lead Application Development Managers are primarily responsible to:

- Understand and direct the landscape, approach, strategy, architecture design and standards, and guidelines of the software development effort.
- Ensure team efforts include quality software code, user experience, integration, data conversion and data transformation.
- Document the technical specifications and building and testing data integration programs, including extract transform-load (ETL) and other non-operational data conversion programs.

### **Required Skills and Experience:**

5 years of experience managing the development of systems of similar size and scope of this solicitation.

5 years of experience facilitating meetings with clients and stakeholders.

Excellent communication and organization skills required with ability to motivate and guide staff to ensure secure, accurate, efficient, and timely delivery of service.

Candidate(s) must possess:

- Education: Bachelor's degree
- Certification: Technical certifications in Java, Python or other relevant technical areas.

### **Test Lead Support Manager:**

The Lead Testing Manager is primarily responsible to:

- Verify that system changes are tested across all functionality and integration points.
- Provide expert advice and guidance on test methods, techniques, and tools at all stages of the development life cycle with the aim of implementing the best approach to testing.
- Oversight of automation of test scripts.
- Coordinate activities within and across multiple groups for end user testing, performance testing, smoke testing.

### **Solution/Business Requirement Lead Support Manager**

Contractor Solution/Business Requirement Lead Support Manager contractor resource who is responsible for responding to State inquiries regarding testing activities (Support

test automation, planning, deliverables, triage support.) as it relates to delivering the contractors solution. Contractors must inform the State of any change to this resource.

The Test Lead is primarily responsible to:

- Verify that system changes are tested across all functionality and integration points.
- Provide expert advice and guidance on test methods, techniques, and tools at all stages of the development life cycle with the aim of implementing the best approach to testing.
- Oversight of automation of test scripts.
- Coordinate activities within and across multiple groups for end user testing, performance testing, smoke testing.

## **20. CONTRACTOR PERSONNEL REQUIREMENTS**

Contractor resources will be subject to the rules, regulations, and policies of DTMB and the Michigan Department of Civil Service. Contractor resources will be subject to DTMB and MDHHS rules for computer and Internet usage and will be required to sign an acceptable use agreement, as required of DTMB's and MDHHS's own employees.

Contractor resources must attend MDHHS orientation, security awareness training and any other relevant security and/or confidentiality training. Contractor staff must sign any appropriate agreements or training certifications.

Contractor staff assigned to work with restricted (a.k.a. sensitive) data have an obligation to safeguard and protect the confidentiality of such data. Further, if the staff member accidentally or purposefully releases restricted or sensitive data, the contractor assumes full responsibility for any resulting penalties, such as those described in the Identity Theft Protection Act (Act 452 P.A. 2004, amended July 2007).

Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. Contractor will ensure that resources exhibit professional conduct and act in the best interest of the State.

Contractor resources are expected to conform with the States' remote work model. Currently, State staff are to physically work in the office two days a week, if that model

changes it is expected that the Contractor resources will align with State directives for onsite work. Any off-site work outside State directives must be coordinated between the Contractor Project Manager and the DTMB Project Manager who will provide written approval for specific resource(s).

Contractor work is to be performed, completed, and managed near the Lansing MI location below, with site access and conditions the same as those provided to State staff:

Grand Tower Office Building  
235 South Grand Ave  
Lansing, Michigan 48933

Contractor resources must provide services during normal working hours (Monday through Friday, 7:00 a.m. to 6:00 p.m. Eastern Standard Time) and possible night and weekend hours depending on support requirements such as scheduled releases, implementing break/fix, resolving application issues, etc.

No overtime will be authorized or paid. The State is not obliged to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

Contractor resources shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. Contractor will not be reimbursed for travel expenses or travel time.

Contractor office space and work equipment is to be provided by the Contractor; the State is not obligated to provide Contractor office space or equipment.

Contractor will provide a mechanism for expedited procurement of staff to meet a need for immediate replacement or for mission critical services. Contractor will ensure that the resources proposed for this assignment are fully trained and meet the skill set requirements of the job position being filled, including:

- Contractor must recognize that the technical architecture and related tools will change from time to time. Contractor resource(s) assigned must maintain knowledge and skills in the tools and technology associated with their assigned role.
- Contractor is responsible for training resource(s) on new or changed technology (e.g., Contractor resource needs training in a particular tool to perform their State assignment) or must provide new resource(s) who are

skilled and experienced with the new tool or technology, at the State's discretion.

- The cost of the training (i.e., course or class), including any travel expenses, and the training hours will not be billable to the State.

Per the IT Professional Services Terms and Conditions, section 3.5 Key Personnel and Unauthorized Removal of Contractor Personnel, the Contractor is responsible for providing a 30-day written notice to the State in addition to a written plan for replacing and transitioning to a new Key resource, including knowledge transfer in the event an individual is terminated or voluntarily withdrawn from an assignment. The State may request the contractor replace the individual with an individual of equal or greater qualifications.

Bidder must describe how they will meet the Personnel requirements set forth above and note any exceptions for successful implementation and ongoing support of the Solution.

**BIDDER RESPONSE:**

**Background Checks.** Contractor must present certifications evidencing satisfactory ICHAT and drug test results for all staff identified for assignment to this project to the State of Michigan Program Manager designated for this Contract. In addition, proposed Contractor personnel will be required to complete a Michigan State Police background check and/or submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC), if required by project.

Annually, Contractor must perform an ICHAT for all staff identified for assignment to this project. Annual background check results will be reported to the State of Michigan Program Manager designated for this Contract.

Contractor, while employed with DTMB, will disclose to the State of Michigan Program Manager for this Contract, in writing at or before the beginning of the next scheduled duty shift:

- a. A felony or misdemeanor court conviction, whether by guilty plea, no contest plea, or trial.
- b. A felony arraignment.

Contractor will pay for all costs associated with ensuring its staff meet all requirements.

Contractor must notify the State Program Manager(s) prior to removing or replacing any Contractor Personnel with access to State Data under this Contract. Contractor must also provide written certification to the State Program Manager(s) that Contractor Personnel's access to State Data has been terminated. Contractor must notify the State in advance of allocating Contractor Personnel to multiple State Contracts or Projects. Contractor must provide detail of how a given Contractor Personnel meets the resource experience requirements in advance of replacing a Contractor Personnel. Contractor must provide the State Program Managers with current updates of any change in status for all Contractor Personnel who have access to State Data.

Contractor must seek approval from the State prior to removing or replacing any Contractor Personnel with access to State Data.

**Offshore Resources.** Use of Offshore Resources is prohibited per the Schedule E – Data Security Requirements. Contractor must comply with the data security and other requirements in this Contract.

Bidder must confirm that they are not using offshore resources or describe any possible conflicts with this requirement.

**BIDDER RESPONSE:**

**Disclosure of Permitted Subcontractors.** If the Contractor intends to utilize Permitted Subcontractors (including but not limited to cloud providers, managed security providers, staff augmentation, etc.) as defined in the Software Terms, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Solution.
- The relationship of the Subcontractor to the Contractor. Of the total bid, the price of the Subcontractor's work. Whether the Contractor has a previous working experience with the Subcontractor. If yes, provide details of that previous relationship.
- A complete description of the Solution that will be performed or provided by the subcontractor.

**Disclosure of GDBE**

| Bidder must provide detailed information as requested in the above requirement(s).                                                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|
| The legal business name, address, telephone number of the Permitted Subcontractor(s).                                                             |  |
| A description of Permitted Subcontractor's organization and the Services and/or Deliverables it will provide.                                     |  |
| The relationship of the Permitted Subcontractor to the Bidder.                                                                                    |  |
| Whether the Bidder has a previous working experience with the Permitted Subcontractor. If yes, provide the details of that previous relationship. |  |
| A complete description of the Contract Activities that will be performed or provided by the Permitted Subcontractor.                              |  |
| Of the total bid, the price of the Permitted Subcontractor's work.                                                                                |  |

- Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)
- GDBE definition:** "Geographically Disadvantaged Business Enterprise" also known as GDBE, is a Michigan-based business that satisfies one or more of the following: (i) Is certified as a Michigan HUBZone Small Business Concern by the

United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees either work at a secondary location or have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

- **Additional information on GDBEs can be found here:**

[Michigan GDBE Website](#)

| Bidder must provide detailed information on any GDBE.                                                                                                                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| The legal business name, address, telephone number of the subcontractor(s).                                                                                           |                 |
| A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities. |                 |
| The relationship of the subcontractor to the Bidder.                                                                                                                  |                 |
| Is the subcontractor a GDBE?                                                                                                                                          | Choose an item. |
| Whether the Bidder has a previous working experience with the subcontractor.<br>If yes, provide the details of that previous relationship.                            |                 |
| A complete description of the Contract Activities that will be performed or provided by the subcontractor.                                                            |                 |
| Of the total bid, the price of the subcontractor's work.                                                                                                              |                 |

## 21. STATE RESOURCES

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 |
|------------------------------|
| <b>Name:</b>                 |
| <b>Address:</b>              |
| <b>Phone:</b>                |
| <b>Email:</b>                |

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

| DTMB Program Manager |
|----------------------|
| <b>Name:</b>         |
| <b>Address:</b>      |
| <b>Phone:</b>        |
| <b>Email:</b>        |

| Agency Program Manager |
|------------------------|
| <b>Name:</b>           |
| <b>Address:</b>        |
| <b>Phone:</b>          |
| <b>Email:</b>          |

## 22. MEETINGS

Within fifteen (15) calendar days from the date of the Contract Start Date, the Contractor Project Manager must facilitate a project kickoff meeting with the support from the State's Project Manager and the identified State resources to document and review the approach to supporting the MiConnect Solution. This will include scheduled tasks, related timing, and risks or issues related to the planned approach. From project kick-off the Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on MiConnect work activities to ensure ongoing support success.

Beginning in Month 2, the Contractor Project Manager must facilitate weekly **Performance Review meetings** (more or less as determined necessary by the parties) to provide updates on the progress of the 1) transition and 2) the status of the MI Connect Solution M&O backlog.

The State reserves the right to request other meetings as it deems appropriate. Contractor personal may be responsible to plan, facilitate and attend meetings that relate to or support the MI Connect Solution.

The following meetings can be expected to take place between the State and the Contractor throughout the life of the Contract:

| Type                                  | Description / Purpose                                                                                                  | Responsibility  | Audience                                                                       | Method                                                                          | Frequency                   |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------|
| <b>Ownership Meeting</b>              | To discuss issues, change requests, issues, risks and overall status for the project that need to be known by Sponsors | Project Manager | Leadership Team                                                                | Group Meeting<br>Email<br>Project Status Report                                 | Monthly                     |
| <b>Weekly Status Meeting</b>          | To relay ongoing project status, list open issues, risks, milestones and accomplishments since last status             | Project Manager | Project Sponsors<br>Business Owner<br>Stakeholders                             | PPM Tool Status Report is accessed online or is distributed by the PM via email | Weekly                      |
| <b>Stage Exit Meeting</b>             | To discuss successful completion of the SUITE SEM Stages and to receive approval to proceed to the next stage          | Project Manager | Contractor Personnel<br>Project Manager<br>Project Sponsors<br>DTMB Sponsor(s) | Group Meeting                                                                   | End of each SUITE SEM Stage |
| <b>Project Technical Team Meeting</b> | To discuss technical issues and activities for the project.                                                            | Technical Lead  | Developers<br>Project Manager (as needed)                                      | Group Meeting<br>Email                                                          | As needed                   |

| Type                          | Description / Purpose                                                                                                                                                          | Responsibility | Audience                                      | Method                 | Frequency |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------|------------------------|-----------|
|                               |                                                                                                                                                                                |                | Other Resources (as needed)                   |                        |           |
| <b>Agile Scrum – Stand-up</b> | To Discuss: <ul style="list-style-type: none"> <li>• What I did completed yesterday</li> <li>• What I am plan on completing today</li> <li>• What are my roadblocks</li> </ul> | Scrum Master   | Project Team Members (technical and sponsors) | Brief stand-up meeting | Daily     |

Bidder must describe how they will meet the meeting requirements set forth above and note any exceptions for successful implementation and ongoing support of the Solution.

**BIDDER RESPONSE:**

If Bidder has an alternative planned approach for project meetings provide details, including purpose, roles and responsibilities, and proposed frequency.

**BIDDER RESPONSE:**

## 23. PROJECT CONTROL & REPORTS

**Project Control:** The Contractor Project Manager will store all User Stories, Tasks, Defects, and related artifacts in the State’s Azure DevOPs tool. The information needed to support the following reporting needs must be maintained by the Contractor and the Contractor’s staff.

All Contractor resources must submit and enter weekly timesheets into the State of Michigan’s Project Portfolio Management tool, Clarity PPM, for approval and reporting

purposes. The weekly Clarity PPM timesheet documents individual resource hours worked on for assigned project tasks.

**Project Reports:** Reporting formats must be submitted to the State’s Project Manager for approval within ten (10) business days after the execution of this Contract. Once both parties have agreed to the format of the report, it will become the standard to follow for the duration of the contract. The State reserves the right to request additional reports as needed.

**Project Status Report:**

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

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates. This includes but is not limited to:
  - Burndown Activity: A graphical representation used to depict the number of remaining Story Points over a period; these provide a view of the progress at the Sprint and Release levels. The source of this data will be from the State’s Azure DevOPs tool.
  - Sprint Demonstration Results
  - Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period. This includes but is not limited to:
    - Story Points done and accepted by the MDHHS Program Manager
    - Story Points done but not yet accepted by the MDHHS Program Manager
    - Defects resolved not found in current Sprint.
  - 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 take 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.

- Identify any new change control/request and describe progress in obtaining, scope, schedule or cost impacts.

### **Delivery Quality:**

The Contractor Project Manager will monitor Sprint and Release progress and provide a metric report using the data the State's Azure DevOps not later than one business day following the Sprint/Release Retrospective to the State's Program and Project Managers. The metrics will contain the following:

- Sprint/Release Metrics
  - Minimum/Maximum Story Points
  - Burn Down
  - User Story Acceptance
  - Velocity Variation
  - Review Effectiveness
  - Productivity
  - Planned vs. Acceptance
  - Sprint Stretch Factor
  - Story Points in progress and moving to the next Sprint.
  - Story Points planned but not started and being moved to the next Sprint.
  - Story Points planned but not started and moving back to the Backlog.
  - Maintenance Activity
  - Defect Summary of new, in progress, resolved, burndown with severity.
    - Defect Removal Efficiency
    - Defect Density
      - Acceptance Standard: 0.5
  - Quality Assurance Summary of test cases created, executed, and in progress.
    - Testing Effectiveness
    - Number of automated regression teste cycles executed.
    - For each execution of the automated regression cycle:
      - Number of tests failed.
      - Number of scenarios covered by automated regression testing.

- Percent Unit Test code coverage from the last build before submitting the status report.
  - Number of successful builds
  - Number of unsuccessful builds
- Forecasting Metrics
  - Projected number of Sprints needed to complete all work in the Product Backlog (finish date):
  - Minimum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Spring execution starts)
  - Maximum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Sprint execution starts)
  - Average Story Points accepted in a Sprint (minimum of 6 Sprints average)
- Defect Summary of new, in progress, resolved, burndown with severity.
  - Defect Removal Efficiency
  - Defect Density
    - Acceptance Standard: 0.5

### **Go/No Go Report**

For a Go/No Go decision to be made, the Contractor Project Manager will provide a breakdown of each sprint and/or release metric report using the data the State's Azure Dev Ops one business day prior (at a minimum) to the production release to the State's Program and Project Managers.

- Maximum Story Points accepted in a Sprint to date once the velocity has stabilized (usually 3-4 Sprints after Spring execution starts)
- Average Story Points accepted in a Sprint (minimum of 6 Sprints average).

**Operation Metrics and Maintenance Activity Report:** The Contract Project Manager will provide a monthly summarized status report to the State's Program and Project Managers. The monthly report will be provided in a mutually agreed upon collaboration tool. Metrics to include in the monthly report:

- Release Summary (current and future)
  - Provides status of the current and upcoming Releases
- ADO Defects
  - Provides the count & status of defects raised in ADO
- Enhancements

- Provides the summary of User Stories being worked by the MiConnect production support team as part of the system enhancement activities
- Tasks for data update and minor fix
  - Provides the summary of data update activities and minor fix worked upon by production support team
- Back-up, Archival, and Purging Activities
  - Provides a summary of all actions taken during the month to back up data, archive data, and purge data to continue to store incoming data
- Production Support Activities
  - Provides the summary of any additional tasks and activities performed by the production support team beyond defects fixes and enhancements
- Production Support Metrics
  - System performance SLAs will be identified and agreed upon for specific transactions and will be used during performance testing
  - Provide a monthly report based on established metrics as provided by the State
- Decisions Taken
  - Further explains the major decisions that were made during the month
- Issues & Risks
  - Details the issues & risks related to production support

Bidder must describe specific reports the Contractor will provide after contract execution and during the lifecycle of the contract, including all required scheduled reporting and details around the how and when metrics are captured/validated.

**BIDDER RESPONSE:**

## **24. PROJECT MANAGEMENT**

The Contractor Project Manager provides oversight of the MiConnect team and will collaborate with the State to ensure M&O changes and enhancements are developed, implemented and maintained for the ongoing functionality of the MiConnect Solution. The Contractor Project Manager is responsible for all related reports for project status and dashboards.

The Contractor Project Manager must act as an advocate for and align teams with Agile methodologies utilizing and expanding existing repeatable processes.

The Contractor Project Manager will be responsible for maintaining project schedules (or approved alternatives) identify tasks, durations, forecasted dates and resources – for both Contractor and State – that are required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost as described within this SOW must be addressed through an established 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 in writing by the Contractor.

The Bidder is required to review <https://www.michigan.gov/suite>. Bidders wishing to use their own documents must submit an example of the document that will be substituted. If the Bidder deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

### **BIDDER RESPONSE:**

The State's proposed schedule is set forth below.

| Event                        | Activity        | Schedule                              |
|------------------------------|-----------------|---------------------------------------|
| Planning                     | Kickoff Meeting | Contract Execution + 20 Calendar Days |
| Transition In Plan execution | Startup tasks   | Contract Execution + 180 days         |

|                                                                                    |         |         |
|------------------------------------------------------------------------------------|---------|---------|
| Provide Technical Support for Maintenance and Operations of the MiConnect Solution | Ongoing | Ongoing |
|------------------------------------------------------------------------------------|---------|---------|

Bidder may propose alternative timeframes, but Bidder must provide an explanation as to why the State's schedule is not feasible.

**BIDDER RESPONSE:**

**Agile Methodology:** The Contractor and State will plan an assignment of the requirements for each sprint. The Contractor will be required to work with the State's business and technical product owners to develop detailed user stories, based on the Business Requirements. As the release progresses, the assignment of the requirements may be changed by mutual agreement. All the release requirements must be completed for the Acceptance. c

Releases must include State-accepted functionality in the UAT and Production environments.

## 24.1 TESTING SERVICES AND ACCEPTANCE

To maximize testing efficiency, in collaboration with the State, the Contractor will utilize robust automated unit and integration testing to find issues quickly and to validate that no large-scale issues exist. Contractor will also implement usability testing to assure that a human centered approach is maintained, and the expected results are achieved. Contractor must provide a detailed testing strategy and approach for performance and other automated testing.

Contractor must also provide how it will consider the incremental development of future modules.

Prior to each major release, in collaboration with the State, the Contractor must complete Performance Testing to verify performance objectives are met under maximum load and validate system performance. The framework put in place must meet current and future

needs of the State of Michigan. The Contractor will utilize the State of Michigan approved automated and performance tools, which currently are Selenium, Provar and HP Load Runner. Specifically, performance testing and reporting will include:

- Configuration of load test infrastructure.
- Verification of the load test infrastructure.
- Verification of the application environment.
- Planning, requirement gathering, scripting, debugging of scripts, trial runs, execution & monitoring.
- All performance issues identified during load testing will be shared using a detailed report to the State of Michigan.
- Up to 3 load test runs in each release of up to a maximum of 2000 concurrent users.

The Bidder must provide an overall testing strategy and approach for performance, load, and other automated testing considering the incremental development of future modules.

**BIDDER RESPONSE:**

Please provide a Bidder response for #1. Bidder, please confirm your agreement and understanding with #2 and #3.

1) The bidder must specify processes and tools used for performing or contributing to:

- User Story documentation
- System Testing
- Unit Testing
- Data Exchange Testing
- Integration Testing
- Regression Testing
- Functional Testing
- Performance/Stress Testing
- Security/Vulnerability Testing
- Accessibility and Usability Testing
- User Acceptance Testing

- Release Dry Run
- Post Release Validation

- 2) The Bidder will provide test cases they use for lower environment testing.
- 3) They will provide video or screen shots showing how they tested each work item.

**BIDDER RESPONSE:**

When all the Sprints in a Release have passed QA/System/Integration testing and all User Acceptance Testing (UAT) phase entry criteria are satisfied, the Release will enter the UAT testing phase. The purpose of UAT is to confirm that the release meets stakeholder needs and conforms to the agreed-upon solution and project objectives and that the release conforms to the acceptance criteria of any approved and accepted User Stories, as identified per release, and the subsequent User Stories developed throughout the release and assigned to sprints. When the UAT stage is reached, it is expected that the occurrence of any defects submitted to UAT must be 15% or less of total count of UAT test cases. User Acceptance Testing (UAT) will be conducted by the State, with the Contractor's assistance, as required by the State. UAT will continue until all UAT phase exit criteria are satisfied. An end-to-end UAT will be conducted by the State at the completion of the final planned Release prior to the final deployment to Production. Prior to deploying any functionality into Production, the State will conduct any UAT testing required. The Contractor will assist with the UAT testing, as required.

Bidder please explain how you will meet this requirement to have UAT conducted at the end of each incremental Release to Production and any required end-to-end UAT testing.

**BIDDER RESPONSE:**

## **25. HUMAN CENTERED DESIGN (HCD)**

The State intends to utilize Human Center Design to increase stakeholder engagement and to improve state services. The Contractor may deploy specific activities to; garner stakeholder input, define needs, understand issues; facilitate ideation, facilitate prototype creation, set metrics/measures, and recommend a program of change. The Contractor

may engage in ongoing feedback with stakeholders through the implementation of recommended change. These activities should be reflected in the pricing structure.

Describe your methodology to HCD for this project, including how it is organized, the deliverables to be produced, the tools that will be leveraged in the process, and how the process can be sustained over time.

**BIDDER RESPONSE:**

Describe 3 experiences with relevant implementations and approach to improving end user experience, including the project timeline, cost, and success measures for each project.

**BIDDER RESPONSE:**

## 26. ADDITIONAL INFORMATION

- The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.
- Contractors and all subcontractors will adhere to federal rules found in 45 CFR 95.615
- Software ownership will follow federal rules found in 45 CFR 95.617

## SCHEDULE B - PRICING

Price must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State. Each month must include the planned resource capacity in hours and the total monthly Fixed Fee cost.

1. **Support Service Fees.** The Contractor must identify the firm fixed monthly cost for a committed amount of hours that the State may plan for ongoing support of the MiConnect Solution (the “**Support Service Fees**”) to meet the requirements of **Schedule D to the Contract Terms - Service Level Agreement**.

### Ongoing MiConnect Maintenance and Operations

Base Contract Years 1 – 5:

| Contract Month | Year 1<br>Capacity | Cost | Year2<br>Capacity | Cost | Year 3<br>Capacity | Cost | Year 4<br>Capacity | Cost | Year 5<br>Capacity | Cost |
|----------------|--------------------|------|-------------------|------|--------------------|------|--------------------|------|--------------------|------|
| Month 1        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 2        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 3        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 4        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 5        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 6        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 7        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 8        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 9        |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 10       |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 11       |                    |      |                   |      |                    |      |                    |      |                    |      |
| Month 12       |                    |      |                   |      |                    |      |                    |      |                    |      |
| <b>TOTAL</b>   |                    |      |                   |      |                    |      |                    |      |                    |      |

Year 1 must recognize any transition months and shall be priced accordingly.

Option Contract Years 6 – 10:

| Contract Month | Option Year 6<br>Capacity | Cost | Option Year 7<br>Capacity | Cost | Option Year 8<br>Capacity | Cost | Option Year 9<br>Capacity | Cost | Option Year 10<br>Capacity | Cost |
|----------------|---------------------------|------|---------------------------|------|---------------------------|------|---------------------------|------|----------------------------|------|
| Month 1        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 2        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 3        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 4        |                           |      |                           |      |                           |      |                           |      |                            |      |

| Contract Month | Option Year 6<br>Capacity | Cost | Option Year 7<br>Capacity | Cost | Option Year 8<br>Capacity | Cost | Option Year 9<br>Capacity | Cost | Option Year 10<br>Capacity | Cost |
|----------------|---------------------------|------|---------------------------|------|---------------------------|------|---------------------------|------|----------------------------|------|
| Month 5        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 6        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 7        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 8        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 9        |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 10       |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 11       |                           |      |                           |      |                           |      |                           |      |                            |      |
| Month 12       |                           |      |                           |      |                           |      |                           |      |                            |      |
| <b>TOTAL</b>   |                           |      |                           |      |                           |      |                           |      |                            |      |

| Summary of Contract Cost     | Total |
|------------------------------|-------|
| Base Contract Years 1 – 5    |       |
| Option Contract Years 6 - 10 |       |

The Contract pricing for IT Professional Support Service Fees will be awarded based on a firm fixed fee. However, for price evaluation purposes, Contractor must provide a breakdown of how Support Fees were calculated.

2. Postproduction Warranty. For newly created software modules, the Contractor must provide a **90** calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.

3. Rate Card for Ancillary Professional Services.

| Resource Role | On-Site Hourly Rate | Off-Site Hourly Rate |
|---------------|---------------------|----------------------|
|               |                     |                      |

If enhancements are required, which due to the amount of estimated effort cannot be completed within the body of the maintenance and operations activities, the State may issue Statements of Work (SOW) which may be either fixed price for a specific unit of work, or time and materials for a set period of staff augmentation. Additional SOW activities exceeding twenty (20) percent of the base contract must have federal approval.

Michigan.gov/MiProcurement

Price proposals must include a fixed-price hourly-rate rate card for ancillary professional services broken down by role. If Bidder differentiates between on-site and remote services, provide pricing for both.

Contractor must complete the above rate table for all IT classifications listed.

Full time employees/resources are based on a 40-hour work week (2080 hours per year).

#### 4. Additional Pricing Terms

The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: \_\_\_\_\_ % discount off invoice if paid within \_\_\_\_\_ days after receipt of invoice.

Invoices that are paid within 15 business days from the invoice date will initiate a 1% prompt pay discount on the following month's invoice amount. Invoices will be submitted to DTMB AP and to the Contract DTMB Project Manager and designee(s) on the same date as referenced on the invoice

If Contractor reduces its prices, or offers a lower price to any other entity, private or public, for any of the Solution during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Additional SOW activities exceeding twenty (20) percent of the base contract value must have federal approval.

#### 5. Invoice Requirements

Contractor will submit properly itemized invoices electronically to the DTMB-AP email at [DTMB-Invoice-Approvals@michigan.gov](mailto:DTMB-Invoice-Approvals@michigan.gov). Invoices must provide and itemize, as applicable:

- Contractor name, address, and phone number
- Dates covered
- Contract number
- Delivery order number
- Total dollars being billed by the contractor for the month

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

The Contractor may only invoice the State once a month for all resources.

[Michigan.gov/MiProcurement](https://Michigan.gov/MiProcurement)

6. Travel and Expenses

The State does not pay for overtime or travel expenses.

ENTER COMPANY NAME HERE

## SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 260000002346

### MiConnect Maintenance and Support

#### BIDDER INSTRUCTIONS

Do you accept these Insurance provisions as presented? **If Bidder takes exceptions to these provisions, bidder must redline these terms as part of its proposal response. Exceptions to the terms may be grounds for disqualification at the State's discretion. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions, may be deemed non-responsive.**

BIDDER RESPONSE:

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a.** Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;

- b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.

## 5. Proof of Insurance.

- a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
- b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
- f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

- 6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

## 7. Limits of Coverage & Specific Endorsements.

| Required Limits                                                                                                                                                                                                  | Additional Requirements                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Commercial General Liability Insurance</b>                                                                                                                                                                    |                                                                                                                                                                                                                                                                            |
| <b>Minimum Limits:</b><br><b>\$1,000,000 Each Occurrence</b><br><b>\$1,000,000 Personal &amp; Advertising Injury</b><br><b>\$2,000,000 Products/Completed Operations</b><br><b>\$2,000,000 General Aggregate</b> | 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 20 10 12 19 and CG 20 37 12 19. |
| <b>Automobile Liability Insurance</b>                                                                                                                                                                            |                                                                                                                                                                                                                                                                            |
| <b>Minimum Limits:</b>                                                                                                                                                                                           | Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions,                                                                                                                                                                 |

| Required Limits                                                                                                                             | Additional Requirements                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>\$1,000,000 Per Accident</b>                                                                                                             | agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.                                      |
| <b>Workers' Compensation Insurance</b>                                                                                                      |                                                                                                                                                                                        |
| <b>Minimum Limits:</b><br><b>Coverage according to applicable laws governing work activities.</b>                                           | Waiver of subrogation, except where waiver is prohibited by law.                                                                                                                       |
| <b>Employers Liability Insurance</b>                                                                                                        |                                                                                                                                                                                        |
| <b>Minimum Limits:</b><br><b>\$500,000 Each Accident</b><br><b>\$500,000 Each Employee by Disease</b><br><b>\$500,000 Aggregate Disease</b> |                                                                                                                                                                                        |
| <b>Privacy and Security Liability (Cyber Liability) Insurance</b>                                                                           |                                                                                                                                                                                        |
| <b>Minimum Limits:</b><br><b>\$5,000,000 Each Occurrence</b><br><b>\$5,000,000 Annual Aggregate</b>                                         | Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability. |

- a. **Non-Waiver.** This Section 6 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.

**8. Notice of Non-Compliance.** Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.

**9. Non-Waiver.** This Schedule C 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.

## SCHEDULE D – SERVICE LEVEL AGREEMENT (STATE HOSTED)

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### BIDDER INSTRUCTIONS

IF CONTRACTOR IS PROPOSING A STATE-HOSTED SOLUTION, THEN THIS SCHEDULE APPLIES.

Are you proposing a State-hosted solution?

BIDDER RESPONSE:

If so, do you accept these Service Level Agreement provisions as presented? **If Bidder takes exceptions to these provisions, bidder must redline these terms as part of its proposal response. Exceptions to the terms may be grounds for disqualification at the State's discretion. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions, may be deemed non-responsive.**

BIDDER RESPONSE:

### IF THE SOFTWARE IS STATE HOSTED, then the following applies:

The parties agree as follows:

**1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract Terms and Conditions.

**“Contact List”** means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

**“Critical Service Error”** has the meaning set forth in the Service Level Table.

**“First Line Support”** means the identification, diagnosis and correction of Errors by the State.

**“High Service Error”** has the meaning set forth in the Service Level Table.

**“Low Service Error”** has the meaning set forth in the Service Level Table.

**“Medium Service Error”** has the meaning set forth in the Service Level Table.

**“Resolve”, “Resolved”, “Resolution”** and the correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Service Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing.

**“Service Credit”** has the meaning set forth in **Section 3**

**“Service Error”** means, generally, any failure or error referred to in the Service Level Table.

**“Second Line Support”** means services Contractor provides in response to a Support Request, including the identification, diagnosis and Resolution of Service Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

**“Service Level Credit”** means a credit on Fees payable to the State because of a Service Level Failure.

**“Service Level Failure”** means Contractor’s failure to perform the Second Line Support in compliance with this Service Level Agreement within the applicable Service Level Metric.

**“Service Levels Metrics”** means the required Support Request Response and Resolution times referred to in the Service Level Table.

**“State Cause”** means any of the following causes of a Service Error: (a) a State managed server hardware problem; (b) a State desktop/laptop hardware problem; or (c) a State network communication problem.

**“State Systems”** means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

**“Support Hours”** means Standard hours from 7 a.m. – 6 p.m. EST Monday through Friday with on-call support depending on support requirements such as scheduled releases, implementing break/fix, resolving application issues, etc.

**“Support Request”** means the State’s request for Contractor to Respond to and Resolve a Service Error.

**“Support Request Classification”** means the type and/or severity designation of a Support Request according to and corresponding to the Service Error Classification of a Service Error that is the subject of a Support Request.

**“Support Request Response Time”** means the period of time, beginning when Contractor receives a Support Request, within which Contractor must acknowledge, in writing, its receipt of the Support Request, as set forth in the Service Level Table.

**2. Second Line Support.** The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Level Metrics and other Contractor obligations set forth in this **Section 2**.

**2.1 Second Line Support Responsibilities.** Contractor shall:

- (a) provide unlimited telephone support during all Support Hours;
- (b) respond to and Resolve all Support Requests in accordance with the Service Level Metrics;
- (c) provide unlimited remote Second Line Support to the State during all Support Hours;
- (d) provide on-premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and
- (e) provide to the State all such other services as may be necessary or useful to correct a Service Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

**2.2 Support Requests.** If a Service Error is not resolved by First Line Support and if the State has determined that a Service Error is not the result of a **State Cause**, the State may submit a Support Request. The State will include in its Support Request the applicable Support Request Classification (as set forth below in the Service Level Table) and a description of the Service Error and the time the State first observed the Service Error. The State will submit each Support Request by e-mail or telephone.

**2.3 State Obligations.** The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Service Error and to respond to and Resolve the relevant Support Request:

- (a) if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;
- (b) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
- (c) such other reasonable cooperation and assistance as Contractor may request.

**2.4 Service Level Table.** As set out in the "**Service Level Table**" below, applicable Service Level Metrics will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support

Request, in the case of Support Request Response time and (b) Resolved that Support Request, in the case of Support Request Resolution time. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's Support Request Classification, subject to the State's written agreement to revise such designation after Contractor's investigation of the reported Service Error:

**SERVICE LEVEL TABLE**

| Support Request Classification | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                           | Service Level Metric for Required Support Request Response Time              | Service Level Metric for Required Support Request Resolution Time)                                                                                                                                                                                                                                                                                     |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Critical Service Error</b>  | <p>The required uptime for the MiConnect Solution Production is 99.5% of the time, 24 hours per day, 7 days per week, excluding planned downtime.</p> <p>Any Service Error comprising or causing any of the following events or effects issue affecting the entire MiConnect Solution or a single critical production function:</p> <p>(a) MiConnect Solution down or operating in materially degraded state;</p> <p>(b) Data integrity at risk;</p> | Contractor shall acknowledge receipt of a Support Request within 30 minutes. | <p>Contractor shall Resolve the Support Request as soon as practicable and no later than 4 hours after Contractor's receipt of the Support Request.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.</p> |

| Support Request Classification | Definition                                                                                                                                                                                                                                                                                                                                                                               | Service Level Metric for Required Support Request Response Time                                                                                                          | Service Level Metric for Required Support Request Resolution Time)                                                                                                                                                                                    |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | (c) Material financial impact;<br>(d) Widespread access interruptions: or<br>(e) Classified by the state as a Critical Service Error                                                                                                                                                                                                                                                     |                                                                                                                                                                          |                                                                                                                                                                                                                                                       |
| <b>High Service Error</b>      | (a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or<br>(b) Primary component failure that materially impairs MiConnect Solution's performance;<br>(c) Data entry or access is materially impaired on a limited basis; or<br>(d) performance issues of severe | Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within 24 hours. | Contractor shall Resolve the Support Request as soon as practicable and no later than 2 Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around. |

| Support Request Classification | Definition                                                                                                                                                                                                                                                                                                                                                                | Service Level Metric for Required Support Request Response Time                     | Service Level Metric for Required Support Request Resolution Time)                                                                                                                                                                                                                         |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | nature impacting critical processes                                                                                                                                                                                                                                                                                                                                       |                                                                                     |                                                                                                                                                                                                                                                                                            |
| <b>Medium Service Error</b>    | <p>An isolated or minor Error in the MiConnect Solution that meets any of the following requirements:</p> <p>(a) does not significantly affect MiConnect Solution functionality;</p> <p>(b) can or does impair or disable only certain non-essential MiConnect Solution functions; or</p> <p>(c) does not materially affect the State's use of the MiConnect Solution</p> | Contractor shall acknowledge receipt of the Support Request within 2 Business Days. | <p>Contractor shall Resolve the Support Request as soon as practicable and no later than 10 Business Days after Contractor's receipt of the Support Request.</p> <p>If Medium Service Error has not been resolved in 10 Business Days, the State may resubmit as a High Service Error.</p> |
| <b>Low Service Error</b>       | Request for assistance, information, or services that are routine in nature.                                                                                                                                                                                                                                                                                              | Contractor shall acknowledge receipt of the Support Request within 5 Business Days. | <p>Contractor shall Resolve the Support Request as soon as practicable and no later than 60 Business Days after Contractor's receipt of the Support Request.</p> <p>If Low Service Error has not been resolved in 60 Business Days, the</p>                                                |

| Support Request Classification | Definition | Service Level Metric for Required Support Request Response Time | Service Level Metric for Required Support Request Resolution Time) |
|--------------------------------|------------|-----------------------------------------------------------------|--------------------------------------------------------------------|
|                                |            |                                                                 | State may resubmit as a Medium Service Error.                      |

**2.5 Escalation.** If Contractor does not respond to a Support Request within the applicable Support Request Time, the State may escalate the Support Request to the Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

**2.6 Time Extensions.** The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Support Request Response or Resolution times.

**2.7 Contractor Updates.** Contractor shall give the State monthly electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Service Error(s), including a description of the Service Error and the time of Contractor's response and Resolution with respect to each Support Request;
- (b) its Service Level performance, including Service Level response and Resolution times; and
- (c) the Service Credits to which the State has become entitled.

### 3. Service Level Credits.

**3.1 Service Level Credit Amounts.** If the Contractor fails to meet the Service Level Metrics, the State will be entitled to the corresponding Service Level Credits specified in the table below provided that the relevant Service Error did not result from a State Cause. If the Support Fee is paid other than monthly, the Support Fee will be converted to its monthly equivalent for purposes of determining the Service Credit based on the percentages in the table below. The credits will accrue on a monthly basis and be applied or paid to the State at the next occurring time of payment.

### SERVICE LEVEL CREDIT TABLE

| Support Request Classification | Service Level Credits<br>(For Failure to meet the Service Level Metric for Support Request Response Time)                                                                                                                         | Service Level Credits<br>(For Failure to meet the Service Level Metric for Support Request Resolution Time)                                                                                                                                                  |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Critical Service Error</b>  | An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's response exceeds the required Response time.                                                                                    | An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.                                                                                    |
| <b>High Service Error</b>      | An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Response time. | An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time. |

**3.2 Compensatory Purpose.** The parties intend that the Service Level Credits constitute a liquidated damage to the State and are not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's Service Level Failure would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Level Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's Service Level Failure.

**3.3 Issuance of Service Level Credits.** Contractor shall, for each invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Level Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within 15 Business Days of issue of the Service Level Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct (set off) the Service Credit Level from the amount payable by the State to Contractor pursuant to such invoice.

**3.4 Additional Remedies for Service Level Failures.** Contractor's repeated failure to meet the Service Level Metric(s) for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this

**Section**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

#### **4. RESERVE**

**5. Communications.** In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.

#### **6. Exclusions**

##### **Exceptions for Infrastructure**

The Contractor is not responsible for downtime related to infrastructure, including but not limited to data center, State hardware, network, storage, and telecommunications.

The Contractor is not responsible for downtime related to DTMB enterprise applications, including but not limited to MILogin, Filenet,

#### **7. Disaster Recovery**

The Disaster Recovery and Backup Plan will be based on the Salesforce.com's disaster recovery processes and standards. As the State has selected Salesforce already, the State accepts the disaster recovery and backup services and service level agreements provided by Salesforce.com. Salesforce provides a mirrored data environment in another Salesforce NOD, and also provides client's an archive capability. Creation of a backup environment outside of Salesforce for data backup is out of scope for this project.

## **SCHEDULE D – ATTACHMENT 1 – CONTACT LIST**

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### **BIDDER INSTRUCTIONS**

Bidder must provide a current list of Contractor contacts and telephone numbers to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

**BIDDER RESPONSE:**

## SCHEDULE E – DATA SECURITY REQUIREMENTS

### BIDDER INSTRUCTIONS

Do you accept these Data Security Requirements as presented? **If Bidder takes exceptions to these provisions, bidder must redline these terms as part of its proposal response. Exceptions to the terms may be grounds for disqualification at the State’s discretion. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions, may be deemed non-responsive.**

BIDDER RESPONSE:

**1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services and/or Operating Environment under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

**2. Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Solution who has sufficient knowledge of the security of the Solution and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

**3. Contractor Responsibilities.** 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 any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. 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 public and non-public State IT policies and standards, of which the publicly available ones are at <https://www.michigan.gov/dtmb/policies/it-policies>.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the Solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

**4. Acceptable Use Standard.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Standard, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf>. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Standard before accessing State systems or Data. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State Systems if the State determines a violation has occurred.

**5. Protection of State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;



5.3 ensure that the Software and State Data is securely stored, hosted, supported, administered, Accessed, and backed up in the United States or its territories. The use of Offshore Resources is not permitted;

5.4 ensure that any Customization development work is performed in the United States;

5.5 ensure the data center(s) in which Software and State Data resides minimally meets Uptime Institute Tier 3 standards (<https://www.uptimeinstitute.com/>), or its equivalent;

5.6 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.7 Throughout the Term, Contractor must not provide any part of the Solution from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.8 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the Processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.9 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Solution against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Solution; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Solution; and (iii) unauthorized access to any of the State Data;

5.10 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.11 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms; 5.11 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), OpenID Connect (OIDC) or comparable State approved mechanisms;



5.12 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

5.13 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

**6. Security Accreditation Process.** Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

**7. Unauthorized Access.** Contractor may not access, and must not permit any access to, State Systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

## **8. Security Audits.**

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 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 Services and from

time to time during the term of this Contract. 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. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least 5 Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's (if applicable) FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 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 8**.

**9. Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Web Application Security Standard and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Authenticated interactive scanning of application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or

(b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments

(i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and

(ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans. (a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release quarterly or more frequently if regulatory frameworks require and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third-Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third-party and open source software, all included third-party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third-party and open source software initially, for all updated third-party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

#### 10. Infrastructure Scanning.

10.1 Contractor must ensure their infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

#### 11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Solution to meet the applicable requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.



## **SCHEDULE E, ATTACHMENT 1 – TAX REGULATION, PCI COMPLIANCE, CEPAS, CJIS, SSA, ETC....**

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### **IRS Security Requirements**

I. PERFORMANCE In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements: (1) All work will be performed under the supervision of the contractor. (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS. (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited. (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material. (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures. (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method. (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI. (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS. (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI. (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract. (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract. (12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with



access to or who uses FTI. (13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein. II. CRIMINAL/CIVIL SANCTIONS (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. (4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. 203 III. INSPECTION The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or



automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

#### **BIDDER INSTRUCTIONS**

Do you accept these Data Security Requirements as presented? **If Bidder takes exceptions to these provisions, bidder must redline these terms as part of its proposal response. Exceptions to the terms may be grounds for disqualification at the State's discretion. General statements, such as that the Bidder reserves the right to negotiate the terms and conditions, may be deemed non-responsive.**

**BIDDER RESPONSE:**

## **SCHEDULE F – TRANSITION IN AND OUT**

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### **1. TRANSITION RESPONSIBILITIES**

The State seeks to have services begin upon contract execution, with a 180-day transition period to allow support from the incumbent Contractor, with full support of the MiConnect Solution to be assumed on day 181. The Contractor must provide Transition/Knowledge Transfer services for both onboarding tasks at the effective start date of the Contract, and for tasks relating to transitioning support at the end of the Contract. Transition services must be provided for both Transitioning In at the beginning of the Contract and reversing tasks for the same or similar support when Transitioning Out at the end of the Contract. The Contractor Personnel are expected to provide Knowledge Transfer to the DTMB Application Support team throughout the entire Contract Term.

#### **Knowledge Transfer/Transition In**

The Contractor must supplement the (In) Transition Plan that will be provided by the DTMB Application Support team. The Contractor's In Transition Plan supplement will describe tasks, activities, schedule, and resource roles required to successfully transition support services for the maintenance and operations of the MiConnect Solution. It will incorporate lessons learned from prior transition efforts, and from the development and continuous support. The objective is to enable a streamlined transition strategy while preserving key current processes and documentation.

#### **Knowledge Transfer/Transition Out**

The Contractor must develop a detailed and iterative (Out) Transition Plan that describes the tasks, activities, schedule, and resource roles required to successfully transition maintenance and support operations to a subsequent vendor, or internal support, at the direction of the DTMB Application Support team.

Integral to this plan is the continuous knowledge transfer from the Contractor team to provide information and training on the skills, comprehension and abilities required to assume maintenance and operations responsibilities. The Contractor will work in close collaboration with DTMB Application Support team to identify required training and develop training materials and operations documentation during the Contract term to support the future transition of support. Training may include various methods such as instructor-led courses or on-the-job shadowing of Contractor resources.

#### **Transition Plan**

The transition plan documents the proposed schedule, activities, and resource requirements associated with the transition tasks. The Contractor's transition plan must include the following content:

| Deliverable Section                          | Contractor's Approach to the Transition Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Introduction and Assumptions                 | This section outlines the purpose and objectives of the document. In addition, any project assumptions related to the transition effort are described in this section.                                                                                                                                                                                                                                                                                                                                                                                                               |
| Approach to Transition                       | The approach section provides an overview of the three phases of the transition period and the methods and tools that will be used by the project team.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Transition Risk and Issue Management Process | Confirms the established process for capturing, documenting, reviewing, and reporting upon risks and issues associated with the Transition process. In addition, this process will also describe the general approach to addressing risks and issues as they are identified.                                                                                                                                                                                                                                                                                                         |
| Transition Objectives and Success Criteria   | This section documents the specific objectives identified by DTMB, along with detailed metrics for assessing that the transition process was completed successfully for each component identified in the Transition Plan.                                                                                                                                                                                                                                                                                                                                                            |
| Transition Components                        | This section provides a detailed list of the tools, methods, procedures, and documentation that are part of the scope of Transition Services.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Transition Services                          | This section describes the specific methodologies and services that will be used to execute the Transition process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Transition Resources                         | This section of the Transition Plan lists the required resources for successful execution of the transition process across DTMB and the Contractor team, as well as any other stakeholders that are required to participate in the Transition process. Included within this section is a description of the required skill sets and qualifications for each of the positions included within the scope of the transition.                                                                                                                                                            |
| Detailed Transition Tasks                    | This section of the plan addresses the specialized functional and technical transition tasks. It describes and defines the critical tasks that need to occur in order to facilitate a smooth and orderly transition of functions. In addition, it outlines the resources that are required as part of the transition services and identify the "transition to" resources required for the transition, including those from DTMB and the Contractor team. It also identifies training that may be required to enable DTMB staff to assume maintenance and operations responsibilities |

|                         |                                                                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Timelines and Work Plan | The timelines and work plan section of the document defines the transition activity timeframes and provides a high-level chart to represent the transition services. In addition, a detailed work plan of the transition services will be included. |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Transition Timeline

Transition activities occur informally throughout the duration of the project. The Contractor is required to perform ongoing, informal training for DTMB Application Support team on platform issues, applications, and interfaces with the goal being for DTMB Application Support team to assume full support of the application over time. Support services include, but are not limited to:

- Provide a plan to set the cadence that will lay out a sequence of events where the Contractor provides a specified type of training that will assist and guide the implementation and maintenance of the solution.
- Provide on the job training and job shadowing/mentoring, over the shoulder direction, documentation, etc.

The Contractor must work with the DTMB Application Support team on a continual basis achieve the goals of the SOM Solution. This approach will ease the final transition process.

At Contract end, the Contractor must support formal Transition activities to complete the Transition process to a new support model as directed by the DTMB Application Support team. The timeline will begin approximately 12 months prior to the end of the contract period. An outline of the expected time schedule is as follows:

| Time frame                             | Contractor Support of System Support Transition Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>12 months prior to contract end</b> | <ul style="list-style-type: none"> <li>• Assess project experiences that may impact the approach to the transition effort</li> <li>• Identify Contractor transition manager and DTMB transition lead</li> <li>• Develop competency evaluation criteria to measure effectiveness of skill proficiency</li> <li>• Submit Transition Plan</li> <li>• Identify and finalize resources from Contractor team and DTMB</li> <li>• Review and finalize transition work plan</li> <li>• Finalize transition logistics</li> </ul> |
| <b>6 months prior to contract end</b>  | <ul style="list-style-type: none"> <li>• Begin transition activities - system demonstrations, walkthroughs</li> <li>• Conduct skill proficiency evaluations</li> <li>• Review of documentation and procedures</li> <li>• Participate in project meetings</li> <li>• Initiate formal DTMB training</li> </ul>                                                                                                                                                                                                            |
| <b>90 days prior to contract end</b>   | <ul style="list-style-type: none"> <li>• DTMB team members begin to perform maintenance and operations tasks with Contractor oversight</li> <li>• Evaluate results of skill proficiencies and determine gaps</li> </ul>                                                                                                                                                                                                                                                                                                 |

|                                      |                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>30-days prior to contract end</b> | <ul style="list-style-type: none"> <li>• Begin to compile transition results report</li> <li>• Turnover all system and project repository documentation</li> <li>• DTMB lead and independently perform project functions</li> <li>• Finalize transition close-out procedures</li> <li>• Review transition results</li> </ul> |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Approach to Knowledge Transfer

The Contractor's approach to knowledge transfer begins with comprehensive system documentation. On the job training and job shadowing/mentoring as outlined below are a few required methods that must be used to provide training and practice to DTMB Application Support team.

- **Training.** The Contractor will provide formal training to support transfer for relevant skills. Training objectives are based on number of DTMB Application Support team resources the topic applies, complexity of tool, and breadth of skills gap. The Contractor will work with DTMB Application Support team leadership to determine which Tools, Techniques, Technical Processes or Procedures are appropriate for structured training. Formal training should be conducted "just-in-time" so that specialized knowledge that the DTMB Application Support team will need to perform will be fresh in their minds as they begin to use it.
- **Job Shadowing/Mentoring.** The Contractor will focus on providing on the job training by emphasizing learning by doing and actively engaging DTMB Application Support team members. The Contractor will provide knowledge transfer beginning with the development phase of the project continuing through the implementation phase, providing both on-the-job training and extensive mentoring while the system is supported in a production environment.
- **System Documentation.** The Contractor will provide a tailored electronic documentation system to support user training, answer business processes questions, and facilitate system maintenance. Documentation provides another source of information. The Contractor will develop or leverage previously developed system documentation to be used as part of the knowledge transfer process and as ongoing reference materials by DTMB Application Support team. These materials will be developed and maintained using document standards established as part of the project management activities. System documentation is iterative and must be continually updated to reflect system changes and new functionality.

### State and Contractor Transition Roles

#### Knowledge Transfer/Transition Deliverables

The following is a description of transition deliverables to be submitted, and the State and Contractor responsibilities associated with each.

| Deliverable Name                 | Deliverable Description                                                                            | Responsibility                   |                 |
|----------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------|-----------------|
|                                  |                                                                                                    | The State                        | Contractor      |
| <b>MiConnect Transition Plan</b> | <ul style="list-style-type: none"> <li>• Plan documenting tasks, schedule and resources</li> </ul> | Review plan and provide feedback | Create the plan |

|                                                                                                                                                           |                                                                                                                                       |                                                                                                                                                                                                    |                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                           | required to transition maintenance and operations to the DTMB Application Support team                                                |                                                                                                                                                                                                    | Revise based on SOM feedback<br><br>Execute Contractor tasks in the plan                                                                                                                                                                        |
| <b>Complete training and operational materials to enable DTMB Application Support team to maintain the implemented solution in reasonable situations.</b> | <ul style="list-style-type: none"> <li>• Operations and maintenance training materials</li> <li>• Operations documentation</li> </ul> | Review training materials<br><br>Identity trainees<br><br>Schedule classes<br><br>Participate in classes<br><br>Participate in job shadowing<br><br>Review and comment on operations documentation | Develop training materials<br><br>Revise materials based on SOM feedback<br><br>Conduct training<br><br>Provide opportunities for job shadowing<br><br>Create operations documentation<br><br>Revise operations documentation based on feedback |

**Deliverable(s)**

The Contractor must provide the requirements stated above and provide the following deliverables:

- Complete training and operational materials to enable a subsequent vendor under direction from the DTMB Application Support team, or as otherwise identified, to maintain and operate the implemented solution in reasonable situations.

|                               |                                                                              |
|-------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/>      | I have reviewed the above requirement and agree with no exception.           |
| <input type="checkbox"/>      | I have reviewed the above requirement and have noted all exception(s) below. |
| <b>List all exception(s):</b> |                                                                              |

**BIDDER INSTRUCTIONS**

If bidder noted any exceptions above, please provide a detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must demonstrate the steps to migrate services between Bidder and a third-party or the State.

BIDDER RESPONSE:

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## SCHEDULE G – FEDERAL PROVISIONS ADDENDUM

### BIDDER INSTRUCTIONS

**NOTE: Neither the State nor Contractor may alter these federally required provisions.**

Do you accept these Federal Provisions as presented?

BIDDER RESPONSE:

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. Contractor agrees to comply with all obligations under federal rules or regulations for such funding, including but not limited to the provisions contained in this addendum. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to this 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. Further, Contractor agrees to, through a Contract Change Notice, append or modify specific federal provisions to this Contract, if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements, and comply with the terms set forth therein. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### A. Equal Employment Opportunity

Equal Employment Opportunity

7 CFR 277.14 (j)(3)

All contracts awarded in excess of \$10,000 by State agencies and their contractors or subagencies shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (29 CFR part 60).

2 CFR 200, Subpart F, Appendix II

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part

60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **Clean Air and Federal Water Pollution Control Act**

2 CFR 200, Subpart F, Appendix II

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Anti-Lobbying Act**

2 CFR 200, Subpart F, Appendix II

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 non-Federal award.

### **Americans with Disabilities Act**

28 CFR Part 35, Title II, Subtitle A (Americans with Disabilities Act)

The purpose of this part is to implement subtitle A of title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub. L. 110-325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

### **Drug-Free Workplace**

2 CFR 421.10 Drug-Free Workplace Act

This part requires that the award and administration of USDA grants and cooperative agreements comply with Office of Management and Budget (OMB) guidance implementing the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106, as amended, hereafter referred to as “the Act”) that applies to grants. It thereby—

(a) Gives regulatory effect to the OMB guidance (Subparts A through F of 2 CFR part 182) for USDA's grants and cooperative agreements; and

(b) Establishes USDA policies and procedures for compliance with the Act that are the same as those of other Federal agencies, in conformance with the requirement in 41 U.S.C. 8106 for Governmentwide implementing regulations.

### **Debarment and Suspension**

2 CFR 200.214 Suspension and debarment.

Recipients and subrecipients are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

2 CFR 200, Subpart F, Appendix II

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “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.

States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”

### **Royalty-Free Rights to Use Software or Documentation Developed**

7 CFR 200.315 Intangible property.

(a) Title to intangible property acquired under a Federal award vests upon acquisition in the recipient or subrecipient. The recipient or subrecipient must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the Federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

(c) The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.

7 CFR 277.18(l)

### **Ownership Rights**

(1) Software.

(i) The State or local government shall include a clause in all procurement instruments which provides that the State or local government shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed with FFP under this section.

(ii) FNA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation.

(iii) Proprietary operating/vendor software packages which meet the definition of COTS at paragraph (b) of this section shall not be subject to the ownership provisions in paragraphs (l)(1)(i) and (l)(1)(ii) of this section. FFP is not available for development

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

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000.

### **C. Copeland “Anti-Kickback” Act**

This Contract is not a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), nor is it a prime construction contract in excess of \$2,000 where the Davis-Bacon Act applies.

### **D. Contract Work Hours and Safety Standards Act**

The Contract does not involve the employment of mechanics or laborers.

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

If this 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.

#### **F. 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:

##### **(1) Clean Air Act**

- (i) 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.
- (ii) 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.
- (iii) 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.

##### **(2) Federal Water Pollution Control Act**

- (i) 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.
- (ii) 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.
- (iii) 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.

#### **G. 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. Part 180 and 2 C.F.R. Part 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. Part 180, subpart C and 2 C.F.R. Part 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. Part. 180, subpart C and 2 C.F.R. Part. 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. Part 180, subpart C and 2 C.F.R. Part 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.

#### **H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractor has applied or bid for an award of **more than \$100,000** and shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* attached to the end of this Addendum. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

#### **I. Procurement of Recovered Materials**

If this Contract is a procurement to purchase products or items designated by the EPA under [40 C.F.R. part 247](#) during the course of a fiscal year, then under [2 CFR 200.323](#), 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:
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) 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.

**J. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Contractor acknowledges and agrees that [Section 889\(b\) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 \(the “McCain Act”\)](#), and [2 C.F.R. §200.216](#), prohibit the obligation or expending of federal award funds on certain telecommunication products or with certain entities for national security reasons on or after August 13, 2020.

During performance of this Contract, the Contractor agrees as follows:

- (a) *Definitions.* As used in this Section J. Prohibition on Contracting for Covered Telecommunications Equipment or Services (“Section J”):
  - (1) the terms “backhaul,” “critical technology,” “interconnection arrangements,” “reasonable inquiry,” “roaming,” and “substantial or essential component” have the meanings defined in 48 CFR § 4.2101;
  - (2) the term “covered foreign country” has the meanings defined in § 889(f)(2) of the McCain Act; and
  - (3) the term “covered telecommunications equipment or services” has the meaning defined in § 889(f)(3) of the McCain Act.
- (b) *Prohibitions.*
  - (1) Unless an exception in paragraph (c) of this Section J applies, neither the Contractor nor any of its subcontractors may use funds received under this Contract to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew a contract with an entity that uses any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This Section J does not prohibit Contractor from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this Section J to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Section J:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code

(if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section J: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this Section J, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **K. Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this Section K – Domestic Preferences for Procurements:

*“Produced in the United States”* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1. ***“Manufactured products”* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

#### **L. Affirmative Socioeconomic Steps**

For all contracts utilizing federal funding sources subject to Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 issued on or after November 12, 2020, if subcontracts are to be let, the prime contractor should ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in accordance with 2 CFR § 200.321.

#### **M. Copyright and Data Rights**

Pursuant to 2 CFR § 200.315(b), the State may copyright any work which is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and

irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**N. Additional FEMA Contract Provisions**

This Contract does not involve purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA).

**O. Other Federal Contract Provisions**

No additional federal provisions currently apply to this Contract.

## SCHEDULE G - EXHIBIT 1

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### Byrd anti-lobbying certification

#### **BIDDER INSTRUCTIONS**

**NOTE:** Neither the State nor Contractor may alter these federally required provisions.

Do you accept these Federal Provisions as presented?

BIDDER RESPONSE:

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

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date