



# PROPOSAL INSTRUCTIONS

## Michigan Independent Citizens Redistricting Commission

### Line Drawing and Redistricting Technical Services

### Request for Proposal No. 920, 21000000714

Solicitation Manager Name: Chad Bassett  
c/o Michigan Independent Citizen Redistricting Commission

Direct Phone: 517.241.2646  
Email: [bassettc@michigan.gov](mailto:bassettc@michigan.gov)

**This is a Request for Proposal (RFP) for:  
Line Drawing and Redistricting Technical Services**

### RFP Timeline

Event	Time	Date
RFP issue date	N/A	Friday, January 22, 2021
Deadline for bidders to submit questions about this RFP	3:00 p.m. EST	Thursday, January 28, 2021
Anticipated date the Commission will post answers to bidder questions on <a href="http://www.michigan.gov/SIGMAVSS">www.michigan.gov/SIGMAVSS</a> and <a href="http://www.michigan.gov/IndependentCitizensRedistrictingCommission">Independent Citizens Redistricting Commission</a> website.	N/A	Monday, February 1, 2021
Proposal deadline*	3:00 p.m. EST	Wednesday, February 10, 2021
Anticipated contract begin date	N/A	Monday, March 1, 2021

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

This RFP is subject to change. Check [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and [Independent Citizens Redistricting Commission](http://www.michigan.gov/IndependentCitizensRedistrictingCommission) website for current information.

**APPENDIX A  
PERSONNEL RESUME TEMPLATE**

<b>Proposed Resource Name:</b>	Loida Tapia
<b>Proposed Classification:</b>	(Project Manager, etc.) Project Manager
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor provide name of company:</b>	
<b>Percentage of time resource will be allocated to project:</b>	50%

**Agency:** List the required skill sets, education, certifications, and training requirements for each key personnel role. Below are examples of required skills, education and certifications and examples of vendor responses.

**Bidder:** 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 detailed in the RFP are restated as follows:

Required Skills	Bidder's Response
Describe your experience and knowledge with Geographic Information Systems redistricting solutions and the associated boundary, demographic and other data sources used for redistricting mapping.	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Loida is highly experienced and skilled in elections and technology, having established the Office of Public Engagement at the MI Department of State and collaborating with the Secretary of State executive team to formulate the statewide strategic plan to implement the Independent Citizens Redistricting Commission and public engagement. Loida has significant experience with campaign planning and execution both at a national and statewide level, which concerns itself with GIS, boundary, demographic and other data sources. Loida implemented changes to the Federal government's national recruitment strategy for USAJobs.gov utilizing demographic data and other data sources to increase diversity. It is understood that professional map makers are part of this RFP. We intend to subcontract and/or partner for these services, which are currently being recruited.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> Director of the Office of Public Engagement, Michigan Department of State February 2019 – January 2020</p> <p>Senior Advisor on Workforce Planning and Talent Development, White House Appointment to the Office of Personnel Management November 2013 – January 2017</p>
Describe your experience working with commissions, public officials, and the general public in similar projects.	<p><b>Does resource have this required skill:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> -Loida has worked for and with elected officials and government bodies for nearly 14 years working in the United</p>

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	<p>States Senate, The White House, and in the Michigan state government at the Secretary of State.</p> <p>-Loida was a part of two presidential campaigns President Obama 2007-2008 and President Obama 2011-2012 and a statewide Senate Campaign Majority Leader Harry Reid 2010.</p> <p>-Loida led two Federal councils including: The Diversity and Inclusion in Government Council; working alongside all major government agencies. And managed the Hispanic Council on Federal Employment, a Federal Advisory Committee acting body, which critically analyzed policies that systemically disenfranchise workers. Partnered across the government to develop strategies.</p> <p>– Executed over 30 community events across the state in 10 months in Michigan.</p> <p>-Loida most recently led the Michigan ACLU statewide Election Protection Program working with election officials.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> White House Appointment: Senior Advisor of Workforce Planning and Talent Development, U.S. Office of Personnel Management July 2015 – January 2017 Washington, DC</p>
<p>Describe your knowledge and experience with the necessary validation checks that need to be part of a redistricting plan (for example, checking population totals, continuity, compactness, etc).</p>	<p><b>Does resource have this required skill: Yes</b></p> <p><b>Description of skills and experience:</b> Although Loida is very familiar with the attributes of fairly drawn and legal maps, she does not have experience with executing validation checks. We are currently recruiting partners/contractors for this role and are open to working with other respondents to this RFP.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>

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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 bidder 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: <i>N/A</i>	End Date: <i>N/A</i>
Client/Project: <i>Although RelA2ve Inc and Loida Tapia in particular are new to map drawing, we believe our experience in elections and superior technology and technology development will partner well with map designers.</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

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)	<i>Example: Master in Engineering</i>	Year Completed: <i>1998</i>
Program	<i>Major(s) area of study: Computer Science</i>	
University	<i>(include address) Example: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>Example: Bachelors' in Business Administration</i>	Year Completed: <i>1994</i>
Program	<i>Major(s) area of study: Example: Management</i>	<i>Minor area of study: Example: Economics</i>
University	<i>(include address) Example: Central MI University, Mt. Pleasant, MI</i>	

**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	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the bidder/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another project the bidder must provide a letter signed by the that Project Manager releasing the individual from the project.



**PROPOSAL INSTRUCTIONS**

- 1. PROPOSAL PREPARATION.** The Commission recommends reading **all** RFP 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 RFP within the proposal. Include the bidder’s company name in the header of all documents submitted with your proposal.

**RFP Structure and Documentation**

Document	Description	Bidder Response Instructions
<b>Cover Page</b>	Provides RFP title and number, important dates, and contact information for Solicitation Manager	Informational
<b>Proposal Instructions</b>	Provides RFP instructions to bidders	Informational
<b>Confidential Treatment Form</b>	Required verification on whether bidder’s proposal contains confidential information	Bidder to complete and submit by proposal deadline
<b>Vendor Questions Worksheet</b>	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
<b>Schedule A – Statement of Work</b>	Statement of work	Bidder to complete and submit by proposal deadline
<b>Schedule B – Pricing</b>	Pricing for goods and services sought by the Commission through this RFP	Bidder to complete and submit by proposal deadline
<b>Contract Terms</b>	Provides legal terms for a contract awarded through this RFP	Deemed accepted by bidder unless information required in the <b>Evaluation Process</b> section of this document is submitted by proposal deadline

- 2. CONTACT INFORMATION FOR THE COMMISSION.** The sole point of contact for the Commission concerning this RFP is listed on the Cover Page. Contacting any other Commission personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.



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3. **MODIFICATIONS.** The Commission may modify this RFP at any time. Modifications will be posted on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and on the [Independent Citizens Redistricting Commission](#) website. This is the only method by which the RFP may be modified.
4. **QUESTIONS.** Bidder questions about this RFP 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) and on the [Independent Citizens Redistricting Commission](#) website. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

5. **DELIVERY OF PROPOSAL.**

**Electronic** – The bidder must submit its proposal, all attachments, and any modifications or withdrawals via email to the **Solicitation Manager only**. 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). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Bidder’s failure to submit a proposal as required may result in disqualification. The proposal and attachments must be received by the Solicitation Manager via email by the proposal deadline.

6. **MANDATORY MINIMUM REQUIREMENTS.** To avoid disqualification, the bidder must provide documentation to support the following:

The primary contractor, principal(s) of the primary contractor or key personnel must have redistricting experience directly related to the work described in this RFP.

Only proposals meeting the mandatory minimum requirements will be considered for evaluation.

7. **EVALUATION PROCESS.** If all mandatory minimum requirements are met then the Commission will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Key Deliverable One Schedule A: Sec. 1.1	20
2.	Key Deliverable Two Schedule A: Sec. 1.2	20
3.	Key Deliverable Three Schedule A: Sec. 1.3	20
4.	Training, Key Personnel Schedule, Organizational Chart and Disclosure of Subcontractors, Project Management- Schedule A: Sec 1.4, 4.12, 4.13, 4.14 and 5.0	20
5.	Vendor Questions Worksheet	20
	<b>Total</b>	100



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

The Commission may utilize all bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The Commission is not obligated to accept the lowest price proposal.

The Commission strongly encourages strict adherence to the Contract Terms. The Commission reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track 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. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive.

The Commission 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; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

8. **NOTICE OF DEFICIENCY.** The Commission reserves the right to issue a **Notice of Deficiency** to bidders if the Commission determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.
9. **CLARIFICATION REQUEST.** The Commission reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the Commission determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.
10. **RESERVATIONS.** The Commission reserves the right to:
  - a. Disqualify a bidder for failure to follow these instructions.
  - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the Commission's subsequent receipt and evaluation of your proposal does not commit the Commission to award a contract to you or anyone, even if all the requirements in the RFP are met.
  - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the Commission 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 either no proposals meet the mandatory minimums or if no bids are received.
  - e. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (ii) the bidder's refusal to complete registration on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) upon award or (iii) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
  - f. Consider prior performance with the State of Michigan in making its award decision.





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- g. Consider overall impact to the economy of Michigan 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 the State of Michigan taxes or has outstanding debt with the State of Michigan.
  - 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 ContractActivity.
  - l. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the Commission receives only one proposal.
- 11. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who offers the best value to the Commission, as determined by the Commission. 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 Commission will post an **Award Recommendation and Evaluation Synopsis** on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and on the [Independent Citizens Redistricting Commission](#) website.
- DEBRIEF MEETING AND BID PROTEST.** The Commission 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 to [bassettc@michigan.gov](mailto:bassettc@michigan.gov) no later than 3:00pm, two calendar days after posting the **Award Recommendation and Evaluation Synopsis** or by 3:00pm the next business day if that date falls on a State of Michigan holiday or weekend. The Commission reserves the right to adjust this timing and will publish any change on the SIGMA VSS system and on the [Independent Citizens Redistricting Commission](#) website.
- 12. GENERAL CONDITIONS.** The Commission 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 Commission in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of **90** calendar days from date of submission. If a contract is awarded to the bidder, the Commission may, at its option, incorporate any part of the bidder's proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the Commission's environment or contain all matters upon which agreement must be reached. Other than verified trade secrets, proposals submitted to the Solicitation Manager are the Commission's property.





## PROPOSAL INSTRUCTIONS

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- 13. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT.** 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, some information may be exempt from disclosure. 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.
    - 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."
  - 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 Commission 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 Commission 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 Commission, 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 Commission 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 Commission has the final authority to determine whether the materials are exempt from disclosure under FOIA.
  - f. Bidder forever releases the Commission, its 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 RFP. Bidder must defend, indemnify and hold the Commission, its officers, and employees



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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 RFP that bidder has identified as a trade secret, or financial or proprietary information. The Commission will notify bidder in writing if indemnification is sought. The Commission 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 Commission deems necessary. Bidder will not, without the Commission'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 Commission employee, official, or law is involved or challenged, the Commission may control the defense of that portion of the claim. Any litigation activity on behalf of the Commission, or any of its subdivisions under this Section, must be coordinated with the General Counsel of the Commission. An attorney designated to represent the Commission may not do so until approved by the Commission.



# CONFIDENTIAL TREATMENT FORM

**INSTRUCTIONS.** Complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. 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.** 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.

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

920, 210000000714

RFP Number

*Robert W Chunn*

Signature

RFP Title

10 Feb 2021

Date

Robert W Chunn, President, ReIA2ve, cin

Printed Name, Title, Company



**CONFIDENTIAL TREATMENT FORM**

**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.

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 Commission 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), (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, and (4) Provides the contact information for the person at Bidder’s organization authorized to respond to inquiries by the Commission concerning the material.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Bidder Contact 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.**

\_\_\_\_\_ RFP Number

\_\_\_\_\_ RFP Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ 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>	
Bidder's sole contact person during the RFP process. Include name, title, address, email, and phone number.	Robert Chunn President, ReIA2ve Inc [Redacted]
Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number. The awarded vendor will be required to establish an account in <a href="#">SIGMA Vendor Self-Service</a>	Robert Chunn President, ReIA2ve Inc [Redacted]
<b>2. Company Background Information</b>	
Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.	ReIA2ve Inc 1447 Sunset Road Ann Arbor, MI 48103
What State was the company formed in?	Michigan
Phone number.	(734) 658-5299
Website address.	None- we typically operate through referrals only
Number of years in business and number of employees.	1 year in business with 3 employees
Legal business name and address of parent company, if any.	N/A
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.	Yes, A third board member of ReIA2ve, Inc, Chuck Newman, resigned in November, after the election. Chuck was the founder of a PAC, Wave Michigan, which we worked on and that organized for Get Out the Vote activities. Chuck was not as involved in the development of technology that was used by Wave Michigan and also Ballot Power and others, like ACLU Michigan. Chuck remains an avid supporter of ReIA2ve's work and is available for reference as a serial entrepreneur and prolific non-profit board member.
Discuss your company's history. Has growth been organic, through mergers and acquisitions, or both?	We are new Michigan company experiencing a growth in usage and sales of our products
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.	No



## VENDOR QUESTIONS WORKSHEET

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.	No
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,	No



## VENDOR QUESTIONS WORKSHEET

<p>provide the date, contracting entity, type of contract, and details about the termination or default.</p>	
<p>State your gross annual sales for each of the last 5 years.</p> <p>If receiving a contract under this RFP 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.</p>	<p>2020 Revenue= \$175,000</p> <p>Our technology allows us to scale quickly and without adding significant resources. In 2020, we trained 3,600 Michigan citizens to use our Get Out the Vote software through a combination of video conferencing, short instructional videos and user support delivered through dedicated Facebook pages.</p> <p>We have relationships with both University of Michigan, Eastern Michigan University and the Michigan Economic Development Corporation where we will hire already-willing interns to help during the summer and fall.</p>
<p>Describe partnerships and strategic relationships you think will bring significant value to the Commission.</p>	<p>RelA2ve is well connected to Michigan's 501c3 organizations who help disenfranchised voters and potential voters to get more involved in the political process. We expect that many of these organizations will use our other communication tools to reach out to voters in areas of low political involvement to solicit opinion and comment about the redistricting process. Our work developing technology for Get Out the Vote activities in the 2020 election taught valuable lessons about achieving the greatest levels of community involvement, a key priority of the commission.</p>
<p>For the bidder, primary contractor, principal(s) of the primary contractor, key personnel, any subcontractors, or employees provide disclosures regarding the following relative to their redistricting work with individuals, groups or any public or private entities for the same or substantially similar work described in this RFP: (1) list of past relationships and (2) identify any current relationships and (3) identify any anticipated or future relationships that will be sought by the bidder. For each of the 3 categories of relationships, please identify which could give rise to a potential, actual or apparent conflict of interest and provide measures that would be taken to avoid or address a conflict, should one currently exist or is likely to arise in the future.</p> <p>These disclosures and conflict requirements are ongoing and will be the responsibility of the successful bidder for the full contract term.</p>	<ol style="list-style-type: none"> <li>1) No prior work in redistricting with any organization</li> <li>2) No current relationships or contracts with organizations for the purpose of redistricting.</li> <li>3) We expect to solicit organizations, including the Michigan Democratic Party, the Michigan Republican Party, and other partisan organizations as well as nonpartisan groups like ACLU Michigan, League of Conservation voters, etc. Our purpose is to provide map making and planning tools, analytical tools, and tools for public outreach for the greatest possible level of public comment and involvement regarding current and proposed maps.</li> </ol> <p>We mitigate against claims of conflict of interest by offering transparency. On NextVote.us, there is a chain-of-custody for all activity conducted by</p>





## VENDOR QUESTIONS WORKSHEET

	users and is available to and managed by the commission.
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 RFP.	1447 Sunset Road Ann Arbor, MI 48103
<b>3. Participation in RFP Development or Evaluation</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	<b>No</b>



## VENDOR QUESTIONS WORKSHEET

<p>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.</p>	
<p>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?</p>	<p><b>No</b>          No one outside of the RelA2ve team, no person or entity assisted in the development of this solicitation.</p>
<p>Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP?</p>	<p><b>No</b></p>
<p><b>4. State of Michigan Experience and Prior Experience</b></p>	
<p>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.</p>	<p>No</p>
<p>Describe all relevant experiences from the last 20 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP. These experiences should include:</p> <ul style="list-style-type: none"> <li>• Drawing district lines for state legislative, congressional, county commission, city council or other electoral districts</li> <li>• Drawing district lines during public, open meetings, taking direction from public officials, and responding to public testimony or other questions in public meetings.</li> <li>• Expert testimony related to districting or redistricting provided in the last 20 years.</li> </ul>	<p>We understand and support that the commission desires experienced political map makers who can stitch together a map that is fair and representative of the public's interest. We are looking for and meeting these great people who we hope will join us soon.</p> <p>Today, RelA2ve offers a suite of easy-to-use technology, available anywhere, and on any device, as a scalable platform that simplifies the map-making and interpreting process so that the public can be involved and lead it. We INCORPORATE communities of interest as public comment and make them available as overlays to those drawing proposed maps. We use data and experience designing technology that simplify complicated workflows so that many more can do it. We hope to enable professional map makers with a better combination of visual and downloadable data combined with overlays of public comment, community of interest and partial maps. If they want to take the output to Mapable or the like, we will support it.</p>



## VENDOR QUESTIONS WORKSHEET

<p><b>Describe your company's experience and knowledge with Geographic Information Systems redistricting solutions and the associated boundary, demographic and other data sources used for redistricting mapping.</b></p>	<p>We have designed software that demonstrates a complete understanding of the geospatial systems that inform redistricting solutions, including an interactive and visual overlay of the data contained in the GIS Open Data Portal.</p>



## VENDOR QUESTIONS WORKSHEET

<p><b>Describe your company's experience working with commissions, public officials, and the general public in similar projects.</b></p>	<p>RelA2ve is a one year old company, having designed technology solutions to assist voters and volunteers in the 2020 election. In this capacity we worked closely with the public and the volunteers who contacted them.</p> <p>Loida Tapia has deep experience working with commissions and public officials. She has led the development and implementation of public policy, including new technology, voter initiatives and especially those involving disenfranchised communities and minorities. She has worked in government as Senior Advisor to the Whitehouse and with nonpartisan charitable organizations like ACLU Michigan. Loida's strategic planning skills and ability to execute on a short timeline will be instrumental in getting the right job done with redistricting in Michigan.</p>
<p><b>Describe your company's knowledge and experience with the necessary validation checks that need to be part of a redistricting plan (for example, checking population totals, contiguity, compactness, etc).</b></p>	<p>We are very familiar with current validation checks and especially understand the conflicting nature of some of them. Given that, we can incorporate hierarchy, priority and any new rules the commission decides to emphasize for the public.</p> <p>The NextVote platform, provided by RelA2ve, illustrates contiguity and compactness through graphical representation and population totals by district are available in most screens or at the touch of a button. We have studied the available data contained in the GIS Open Data Portal and are proficient using it to assist map makers in the creation and analysis of legal and fair maps.</p>
<p><b>Experience 1</b></p>	
<p>Company name.          Contact name.          Contact role at time of project.          Contact phone.          Contact email.</p>	
<p>City.          State.          Zip.</p>	



## VENDOR QUESTIONS WORKSHEET

<p>1. Project name and description of the scope of the project. Did the project include redistricting for electoral districts? Did it include drawing or presenting map lines in public meetings?</p> <p>2. What role did your company play? Who was doing the line drawing, and who was giving direction to line drawers? If expert testimony only, what was the testimony about?</p> <p>3. Whether any of the redistricting plans produced were subject to legal challenge based on Voting Rights Act compliance or other state law. If subject to legal challenge, did bidder's staff provide testimony or expertise in defense of a challenge?</p>	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
<b>Experience 2</b>	
<p>Company name.</p> <p>Contact name.</p> <p>Contact role at time of project.</p> <p>Contact phone.</p> <p>Contact email.</p>	



# VENDOR QUESTIONS WORKSHEET

City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
<b>Experience 3</b>	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
<b>5. 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.	
<b>6. Michigan Economic Impact</b>	





## VENDOR QUESTIONS WORKSHEET

Number of employees currently employed at locations within the State of Michigan.	3
Number of additional employees to be employed at locations within the State of Michigan if awarded this Contract (if any)	2
Minimum wage paid to employees employed at locations within the State of Michigan.	Salary
Average wage paid to employees employed at locations within the State of Michigan.	Equivalent to \$72/hour
Percentage of employees employed at locations within the State of Michigan that are covered by employer-provided health insurance.	0
<b>7. Other</b>	
<b>Abusive Labor Practices.</b> 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.	<b>YES</b>
<b>Certification of Michigan Business- Public Act 431 of 1984, Sec. 268.</b> 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 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.	<b>No. We are currently preparing our federal and state filing for 2020, our first year of operation.</b>
<b>Iran Linked Business- Public Act 517 of 2012.</b> I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.	<b>Yes</b>
<b>Clean Corporate Citizen.</b> I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.	<b>Yes</b>
<b>Convict Labor.</b> The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.	<b>Yes. We are not currently employing convict labor.</b>
<b>SOM Debt/Tax Payment.</b> I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.	<b>YES. We are currently preparing a tax filing for 2020.</b>





## VENDOR QUESTIONS WORKSHEET

<p><b>Authorization to Verify Information Provided by Vendor.</b> I authorize the Commission to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate.</p>	<p>Yes</p>
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# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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Contractor must enter company name here.

## Request for Proposal (RFP) No.920, 210000000714

### Line Drawing and Redistricting Technical Services

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term “Contractor” in this document refers to a bidder responding to this RFP, as well as the Contractor who is awarded the contract. The term “bidder” is used to identify where specific responses to the RFP are required.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

**IMPORTANT NOTE TO CONTRACTORS/BIDDERS:** There are specific requirements for which acceptance must be simply acknowledged through a checkbox(es), and others that require further explanation. Click one checkbox and complete the entries as identified.

### BACKGROUND

Every 10 years following the U.S. Census, district lines for political offices must be redrawn in states across the country to accurately reflect their population. In Michigan, a randomly-selected Commission of voters is responsible for drawing U.S. Congressional and Michigan State House and Senate district lines. Voters amended the state constitution in the November 2018 general election to make citizens — not legislators or special interests — responsible for drawing district lines. The Independent Citizens Redistricting Commission (“ICRC”) is composed of 13 randomly-selected Michigan registered voters: four who affiliate with the Democratic Party, four who affiliate with the Republican Party, and five who do not affiliate with either major political party.

Pursuant to the Michigan Constitution of 1963, Article IV, Section 6, the organization/individual responsible for providing line drawing and mapping services for the ICRC will assist Commissioners in fulfilling their constitutional obligations as they embark on a new redistricting process involving new redistricting criteria and requiring robust transparency and public input throughout the line drawing process.

The ICRC is required to hold public meetings and hearings before and after initial redistricting plans are published. When both initial and final redistricting plans are completed, the ICRC and Secretary of State’s office must publish reports featuring the data and supporting materials used to develop each plan.

Final maps must be voted on by the ICRC, and they must be completed by September 17, 2021 and formally approved by November 1, 2021.

For additional information please visit: [RedistrictingMichigan.org](https://RedistrictingMichigan.org).



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### SCOPE

The Michigan Independent Citizens Redistricting Commission (ICRC) is seeking a qualified, experienced contractor to provide mapping and line drawing services for the purposes of redistricting U.S. House and Michigan state house and senate districts.

Pursuant to Michigan Constitution of 1963, Article IV, Section 6, the ICRC has the sole authority to determine federal house and state legislative districts in Michigan. The ICRC and its staff are seeking the professional, technical assistance and expertise of a contractor who can create mapping plans and draw lines at the direction of the ICRC. In this process, the ICRC is required to follow criteria as outlined in Article IV, Section 6 (13), and utilize data including the U.S. census and public input and submissions from the public in order to create redistricting plans. The contractor will be expected to provide professional and technical services to the ICRC during public meetings at the direction of the ICRC, including utilizing software to make changes and create maps in real time using census, geographic, and other data. It is anticipated that work will begin as soon as practicable following the RFP selection process and continue through approximately December 31, 2021, and potentially into 2022 depending on litigation developments.

The ICRC seeks proposals from qualified, experienced contractors that demonstrate both the skills and qualifications as redistricting line drawers and their approach and procedures to meet the public-facing needs of the ICRC.

### 1. Requirements

#### 1.1 Key Deliverable One

Key technical requirements in order to fulfill the scope of work above:

(a) **Software.** The contractor must utilize software which allows real-time and automatic analysis and results of a proposed change in a district, both visually and with detailed data breakdowns. In addition to providing and utilizing a specific line-drawing software, the contractor must be able to integrate and utilize other files and data provided by the public, including CSV, SHP, RDP, DRF, JSON, CDF, and other common data files, to develop shape file equivalents and incorporate into line drawing. The contractor should have the capability to integrate data files generated by other mapping software into the ICRC's software and visualization. The contractor must provide both the hardware/equipment and software to meet these requirements. Please describe the software you intend to utilize, list the software's functional features, and other details on how you will meet these requirements. Please also describe how the software will be licensed (i.e. per user, per blocks of user, or one fee for unlimited users) and provide a copy of any applicable licensing agreements that will be required for the use of Software by the ICRC and any stakeholders, listed in the RFP. Also describe how the mapping data including the final maps and all versioning will be continually accessible and usable from when this commission expires until when the next ICRC convenes in 2030.



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**Bidder must describe in detail how they will accomplish this requirement(s):** RelA2ve Inc created NextVote.US based on State Of Michigan Shape Files and Data and added tools for automatic analysis of proposed maps with visual and detailed data breakdowns available on-demand. We currently have the ability to process data files in CSV, RDP, JSON and can certainly facilitate the ability to access other formats as required. We'd prioritize requests for new formats in coordination with the ICRC team. We have the ability to accept maps from many different software providers, such as Districtr, Representable and Maptitude. Next Vote allows drawing maps including partitioning districts at the precinct level. It provides instant visual and data-based feedback about changes made to assist in map making. Next Vote provides analytics based on map comparisons, instant downloads of effected precincts and the impacts of change to racial and political groups. NextVote offers the ability to upload maps from various software providers for instant analysis, feedback and incorporation in commentary about other maps. Next Vote includes social features for receiving and cataloging public comments, whether in prose or in the context of geography, instantly zooming in on effected areas and those called out in comments. Software resides in multiple cloud locations for redundancy and easy to upscale if there is a need for larger hardware capacity. Our cloud-based solution allows for secure access for remote team members (without the need of a VPN), doesn't require any sort of installation on local machines, and will not require ICRC staff to do any sort of manual upgrades down the road. All solution related data is stored on a distributed network of cloud computers across at least two different providers, AWS and Microsoft Azure to ensure data integrity and service/data availability. Data transmission for reporting can be done through API or other secure file transfer method as the commission chooses.

(b) **Security.** Detail how to you will employ security measures, including data transmission, data storage, secure backup, and other standard considerations.

**Bidder must describe in detail how they will accomplish this requirement(s):** Our cloud-based solution allows for secure access for remote team members (without the need of a VPN), doesn't require any sort of installation on local machines, and will not require ICRC staff to do any sort of manual upgrades down the road. All solution related data is stored on a distributed network of cloud computers across at least two different providers, AWS and Microsoft Azure to ensure data integrity and service/data availability. Data transmission for reporting can be done through API or other secure file transfer method as the commission chooses.

(c) **Geographic Database.** The contractor will use population data from the 2020 US Census for the State of Michigan, including population subgroups enumerated in the certified US Census data. Along with the 2020 UC Census data, the contractor will also use other data available from the Department of Technology, Management and Budget's Center for Shared Solutions (CSS) and the Michigan Election Redistricting Data Access Program. CSS maintains the authoritative data for the State of Michigan's county, city, township, and village boundaries. CSS, through the Redistricting Data Access Program has published other GIS layers for election data, voter precinct boundaries and other GIS base mapping layers and can provide those data sets.

Other data requirements:

- Population data will consist of the certified 2020 US Census data for the State of Michigan and enumerated subgroups.
- The geographic data will include digitized maps showing the boundaries of all census geographic units (i.e. census block, tract, and county level), as well as the existing physical geography of the environment (i.e. city boundaries, streets



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and highways, other physical landmarks, and other elements as requested by the ICRC).

- Voting and elections data associated with proposed districts will be included in the data so that it is available to the Commission to demonstrate compliance with the Voting Rights Act of 1965 or partisan fairness as indicated in Michigan Constitution of 1963, Article IV, Section 6 (13).
- Data concerning the Communities of Interest criteria (see Michigan Constitution of 1963, Article IV, Subsection 13(c)) and other GIS compatible files, as submitted by the public and provided to the contractor, must be integrated and capable for use in creating maps and explanatory reports during and after the line drawing process.



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Please describe how you will meet these requirements. This is also an opportunity to highlight other data-related capabilities or innovations you are able to offer to the Commission. **Bidder must describe in detail how they will accomplish this requirement(s):** We are currently using the mentioned city precinct data and attached Census data as published in the GIS Open Data portal, which solves for the majority of this sections questions. Core functionality in Next Vote offers the seamless integration of map creation, evaluation and public comment. Users can upload GIS files in support of comments they might make, to provide rationale in reports to support maps of interest or for meetings with the public to demonstrate or explain why a map is right or wrong.

(d) **Training and education.** The ICRC and the public are learning alongside one another to encourage full participation in the line drawing process. At the direction of the ICRC, the contractor may be asked to provide technical services to the ICRC staff, legal counsel, and other contractors, both during public meetings and outside of scheduled Commission meetings as permitted by the Michigan constitution. These technical services shall include:

- Technical education and/or consultation
- Public educational tutorials and explanations
- Providing census and district information upon request
- Producing maps or visualizations

**Bidder must describe in detail how they will accomplish this requirement(s):** Training our easy-to-use platform is a core capability of RelA2ve. During the 2020 election season, we trained more than 3,600 users of our technology through video conferencing, short and fun video tutorials and a dedicated presence on Facebook where we conducted forums for users to ask questions and comment about the functionality of our tools. Our budget considers training for the public as well as the commission to enable broader participation. We have the capability to offer on-demand access to data, including district information. We can also produce Maps and Visualizations with short notice.

### 1.2 Key Deliverable Two

(e) **Support for litigation.** Additional services may be required in the event of legal action related to redistricting plans in state or federal court. The contractor would be expected to provide consultation, line-drawing services, and testimony support for any litigation resulting from the determined maps during the contract term. In the event of such action, at the request of the ICRC, the contractor and the ICRC will determine a statement of work for the additional services and amend the contract via a change notice. **Bidder must describe in detail how they will accomplish this requirement(s):** We will offer support for litigation under an agreed statement of work for additional services. Ideally this will also involve the map makers who produce final maps for approval.



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Key requirements for public meetings and published redistricting plans:

- (a) Public meeting participation. The contractor will provide line drawing services during public meetings, which are subject to the Open Meetings Act. This will include, but not be limited to, the following:
  - a. Document the ICRC's instructions and public testimony throughout map development. This should allow the ICRC (and ultimately, the public) to track





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changes and reference the reasons or rationale for a given map or given change, and the public testimony or other submissions related to a given map.

- b. Digitally store, produce, and project redistricting plans, maps, and line-drawing on-screen (both in-person and remotely) during meetings in real-time. The contractor should be able to transmit a clear image in a live public setting, both remotely and in-person.
- c. Between public meetings, provide the map file(s), corresponding PDFs of maps, and corresponding instructions from Commissioners or public testimony that led to a given map's creation.

**Bidder must describe in detail how they will accomplish this requirement(s):** A key competency of the NextVote platform is the inclusion of public comment in the context of supporting (or not) proposed changes, which will give map makers and the ICRC rationale for proposed changes. Recording and referencing (to specific maps) verbal public testimony, presumably given in the required public meetings is not something we have contemplated, although we could offer a solution if this is needed. We currently offer multiple methods for comment that would allow for tagging the geographies of communities of interest for later retrieval and inclusion in the map making process. We are able and willing to participate in public meetings (remotely and/or in-person) and can perform the functions of demonstrating map making, storing and displaying maps. The service of creating finished and fair maps is something we are looking for to add to our offering. We are also happy to partner with organizations who provide this service.

- (b) **Communication skills and strategies.** A key role for the line drawer is being able to provide expertise and technical assistance at the direction of the ICRC, and to be able to explain and educate on both high-level and granular considerations in that process. Please use this space to provide insight into the communications strategies and approaches you will utilize to ensure both that expectations are met and the ICRC and the public broadly understand the rationale and complexities behind any given plan.

**Bidder must describe in detail how they will accomplish this requirement(s):** We can educate and provide expertise and technical assistance in the methods to create maps using our tools. However, we are not professional map makers and are looking for this service to add to our offering.



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(c) **Public meeting schedule and setting.** Due to the COVID-19 pandemic, certain details about the meeting schedule and format for all ICRC meetings are yet to be determined. The contractor must be prepared to participate either remotely or in person to provide all services outlined in this RFP.

- The ICRC expects the contractor to be present at approximately 40 meetings between the spring and fall of 2021. The expected schedule will be set in advance, but may occasionally change at short notice given the high-priority deadlines of this Commission.

**Bidder must describe in detail how they will accomplish this requirement(s):** We are able to accommodate 40 (or more) meetings, whether they are in-person or virtual.



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### 1.3 Key Deliverable Three

The following expectations related to professional conduct and organization:

- (a) **Professionalism and support.** The contractor, staff, and any sub-contractors are expected to conduct themselves at all times in a professional, non-partisan and respectful manner when working with the ICRC and interacting with any member of the public in their capacity as a contractor to the Commission. Collaboration and respect are expected.

It is the responsibility of the bidder to ensure sufficient staffing for this contract and support of the ICRC in meeting their objectives and deadlines.

**Bidder must describe in detail how they will accomplish this requirement(s):** All employees of RelA2ve are professionals with long, established careers in their fields. We are known for collaborating and iterating software development with our customers and provide excellent customer service.

- (b) **Reporting.** Work plans and progress reports will be required throughout the term of this contract, developed in collaboration between ICRC staff and the contractor. Please provide any detail below on how you plan to communicate progress and track deliverables.

**Bidder must describe in detail how they will accomplish this requirement(s):** Much of our reporting will be available on-demand for the commission. We will work with ICRC to develop a dashboard-style report that considers specific, desired outcomes and would be produced weekly. Adhoc data and analysis requests will be processed as needed.

- (c) **Final redistricting plan reports.** At the request of the ICRC, the contractor will assist the ICRC, staff, and the secretary of state's office in providing detailed reports and relevant data for each final redistricting plan. Further detail on these requirements can be found in Michigan Constitution of 1963 Article IV Section 6(15)-(17).

**Bidder must describe in detail how they will accomplish this requirement(s):** We are prepared to assist in the creation of detailed reports and rationale in support of the proposed maps and understand the importance of and quality expected in this final work.



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**1.4 Training**

The Contractor must explain its training capabilities and any training that is included in its proposal.

The Contractor must provide documentation and training materials.



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<input checked="" 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>	
<p><b>Bidder must explain its training capabilities and any training that is included in its proposal:</b></p> <p>Our approach to training has been to provide a mix of in-person demonstrations (conducted via video conference during Covid), short videos that demonstrate specific features or solve common problems and live forums on social media where users can go to get help. Training materials need to be developed specific to the work of the ICRC and is contemplated in this response and our budget.</p>	

**2.0 Service Requirements**

**2.1 Timeframes**

All Contract Activities must be delivered pursuant to work plans and internal deadlines set by the Commission. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

<input checked="" 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>	
<p><b>Bidder must describe how they comply with the above requirement(s):</b> We plan to be largely dedicated to the redistricting effort and will be available to work with reasonable deadlines.</p>	

**3 Acceptance**

**3.1 Final Acceptance**

Final Acceptance is determined once the project data is successfully submitted and accepted on December 31, 2021. Any intermediate acceptance of sub-deliverables does not complete the requirement of Final Acceptance.

<input checked="" 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>	



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**4 Staffing**

**4.10 Contractor Representative**

The Contractor must appoint one (1) contract administrator specifically assigned to the Commission account(s), who will respond to Commission inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

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



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<input checked="" 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>	
<b>Bidder must identify its Contract Administrator : Robert Chunn, President RelA2ve, Inc will be the Contract Administrator for work contemplated here.</b>	

**4.11 Work Hours**

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

<input checked="" 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>	

**4.12 Key Personnel**

The Contractor must identify all Key Personnel who will be directly responsible for the day-to-day operations of carrying out the key deliverables of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the Commission account, be knowledgeable on the contractual requirements, and respond to Commission inquiries within 24 hours.

Contractor’s Key Personnel are expected to be available to participate in all ICRC meetings virtual or in person.

The Commission 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 Commission of the proposed assignment, introduce the individual to the Commission’s Project Manager, and provide the Commission with a resume and any other information about the individual reasonably requested by the Commission. The Commission reserves the right to interview the individual before granting written approval. In the event the Commission finds a proposed individual unacceptable, the Commission will provide a written explanation including reasonable detail outlining the reasons for the rejection. The Commission may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the Commission. The Contractor’s removal of Key Personnel without the prior written consent of the Commission is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s





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employment. Any Unauthorized Removal may be considered by the Commission to be a material breach of this Contract, in respect of which the Commission may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the Commission, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the Commission as a result of any Unauthorized Removal. Therefore, Contractor and the Commission agree that in the case of any Unauthorized Removal in respect of which the Commission does not elect to exercise its rights under Termination for Cause, Contractor will issue to the Commission the corresponding credits set forth below (each, an “Unauthorized Removal Credit”):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the Commission and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel’s removal.
- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the Commission \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000.00 per individual.

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

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

<input checked="" 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>	

1. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following: Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.



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4. Key Personnel’s roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member’s length of employment or affiliation with the Contractor’s organization.
8. Identify each Key Personnel’s percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and Commission) during the Contract performance.

<Add more rows below as needed>

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
Robert Chunn	6	Project Owner- Training		50%+	Ann Arbor, MI
Loida Tapia	13	Project Manager		50%+	Detroit, MI
Yalcin Yanikoglu	30+	Technology/ Training		50%+	Ann Arbor, MI

- A.** The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the RFP utilizing the required resume template labeled as Appendix A
- Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the RFP.

**Bidder must provide the resumes and information as required above –as an attachment to this RFP labelled as Contractor-Resume.**

**4.13 Organizational Chart**

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

**Bidder must provide detailed information as required above – as an attachment to this RFP labelled as Contractor- Org. chart**



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**4.14 Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:



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- 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 ContractActivities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the 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 subcontractor.

Bidder must provide detailed information as requested in the above requirement(s).	
<b>The legal business name, address, telephone number of the subcontractor(s).</b>	
<b>A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.</b>	
<b>The relationship of the subcontractor to the Bidder.</b>	
<b>Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</b>	
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</b>	
<b>Of the total bid, the price of the subcontractor’s work.</b>	
<b>The subcontractor must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the RFP utilizing the provided template</b>	Subcontractor must provide the resumes and information as required above –as an attachment to this RFP labelled as: Subcontractor Resume.



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<p><b>labeled as Appendix A. Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the RFP.</b></p>	
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**4.15 Security**

The Contractor may be subject to the following security procedures:

- Background Checks

The Commission may require the Contractor’s personnel to wear Commission issued identification badges for in person meetings.

<input checked="" 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>	
<b>Bidder must explain any additional security measures in place to ensure the security of the Commission and its facilities:</b>	

**5 Project Management**

**5.10 Project Plan**

The Contractor will carry out this project under the direction and control of the Program Manager. Within 14 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

<input checked="" 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>	
<b>Bidder must submit its project plan as described above:</b>	





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**5.11 Meetings**

The Contractor must be available to attend all ICRC meetings through December 31, 2021 either virtually or in person. The ICRC will give the vendor as much notice as practical however in no circumstances less than 18 hours of when they will be required to participate.

The Commission may request other meetings, as it deems appropriate.

<input checked="" 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>	

**5.12 Reporting**

In addition to submitting weekly status reports to the Executive Director of the Commission the Contractor should also identify other reports that would be helpful in accomplishing the Key Deliverables.

<input checked="" 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>	
<b>Bidder must explain its reporting capabilities and any reporting that is included in its proposal:</b> We will provide a dashboard that includes performance about agreed upon key performance indicators as well as incites gained and issues encountered.	
<b>Bidder must provide samples of required reports as attachments to this RFP. List file names here.</b>	

**6 Pricing**

**6.10 Price Term**

Pricing is firm for the entire length of the Contract.

<input checked="" 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>	

**6.11 Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The Commission may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the Commission deems relevant.



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Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

<input checked="" 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>	

**7 Ordering**

**7.10 Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order

<input checked="" 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>	

**8 Invoice and Payment**

**8.10 Invoice Requirements**

All invoices submitted to the Commission must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

<input checked="" 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>	

**8.11 Payment Methods**

The Commission will make payment for Contract Activities via EFT to the banking information established in your vendor account within SIGMA-Vendor Self-Service.

<input checked="" 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>	

**8.12 Procedure**

Invoices must be submitted to: [Suann Hammersmith, the Executive Director of the ICRC](#)





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<input checked="" 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>	

**9 Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the Commission and it would be impracticable and extremely difficult to fix the actual damage sustained by the Commission. Therefore, if there is late or improper completion of the Contract Activities the Commission is entitled to collect liquidated damages in the amount of \$50,000 and an additional \$1,000 per day for each day Contractor fails to remedy the late or improper completion of the Work.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input checked="" type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
<b>List all exception(s):</b> Being late assumes a schedule which hasn't been created yet and is therefore difficult to contemplate. We would agree to these penalties given the work and specific timeline are agreed before work starts.	



## CONTRACT STANDARD TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the Michigan Independent Redistricting Commission of Michigan (the “**Commission**”) 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, expires on February 28, 2022.

This Contract may be renewed for up to two (2) additional (1) year period(s). Renewal is at the sole discretion of the ICRC and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

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

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

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

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

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



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If to Commission:	If to Contractor:
Suann Hammersmith co/ ICRC 430 West Allegan Lansing, MI 48918 <a href="mailto:hammersmiths@michigan.gov">hammersmiths@michigan.gov</a> 517.331.6386	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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

Commission:	Contractor:
Suann Hammersmith co/ ICRC 430 West Allegan Lansing, MI 48918 <a href="mailto:hammersmiths@michigan.gov">hammersmiths@michigan.gov</a> 517. 331.6386	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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

Commission:	Contractor:
Suann Hammersmith co/ ICRC 430 West Allegan Lansing, MI 48918 <a href="mailto:hammersmiths@michigan.gov">hammersmiths@michigan.gov</a> 517. 331.6386	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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

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



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Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$2,000,000 Products/Completed Operations</b> <b>\$2,000,000 General Aggregate</b> <b>Deductible Maximum:</b> <b>\$50,000 Each Occurrence</b>	Contractor must have their policy endorsed to add "the Independent Citizens Redistricting Commission , its , officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the Independent Citizens Redistricting Commission, its , 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> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all



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rights against the Commission for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

**6. Reserved**

**7. Reserved**

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

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

- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the Commission. Contractor must notify the Commission at least 90 calendar days before the proposed delegation and provide the Commission any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The Commission, in its sole discretion, may require the replacement of any subcontractor.
- 10. Staffing.** The Commission's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 11. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further,





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pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the Commission and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The Commission, in its sole discretion, may also perform background checks.

12. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the Commission. Upon notice to Contractor, the Commission, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the Commission determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
13. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the Commission of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the Commission. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective



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Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

**16. Reserved**

**17. Reserved**

**18. Reserved**

**19. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the Commission. All undisputed amounts are payable within 45 days of the Commission's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The Commission is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the Commission's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Commission under this Contract.

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

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

**20. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

**21. Stop Work Order.** The Commission may suspend any or all activities under the Contract at any time. The Commission will provide Contractor a written stop work order detailing the





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suspension. Contractor must comply with the stop work order upon receipt. Within 7 calendar days, or any longer period agreed to by Contractor, the Commission will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The Commission will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 22. Termination for Cause.** The Commission may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the Commission: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the Commission to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

- 23. Termination for Convenience.** The Commission may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the Commission terminates this Contract for convenience, the Commission will pay all reasonable costs, as determined by the Commission, for Commission approved Transition Responsibilities.
- 24. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the Commission (not to exceed **30** calendar days), provide all reasonable transition assistance requested by the Commission, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the Commission or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the Commission or the Commission's designee; (c) taking all necessary



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and appropriate steps, or such other action as the Commission may direct, to preserve, maintain, protect, or return to the Commission all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the Commission; (d) transferring title in and delivering to the Commission, at the Commission's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the Commission and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 25. General Indemnification.** Contractor must defend, indemnify and hold the Commission, its agents, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The Commission 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 Commission, demonstrate its financial ability to carry out these obligations.

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

Any litigation activity on behalf of the Commission, or any of its subdivisions under this Section, must be coordinated with the General Counsel of the Commission. An attorney designated to represent the Commission may not do so until approved by the Commission.

- 26. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the Commission the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-



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infringing; or (c) accept its return by the Commission with appropriate credits to the Commission against Contractor's charges and reimburse the Commission for any losses or costs incurred as a consequence of the Commission ceasing its use and returning it.

27. **Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE COMMISSION'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The Commission is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
28. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the Commission and its General Counsel within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
29. **Commission Data.** All data and information provided to Contractor by or on behalf of the Commission, and all data and information derived therefrom, is the exclusive property of the Commission ("**Commission Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the Commission, or a third party designated by the Commission, all Commission Data within 10 calendar days of the request and in the format requested by the Commission. Contractor will assume all costs incurred in compiling and supplying Commission Data. No Commission Data may be used for any marketing purposes.
30. **Reserved**
31. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by



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the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, Commission Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the Commission's Confidential Information in confidence. At the Commission's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the Commission, at the sole election of the Commission, the immediate termination, without liability to the Commission, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return Commission Data to the Commission following the timeframe and procedure described further in this Contract. Should Contractor or the Commission determine that the return of any Confidential Information is not feasible,



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such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the Commission's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

32. **Reserved**

33. **Reserved**

34. **Reserved**

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

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

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

36. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the Commission or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the Commission of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in





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or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the Commission to terminate this Contract under Section 23, Termination for Cause.

37. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any Commission employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the Commission of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
38. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
39. **Reserved**
40. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, 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, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
41. **Unfair Labor Practice.** Under MCL 423.324, the Commission may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
42. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
43. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the Commission or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
44. **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.



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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 Commission may immediately contract with a third party.

- 45. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the Commission's right to terminate the Contract.

- 46. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written Commission approval, and then only in accordance with the explicit written instructions of the Commission.
- 47. Website Incorporation.** The Commission is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 48. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE COMMISSION FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE COMMISSION, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 49. 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





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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.

- 50. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 51. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

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