STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

CHANGE NOTICE NO. 1
to
CONTRACT NO. 313B5500026
between
THE STATE OF MICHIGAN

NAME & ADDRESS OF CONTRACTOR
The National Association of Regulatory Administration
403 Marquis Avenue, Suite 200
Lexington, KY 40502

PRINCIPAL CONTACT
859.687.0262

EMAIL
#2015

STATE CONTACTS
PROGRAM MANAGER / CCI
MDE
Kelly Young
517.373.3202
Youngk13@michigan.gov

CONTRACT ADMINISTRATOR
MDE
Chad Bassett
517.373.3823
Bassettc@michigan.gov

CONTRACT SUMMARY
DESCRIPTION: Development of Key Licensing Indicator System

INITIAL EFFECTIVE DATE
01.01.2016

INITIAL EXPIRATION DATE
12.30.2017

INITIAL AVAILABLE OPTIONS
3, 1 year

EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12.30.2017

PAYMENT TERMS
45 days

DELIVERY TIMEFRAME
NA

ALTERNATE PAYMENT OPTIONS
☐ P-card ☐ Direct Voucher (DV) ☐ Other

EXTENDED PURCHASING
☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS
Contract benchmarks as described in RFP-CB-313R5500043 including any applicable information from the vendor’s proposal dated July 23, 2015 along with the revised timeline, pricing and organizational chart are attached. In the event of conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?
☐

LENGTH OF OPTION

EXERCISE EXTENSION?
☐

LENGTH OF EXTENSION

REVISED EXP. DATE

CURRENT VALUE
$249,370.00

VALUE OF CHANGE NOTICE
$0.00

ESTIMATED AGGREGATE CONTRACT VALUE
$249,370.00

DESCRIPTION: amend contract to insert Kelly Young as the Program Manager, Contract Compliance Inspector and Contract Administrator for the Michigan Department of Education
FOR THE CONTRACTOR:

The National Association for Regulatory Administration

Company Name

____________________________
Authorized Agent Signature

____________________________
Jodie Markey
Authorized Agent (Print or Type)

____________________________
Date

FOR THE STATE:

____________________________
Signature

____________________________
Kyle Guerrant – Deputy Superintendent
Name & Title

____________________________
Michigan Department of Education
Agency

____________________________
Date

Rev 10/2015
STATE OF MICHIGAN
STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") National Association for Regulatory Affairs ("Contractor"), a non-profit located in Virginia. This Contract is effective on January 1, 2016 ("Effective Date"), and unless terminated, expires on December 30, 2017.

This Contract may be renewed for up to three additional one year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in Exhibit 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 Exhibit A.

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

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

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

| If to State: Chad D. Bassett | If to Contractor: Jodie Markey |
3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "Contract Administrator"):

<table>
<thead>
<tr>
<th>State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelly Young</td>
<td>Jodie Markey</td>
</tr>
<tr>
<td>608 W. Allegan Street</td>
<td>403 Marquis Ave. Suite 200</td>
</tr>
<tr>
<td>Lansing, MI 48909</td>
<td>Lexington, KY 40502</td>
</tr>
<tr>
<td><a href="mailto:youngk13@michigan.gov">youngk13@michigan.gov</a></td>
<td><a href="mailto:jodiemarkey@naralicensing.org">jodiemarkey@naralicensing.org</a></td>
</tr>
<tr>
<td>517-373-3202</td>
<td>859-687-0262</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
</tbody>
</table>

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract. State has determined that a performance bond is not necessary for this contract.

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Additional Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong></td>
<td></td>
</tr>
<tr>
<td>Minimal Limits:</td>
<td>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.</td>
</tr>
<tr>
<td>$1,000,000 Each Occurrence Limit</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 Personal &amp; Advertising Injury Limit</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 General Aggregate Limit</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Deductible Maximum:</td>
<td>Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.</td>
</tr>
<tr>
<td>$50,000 Each Occurrence</td>
<td></td>
</tr>
</tbody>
</table>
### Minimal Limits:

<table>
<thead>
<tr>
<th>General Aggregate</th>
<th>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Privacy and Security Liability (Cyber Liability) Insurance</td>
</tr>
<tr>
<td></td>
<td>Contractor must have their policy; (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</td>
</tr>
<tr>
<td></td>
<td>23. Limit reasonable transition costs to $10,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>23. Limit reasonable transition costs to $10,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td></td>
</tr>
<tr>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>23. Limit reasonable transition costs to $10,000</td>
</tr>
</tbody>
</table>

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

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

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

7. **Administrative Fee and Reporting.** reserved

8. **Extended Purchasing Program.** reserved

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

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible
11. **Staffing.** The State’s Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor’s organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (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.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties’ respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State’s exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of
19. Warranty Period reserved

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

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Liquidated Damages. reserved

22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor’s lost profits, or any additional compensation during a stop work period.

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

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

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

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

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

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

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party’s opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving Contractor, 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.
30. **State Data**

a. **Ownership.** The State’s data (“State Data,” which will be treated by Contractor as Confidential Information) includes: (a) the State’s data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information (“PII”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and, (c) personal health information (“PHI”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. This Section survives the termination of this Contract.

c. **Extraction of State Data.** Contractor must, within five (5) business days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.

d. **Backup and Recovery of State Data.** Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

e. **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State’s sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor’s obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing...
the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

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) disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the disclosing 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 unauthorized disclosure). For purposes of this Contract, in all cases and for all purposes, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return
to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

32. Data Privacy and Information Security

a. Undertaking by Contractor. Without limiting Contractor’s obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

b. Audit by Contractor. Upon the Michigan Department of Education’s request, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.

c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor’s data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor’s data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor’s data privacy and information security program.

d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor’s data privacy and information security program.

e. State’s Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

33. Payment Card Industry Data Security Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State’s Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

34. CEPAS Electronic Receipt Processing Standard. reserved

35. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

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 State or its designee any manufacturer’s warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

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 State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

38. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

39. Prevailing Wage. 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, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

41. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

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 State 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. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

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 State’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 State approval, and then only in accordance with the explicit written instructions of the State.

47. **Website Incorporation.** The State is not bound by any content on Contractor’s website unless expressly incorporated directly into this Contract.

48. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

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 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.

52. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a “Contract Change Notice”).
<table>
<thead>
<tr>
<th>Q #</th>
<th>Document and Section</th>
<th>Page# / Requirement#</th>
<th>Bidder Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Exhibit A: Statement of Work, Contract Activities, Requirements</td>
<td>Pg 1, “The amount of the single multi-year contract shall be for actual costs.”</td>
<td>Can a fixed price proposal be accepted for this RFP?</td>
<td>No. Race to the Top-Early Learning Challenge funds can only be reimbursed for actual costs.</td>
</tr>
<tr>
<td>2</td>
<td>Exhibit A: Statement of Work, Contract Activities, Requirements</td>
<td>Pg 1, “The amount of the single multi-year contract shall be for actual costs.”</td>
<td>Is profit a permissible component of allowable costs for the contract?</td>
<td>No. Race to the Top-Early Learning Challenge funds can only be reimbursed for actual costs.</td>
</tr>
<tr>
<td>3</td>
<td>Exhibit A: Statement of Work, Contract Activities, Requirements</td>
<td>Pg 5, 6.1 Invoice Requirements, “Overtime, holiday pay, and travel expenses will not be paid.”</td>
<td>Can the selected vendor’s travel expenses be included in a fixed price proposal?</td>
<td>The vendor may include this in their budget proposal keeping in mind that we are looking for the most realistic/competitive bid.</td>
</tr>
<tr>
<td>4</td>
<td>Exhibit A: Statement of Work, Contract Activities, Requirements</td>
<td>Pg 1, Development of key licensing system indicators, “Identification of necessary licensing data system (BITS system) modifications to integrate key licensing indicators”</td>
<td>Will the selected vendor be responsible for developing the technical business requirements for all system modifications related to key licensing indicators?</td>
<td>The vendor will work with the MI team to identify changes that are needed to the system to support his work. The vendor may be asked to participate in conversations (as needed) with the systems staff to ensure the modifications meet the anticipated needs.</td>
</tr>
<tr>
<td>5</td>
<td>Exhibit A: Statement of Work, Contract Activities, Requirements</td>
<td>Pg 2, “On-site Staff Training – Hold training sessions for line staff and management in use of the system, work tools, and instruction manual”</td>
<td>How many licensing staff will need to be trained? Does OGS anticipate multiple trainings across the state or one centralized training? If multiple, how many?</td>
<td>There are approximately 140 licensing staff that will need to be trained. We are looking for the bidder to identify and propose what they feel is the most effective manner to train the staff.</td>
</tr>
</tbody>
</table>
This is a Request for Proposal (RFP) for the development of a key licensing indicator system described in Exhibit A (the “Contract Activities”).

Anticipated Timeline

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>July 8, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Bidder to Submit Questions</td>
<td>3:00 p.m. EST</td>
</tr>
<tr>
<td>Anticipated Date State will Post Answers to Bidder Questions</td>
<td>July 16, 2015</td>
</tr>
<tr>
<td>Deadline to Submit Proposals*</td>
<td>3:00 p.m. EST</td>
</tr>
<tr>
<td>Anticipated Contract Begin Date</td>
<td>September 1, 2015</td>
</tr>
</tbody>
</table>

*A proposal received at 3:00:01 p.m. EST is considered late.

The information in this document is subject to change. Check [www.buy4michigan.com](http://www.buy4michigan.com) for the current information.
STATE OF MICHIGAN

Request For Proposal No. RFP-CB-313R5500043
Development of Key Licensing Indicator System

PROPOSAL INSTRUCTIONS

RFP Structure and List of RPF Documentation

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
<th>Bidder Response Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>Provides anticipated RFP dates, State Contact information, etc.</td>
<td>Informational</td>
</tr>
<tr>
<td>General Information and Proposal Instructions</td>
<td>Provides RFP instructions to bidders</td>
<td>Informational</td>
</tr>
<tr>
<td>Exhibit A – Statement of Work</td>
<td>Statement of Work</td>
<td>To be completed by bidders</td>
</tr>
<tr>
<td>Exhibit A, Table 1</td>
<td>Questions on Functionality</td>
<td>To be completed by bidders</td>
</tr>
<tr>
<td>Exhibit B – General Proposal Requirements</td>
<td>Background and Experience</td>
<td>To be completed by bidders</td>
</tr>
<tr>
<td>Exhibit C – Pricing</td>
<td>Pricing</td>
<td>To be completed by bidders</td>
</tr>
<tr>
<td>Contract Terms</td>
<td>This document provides the Contract Terms for any contract awarded from this RFP.</td>
<td>Deemed accepted by bidder unless written exceptions provided to State with bidder’s proposal.</td>
</tr>
</tbody>
</table>

1. CONTACT INFORMATION FOR THE STATE. The sole point of contact concerning this Request for Proposal (RFP) is:

Chad D. Bassett, Proposal Manager
517 373-3823 Telephone number
bassettc@michigan.gov

CONTACTING ANY OTHER STATE PERSONNEL, AGENT, CONSULTANT OR REPRESENTATIVE MAY RESULT IN DISQUALIFICATION.

2. QUESTIONS. Questions concerning the RFP must be emailed to bassettc@michigan.gov no later than the time and date specified on the cover page of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on www.buy4michigan.com.

Bidders should submit their questions using the following format:

<table>
<thead>
<tr>
<th>Q #</th>
<th>Document and Section</th>
<th>Page# / Requirement#</th>
<th>Bidder Question</th>
</tr>
</thead>
</table>

3. MODIFICATIONS TO RFP PRIOR TO PROPOSAL DEADLINE SUBMISSION DATE. The State may modify the RFP at any time prior to the deadline submission date. Changes will be posted on www.buy4michigan.com. This is the only method by which the RFP may be modified. The posted changes revise the original RFP.

4. DELIVERY OF PROPOSAL.

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through www.buy4michigan.com. The price proposal should be saved separately from all other proposal documents. The bidder should provide the documents in a modifiable form (e.g., Microsoft
5. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Staffing - Exhibit A – Sections 3</td>
<td>15</td>
</tr>
<tr>
<td>2. Project Deliverables-Exhibit A – Section 4</td>
<td>30</td>
</tr>
<tr>
<td>4. Background and Experience, Exhibit B</td>
<td>30</td>
</tr>
<tr>
<td>5. Pricing, Exhibit C</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Proposals receiving 80 or more will be considered for award.

The State may utilize all proposals, including pricing information, without regard to a proposal’s technical score to determine fair market value, when comparing and negotiating prices. The State is not obligated to accept the lowest price proposal. The price proposal evaluation includes consideration of a qualified service-disabled veteran preference. Information related to qualified service-disabled veteran preference is located on [www.buy4michigan.com](http://www.buy4michigan.com) under “Vendor Registration.”

The State strongly encourages strict adherence to the Standard Contract Terms. The State reserves the right to deem a bid non-responsive for failure to honor the Standard Contract Terms. Nevertheless, the bidder may submit proposed changes (bidder must use track changes to identify specific proposed changes) to the Standard Contract Terms accompanied by a detailed explanation as to each change for State consideration; failure to do so will constitute the bidder’s acceptance of the Standard Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may also be considered non-responsive.

The State may, but is not required to, conduct an on-site visit to tour and inspect the bidder’s facilities, require an oral presentation of the bidder’s proposal, conduct interviews with bidders, or request additional price concessions at any point during the evaluation process.

6. **NOTICE OF DEFICIENCY.** If the State determines, after the deadline to submit proposals, that there is an area of the RFP that was deficient, unclear or conflicting, the State may issue a request (“**Notice of Deficiency**”) to bidders. Failure to respond to a Notice of Deficiency may be cause for disqualification.

7. **CLARIFICATION REQUEST.** If the State determines, after the deadline to submit proposals, that a bidder’s proposal is not clear, the State reserves the right to issue a request (“**Clarification Request**”) to a bidder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

8. **RESERVATIONS.** The State reserves the right to:
   a. 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 State’s subsequent receipt and evaluation of your proposal does not commit the State to award a Contract to you or anyone, even if all the requirements in the RFP are met.
   b. Consider late proposals: (i) if no other proposals are received; (ii) if there are no complete proposals received; (iii) if the State received complete proposals, but they did not pass the Evaluation Process; or, (iv) the award process fails to result in an award.
   c. Consider an otherwise disqualified proposal, if no other proposals are received.
d. Disqualify a proposal based on the information provided or the failure to complete the vendor registration questions on the buy4michigan registration, or if it is determined that a bidder purposely or willfully submitted false information in response to the RFP.

e. Consider bidders’ prior performance with the State in making its award decision.

f. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes, but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, economically disadvantaged businesses, etc.

g. Consider total cost of ownership factors (e.g., transaction costs, training costs, etc.) in the final award recommendation.

h. Refuse to award a Contract to any bidder that has failed to pay State of Michigan taxes or has any outstanding debt with the State of Michigan.

i. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.

j. Award multiple, optional use contracts, or award by Contract Activity.

k. Evaluate the proposal outside the scope identified in Section 5, Evaluation Process, in the event that the State receives only one RFP response.

9. AWARD RECOMMENDATION. The award of a State contract will be made to the responsive and responsible bidder who offers the best value to the State of Michigan. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in Technical Evaluation Criteria, identified in Section 5, Evaluation Process, and price, as demonstrated by its proposal. The State will post the award ("Notice of Recommendation") on www.buy4michigan.com.

10. STATE ADMINISTRATIVE BOARD. The State Administrative Board must approve all contracts in excess of $250,000. The decision of the State Administrative Board is final; however, approval does not constitute a Contract. The award process is not complete until the awarded Contractor receives a properly executed contract.

11. DEBRIEF MEETINGS AND PROTEST. The Notice of Recommendation will provide bidders with instructions on how to request a debrief meeting or file a protest. Additional information about the bidder protest process is available at www.michigan.gov/micontractconnect under the "Vendor Information" link.

12. GENERAL PROPOSAL CONDITIONS. The State will not be liable for any costs incurred by bidders in preparation of its proposal, delivery of a proposal, and any follow-up discussions with the State. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with the provisions of its proposal, including the contract terms, and that the proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate all or any part of the proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete understanding of the State’s environment, or contain all matters upon which an agreement must be reached.

13. FREEDOM OF INFORMATION ACT. All portions of the bidder’s proposal and the resulting contract are subject to disclosure as required under Michigan’s Freedom of Information Act, 1976 Public Act 442.

14. RIGHTS TO INFORMATION CONTAINED IN PROPOSALS. All proposals will be considered the property of the State.
STATE OF MICHIGAN

Request For Proposal No. RFP-CB-313R5500043
(Development of Key Licensing Indicator System)

EXHIBIT A

STATEMENT OF WORK

CONTRACT ACTIVITIES

This exhibit 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.

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.

Background

The Michigan Department of Education (MDE) Office of Great Start (OGS) leads Michigan’s efforts to prioritize investments in children from before birth through age 8, particularly those with the highest needs, and improving Michigan’s early learning services and systems.

Significant resources to support this work are being provided to the State of Michigan through the Race to the Top-Early Learning Challenge (RTT-ELC), a competitive grant awarded by the U.S. Departments of Education and Health and Human Services.

As part of Michigan’s RTT-ELC grant application, Michigan committed to developing and piloting a key licensing indicator system for child care licensing compliance. As outlined in Michigan’s RTT-ELC Scope of Work, OGS will collaborate with the Michigan Department of Human Services and an identified contractor to:

- Develop key licensing indicators for licensed child care centers and group homes and registered family homes;
- Pilot key licensing indicators for child care centers, group homes and family homes; and
- Implement key licensing indicators for child care centers, group homes and family homes statewide.

Requirements

The MDE seeks an independent contractor to develop a key licensing indicator system. The contractor will be responsible for the development of key licensing indicators for child care centers, group homes and family homes inclusive of relevant data, research, and partner input. The contractor will also be responsible for working with OGS/MDE and DHS to pilot the key licensing indicator system with child care centers, group homes and family homes.

The development of a key licensing indicator system and pilot will span from April 2015 to December 2017. The amount of the single multi-year contract shall be for actual costs.

At minimum, the MDE expects the following to be included in the contractor’s scope of work:

Development of key licensing system indicators:

- Determine eligibility criteria to be met for licensee to qualify for tool use
- Data collection and analysis – Collect data based on Michigan’s data storage mechanisms; identify and select a representative sample as needed. Tabulation of data and qualitative/quantitative analysis to generate desired system
- Identification of Additional Factors – Establish additional rule violations or non-regulatory factors to be measured during inspections
- Identification of necessary licensing data system (BITS system) modifications to integrate key licensing indicators
• Development of Indicator Work Tools and Instruction Manual – Develop work tools to be used by Michigan during licensing inspections; creation of “System Instruction Manual” for line staff and management
• On-site Staff Training – Hold training sessions for line staff and management in use of the system, work tools, and instruction manual
• Policy Development – Develop key licensing indicator systems policy and creation of explanatory material for public dissemination
• On-site Stakeholder Meetings – Coordination of meetings with stakeholders, including advocacy agencies, providers, consumers, and legislative liaisons.
• Future Analysis and Application – Plan for long-term system maintenance, including data collection and recalculation of core elements.

Pilot key licensing indicators for child care centers, group homes and family homes:
• Identify pilot sites for key licensing indicators
  o Train child care licensing staff in pilot locations
  o Support pilot participants utilizing new key licensing indicators for child care centers, group homes and family homes
  o Refine and finalize key licensing indicators and training based on results of pilot
• Implement key licensing indicators for child care centers, group homes and family homes statewide
  o Statewide training for licensing consultants on key licensing indicators
  o Adapt licensing monitoring process to include finalized key licensing indicators
  o Fully implement key licensing indicator system across the state and in all regions
  o Develop and disseminate communication to ensure broad provider awareness of key licensing indicators system
  o Ongoing monitoring and evaluation of key licensing indicators

<table>
<thead>
<tr>
<th>Additional Contract Activities</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Acceptance</td>
<td>Accepted</td>
</tr>
<tr>
<td>2.2 Final Acceptance</td>
<td>Accepted</td>
</tr>
<tr>
<td>Final Acceptance of project completion will be made by the Deputy Superintendent in the Office of Great Start.</td>
<td>Accepted</td>
</tr>
</tbody>
</table>

| 3. Staffing                   | Accepted |
| 3.1 Contractor Representative | Accepted |
| The Contractor must appoint a project manager, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”). | Deborah Russo, PMP will be the project manager for NARA. |
| The Contractor must notify the Contract Administrator at least five calendar days before removing or assigning a new Contractor Representative. | Accepted |

| 3.4 Work Hours                | Accepted |
| The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project. | Accepted |

| 3.5 Key Personnel             | Accepted |
| The Contractor must appoint at least one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours. | Deborah Russo, PMP will be the key personnel for NARA. |
The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel. Accepted

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

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

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. Deborah Russo
3067 Waterford Drive
Tallahassee, FL 32309
(resume and bio attached)
Deborah Russo will serve as project manager and main programmatic contact for the state. She will also contribute to the policy development and training portions of the contract.

3.6 Organizational Chart
The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors. See attached

3.7 Disclosure of Subcontractors
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following: No subcontractors are scheduled to be used at this time.
<table>
<thead>
<tr>
<th>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 Contract Activities.</th>
<th>NARA will disclose subcontractors and all relevant information if they are assigned to the project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The relationship of the subcontractor to the Contractor.</td>
<td>Accepted</td>
</tr>
</tbody>
</table>

Version (02/02/2015)
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.8 Security</td>
<td>The Contractor will be subject to the following security procedures: <em>Background Checks</em></td>
<td>Accepted</td>
</tr>
<tr>
<td>4. Project Management</td>
<td>The contractor must name a project manager (see 3.1) who is responsible for monthly updates to be submitted to the Office of Great Start. The due dates are determined by agreed upon and approved project timeline.</td>
<td>Accepted. Deborah Russo, PMP will be the project manager for NARA.</td>
</tr>
<tr>
<td>4.1 Project Plan</td>
<td>Identify the project plan and how it will be managed, or ask Contractor to propose a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information. Preliminary project plan is attached. NARA will hold a meeting with Michigan at the commencement of the project to review the timeline and make edits as necessary or requested.</td>
<td>Accepted</td>
</tr>
<tr>
<td>4.2 Meetings</td>
<td>The State may request other meetings, as it deems appropriate.</td>
<td>Accepted</td>
</tr>
<tr>
<td>4.3 Reporting</td>
<td>The Contractor must submit, to the Program Manager monthly written reports.</td>
<td>Accepted</td>
</tr>
<tr>
<td>5. Ordering</td>
<td><strong>5.1 Authorizing Document</strong> The appropriate authorizing document for the Contract will be a <em>Purchase order</em></td>
<td>Accepted</td>
</tr>
<tr>
<td>6. Invoice and Payment</td>
<td><strong>6.1 Invoice Requirements</strong> All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any);</td>
<td>Accepted</td>
</tr>
</tbody>
</table>
and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

<table>
<thead>
<tr>
<th>6.2 Payment Methods</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The State will make payment for Contract Activities <em>utilizing direct deposit.</em></td>
<td>Accepted</td>
</tr>
</tbody>
</table>
STATE OF MICHIGAN

Request For Proposal No. RFP-CB-313R5500043
(Development of Key Licensing Indicator System)

EXHIBIT B
GENERAL PROPOSAL REQUIREMENTS

Contractors must provide a detailed response to each question. Attach any supplemental information and appropriately reference within your response.

<table>
<thead>
<tr>
<th>1. Company Contact Information.</th>
<th>Bidder Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole contact during the RFP process. Include the name, title, and contact information (address, e-mail and phone number).</td>
<td>Jodie Markey, Executive Administrator 403 Marquis Avenue, Suite 200 Lexington, KY 40502 859-687-0262 <a href="mailto:jodiemarkey@naralicensing.org">jodiemarkey@naralicensing.org</a></td>
</tr>
<tr>
<td>Sole contact authorized to receive and sign any resulting Contract.</td>
<td>Jodie Markey, Executive Administrator 403 Marquis Avenue, Suite 200 Lexington, KY 40502 859-687-0262 <a href="mailto:jodiemarkey@naralicensing.org">jodiemarkey@naralicensing.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Company Background Information.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal business name and address.</td>
<td>The National Association for Regulatory Administration 403 Marquis Avenue, Suite 200 Lexington, KY 40502</td>
</tr>
<tr>
<td>What State is your business incorporated in?</td>
<td>Virginia</td>
</tr>
<tr>
<td>Phone number.</td>
<td>859-402-2311</td>
</tr>
<tr>
<td>Website address.</td>
<td><a href="http://www.naralicensing.org">www.naralicensing.org</a></td>
</tr>
<tr>
<td>Number of years in business and number of employees.</td>
<td>We were incorporated in 1991 and we contract with an association management firm for all of our employment needs.</td>
</tr>
<tr>
<td>Legal business name of any applicable parent company and address.</td>
<td>N/A</td>
</tr>
<tr>
<td>Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)? If so, why and how has it affected the company?</td>
<td>No</td>
</tr>
<tr>
<td>History of company and if growth has been organic, through mergers and acquisitions, or both?</td>
<td>Organic. We have not grown through mergers or acquisitions.</td>
</tr>
<tr>
<td>Has your company had any contract terminated for contractor default in the last 3 years? If yes, explain when and the reasons for the termination.</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Business Owned by Qualified Disabled Veteran</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>“Qualified Disabled Veteran,” as defined by Public Act 431 of 1984, means a business entity that is at least 51% owned by one or more veterans with a service-connected disability. The Act defines “Service-Connected Disability” as a disability incurred or aggravated in the line of active military, naval, or air service as defined in 38 USC 101 (16).</td>
<td></td>
</tr>
<tr>
<td>Is the bidder a disabled Veteran-owned business?</td>
<td>No</td>
</tr>
<tr>
<td>To qualify for a Business owned by a qualified disabled Veteran, please provide the following:</td>
<td></td>
</tr>
</tbody>
</table>

Version (02/02/2015)
STATE OF MICHIGAN

Request For Proposal No. RFP-CB-313R5500043
(Development of Key Licensing Indicator System)

<table>
<thead>
<tr>
<th>(a)  Proof of service and conditions of discharge:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DD214 or equivalent,</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b)  Proof of service-connected disability:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DD214 if the disability was documented at</td>
<td></td>
</tr>
<tr>
<td>discharge or Veterans Administration (VA)</td>
<td></td>
</tr>
<tr>
<td>Rating Decision Letter or equivalent if the</td>
<td></td>
</tr>
<tr>
<td>disability was documented after discharge,</td>
<td></td>
</tr>
<tr>
<td>and</td>
<td></td>
</tr>
<tr>
<td>(c) Proof of Ownership: Appropriate legal documents setting forth the ownership of the business entity.</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>4. Experience with the State of Michigan.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>5. Gross Annual Sales</td>
<td></td>
</tr>
<tr>
<td>Contractor must identify the gross annual sales for the last 5 years.</td>
<td></td>
</tr>
<tr>
<td>2014 - $915,165</td>
<td></td>
</tr>
<tr>
<td>2013 - $461,829</td>
<td></td>
</tr>
<tr>
<td>2012 - $297,315</td>
<td></td>
</tr>
<tr>
<td>2011 - $394,386</td>
<td></td>
</tr>
<tr>
<td>2010 - $346,155</td>
<td></td>
</tr>
<tr>
<td>If the award of any resulting contract will increase your gross revenue by more than 25% from the last year’s sales, explain how you will scale up to manage this increase.</td>
<td></td>
</tr>
<tr>
<td>NARA has a wide range of approved trainers and subject matter experts that work with the association. We can increase hours with these individuals as often as is necessary.</td>
<td></td>
</tr>
<tr>
<td>NARA’s main office in Lexington, KY is run by an association management firm. NARA can increase the number of hours and/or staff members associated with the organization at any time. The addition of staff support in the Lexington office can be done as quickly and efficiently, without disruption to any NARA client services.</td>
<td></td>
</tr>
<tr>
<td>6. Experience</td>
<td></td>
</tr>
<tr>
<td>Please describe at least 3 relevant experiences (contact name, address and phone number) supporting your ability to successfully manage a contract of similar size and scope for the Contract Activities defined by this RFP. Include a description of the scope of Contract Activities (services) provided; the total project cost; the start and end dates of the project; and the results obtained.</td>
<td></td>
</tr>
<tr>
<td>NARA has developed a list of 5 references showing that we can handle a project of this scope and that we are experts in implementing key indicator systems. Additional references can be provided if necessary.</td>
<td></td>
</tr>
<tr>
<td>7. Strategic Relationships.</td>
<td></td>
</tr>
<tr>
<td>Explain any partnerships and strategic relationships you currently have or have used that would bring significant value to the State, and how that relationship will bring value to the State.</td>
<td></td>
</tr>
<tr>
<td>NARA has developed a broad spectrum of strategic relationships within the areas of child care and child welfare. These collaborative relationships and the related initiatives, encompassing federal partnerships, state constituencies, and alliance with advocacy organizations, provide NARA with the most current/comprehensive information on regulatory best practices in human care. Throughout the course of the contract Michigan will have access to this extensive network of resources as NARA develops staff training sessions, facilitates stakeholder conversations, provides relevant resources, and ensures ongoing quality control via the implementation of key indicators. NARA collaborative partners include:</td>
<td></td>
</tr>
<tr>
<td>8. Principal Place of Business.</td>
<td>The Contractor must identify the location (city, state and zip code) that would have primary responsibility for this account if awarded a contract.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| | 403 Marquis Avenue, Suite 200
Lexington, KY 40502 |

<table>
<thead>
<tr>
<th>9. Standard Contract</th>
<th></th>
</tr>
</thead>
</table>
The Contractor must affirm that it agrees with the Standard Contract Terms, or if it does not agree, identify the specific exceptions to the Standard Contract Terms. Exceptions must be listed here and Contractor must provide a redline version as an attachment.

We would like clarifications or changes on the following standard contract terms.

5. If a performance bond is not required, we would ask that this item be lined out or that it is noted that the bond is not required.

6. We ask that the following insurance types be lined out, since they are not applicable to NARA. NARA does not have employees, so we cannot obtain these insurance types:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimal Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Liability Insurance</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Workers' Compensation Insurance</td>
<td>Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.</td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.</td>
</tr>
</tbody>
</table>

32. b) We would ask that this audit be done upon request as opposed to the annual basis requirement.
EXHIBIT C
PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities beginning September 1, 2015 through December 31, 2017. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.

2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

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

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

EXAMPLE BUDGET/PRICING SCHEDULE

<table>
<thead>
<tr>
<th>CONTRACT LINE ITEM</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning Meetings and Stakeholder Engagement</td>
<td></td>
</tr>
<tr>
<td>2. Key Indicators Development</td>
<td></td>
</tr>
<tr>
<td>Pilot</td>
<td></td>
</tr>
<tr>
<td>3. On-Site Staff Training</td>
<td></td>
</tr>
<tr>
<td>4. Policy Development</td>
<td></td>
</tr>
<tr>
<td>5. Project Management</td>
<td></td>
</tr>
<tr>
<td>6. Statewide Implementation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td></td>
<td>Project</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
</tr>
</tbody>
</table>
Deborah Russo, Director
Florida Department of Children and Families
Office of Information Technology Services
1940 N. Monroe, Suite 80
Tallahassee, FL 32399
(w) 850-320-9127
Debby.Russo@myFLfamilies.com

Deborah Russo is an active member and President of the National Association for Regulatory Administration, member of the national and local National Association for the Education of Young Children, and the National Child Care Association. Ms. Russo was also the Governor appointee for the Florida Interagency Coordinating Council for Infants and Toddlers, was a contributor to the national Stepping Stones to Caring for Our Children, Third Edition, and to the development of the Model Family Foster Home Licensing Standards.

Ms. Russo is the current Director of Data Center Services and is responsible for the project oversight and management for the department related to information technology governance and datacenter mergers. For 15 years, Ms. Russo was the Director of the Office of Child Care Regulation and Background Screening and provided oversight for over 14,000 providers through the licensure of child care facilities, family day care homes, large family child care homes, specialized facilities for the care of mildly-ill children, registration of family day care homes, and statutorily mandated training and credentialing for child care providers. This includes coordination with 6 departmental regions and their staff, 5 local licensing agencies, 14 training coordinating agencies and direct supervision of 2 statewide call centers. Background Screening duties include the assessment of criminal records to determine clearance, disqualification and/or status for all programs serving vulnerable populations to include, child care, mental health and substance abuse facilities, foster parents, relative caregivers, and the agency for persons with disabilities programs. Over 161,000 background screenings were processed during the 13/14 fiscal year.

Ms. Russo has been with the Department of Children & Families for over thirty years with twenty years experience in the regulatory arena. Her duties required extensive expertise and knowledge in rule development, legislative implementation, and government efficiencies as well as the various programs within Child Care, including Gold Seal Quality Care Program (accreditation), Staff Credentials (Director Credential, Child Development Associate credential, Florida Child Care Professional Credential Birth- 5 and School-Age), and the Voluntary Prekindergarten program.

Ms. Russo holds a Bachelor of Arts degree from the University of Miami majoring in Speech Pathology (special needs) and Education. Ms. Russo is also a certified Project Management Professional (PMP®). She is currently utilizing her project management expertise for the Department in her new role as Director of Data Center Services to ensure the integrity of the merger of data centers, successful transfer or property and equipment, as well as fully vetted billing and invoicing methodologies from the department’s perspective as the state works to establish the Agency for State Technology.
Deborah A. Russo

Summary of Qualifications

Over thirty years of professional experience working with children and families in various areas within State Government and the community.

Background includes front line and supervisory experience within the Department of Children and Families, the Department of Health and private industry.

Education

Project Management Professional - PMI certified 2009
Tallahassee Community College - continuing education for certification
University of South Florida - continuing education for certification
Florida State University - continuing education for certification

1975 - 1977 University of Miami, Coral Gables, Florida
Bachelor of Arts (Speech Pathology, Teaching certificate)

1973 - 1975 Southern Methodist University, Dallas, Texas
Associate of Arts

Professional Experience

September 12, 2014 – Present
Department of Children and Families
Office of Information Technology Services
Tallahassee, Florida
Director, Data Center Services

- Responsible for the project oversight and management for the Department relative to implementation of the statewide information technology governance and datacenter mergers.
- Assist in the coordination of the Computer Security Incident Response Team.
- Assist with the procurement and deployment of emergency notification messaging statewide and by program and or need.

July 30, 1999 to September 11, 2014
Department of Children and Families
Tallahassee, Florida
Director, Child Care Regulation and Background Screening

- Responsible for the day-to-day operation and administration of the Child Care Regulation and Background Screening Program Office.
- Program oversight responsibilities include minimum child care health and safety standards, child care training, quality assurance, Gold Seal Quality Care program and background screening and exemptions.
- In the past 3 years, have systematically reduced contracts using technological resources to save $1,899,139 dollars to be reinvested in protecting the health and safety of Florida’s children.
- **Oversight for the design and management** of the child care information system which has created a paperless inspection process and accessibility of records for the public.
- **Develops and provides oversight** regarding mandatory industry training, including the Florida Director’s Credential and the Florida School-age Certification, Child Development Associate Equivalency renewal program for individuals to become employed in child care.
- Governor appointee on the Florida Interagency Coordinating Council for Infants and Toddlers.
- Coordinates and facilitates administrative rule development and promulgation.
- Represents Florida on the CWLA Standards of Excellence National Review Committee and the National Association for Regulatory Administration.

**May 8, 1998 - July 29, 1999**
Department of Children and Families
Tallahassee, Florida
Child Care Training Specialist

- Responsibilities included statewide coordination of child care training through contracts with local child care training coordinating agencies.
- Provided technical assistance to 15 district child care training managers and 22 child care training agencies.
- Promulgated administrative rules, monitored for program quality and consistent application of standards affecting the industry.
- Coordinated policy and procedure (interagency and intraagency) work groups for the enhancement of quality child care.
- Developed multiple child care training modules for statewide application.
- Coordinated with the child care licensing staff in the administration of training requirements.
- Developed and revised child care training curricula with the assistance of an outside consultant.

**September 8, 1997 - May 7, 1998**
Department of Health
Tallahassee, Florida
Regional Volunteer Specialist

- Coordinated the Volunteer Health Care Provider Program for 12 Counties
- Developed statewide volunteer procedures for Chapter 110, Florida Statutes requirements, provided training on procedures.
- Drafted annual report on statewide volunteer activities.

**July 1, 1993 - September 7, 1997**
Department of Children and Families
Tallahassee, Florida
Child Care Licensing Specialist
Responsibilities included statewide coordination of child care licensing. Provided technical assistance to 15 district child care licensing specialist and 10 local licensing agencies. Promulgated administrative rules, monitored for program quality and consistent application of standards affecting the industry. Coordinate policy and procedure (interagency and intraagency) work groups for the enhancement of quality child care and uniformity of the standards. Coordinated with the child care training in the administration of licensing requirements.

July 15, 1988 - June 30, 1993 Department of Children and Families Tallahassee, Florida
Senior Training Specialist

April 15, 1988 - July 15, 1988 Department of Children and Families Tallahassee, Florida
Abuse Registry Counselor

May 1, 1987 - March 30, 1988 Department of Children and Families Ft. Myers, Florida
Property Administrator III

June 16, 1980 - April 30, 1987 Department of Children and Families Ft. Myers, Florida
Divorce Custody Counselor

1979 - 1980 JByrons Department Store - Sportswear Manager Ft. Myers, Florida

1976 - 1979 Private School Teacher and Assistant Director, Dade County, Florida

Professional and Community Memberships

- Professional Project Manager (PMI certified – 2009)
- National Association for Regulatory Administration President (2012 – 2014)
- National Association for Regulatory Administration Board member (2006 – 2011)
- National Association for the Education of Young Children member
- Created a large community church afterschool program and served on the board for 6 years. Program served as model for other local programs.

Knowledge, Skills and Abilities

- Project Management
- Bill analyses, rule development and legislative processes and procedures
- Contract management, budget and planning
- Computer, communication and report writing
- Supervision, facilitation and consensus building
- Customer relations, people skills/team work
- Extremely organized, task and goal oriented
- Self-motivated
What follows is a projected timeline to complete the Key Indicator System (KIS) development as outlined in RFP-CB-313R5500043 with a projected start date of September 1, 2015. Please note that KIS development is conditional in nature in that the decisions made during a given process step regularly impact projected timelines. Additionally, the time periods shown (e.g. “60 days”) does not necessarily mean consecutive days; the time periods usually reflect how long it takes to complete the process given other operational needs, which may or may not be related to KIS. Standard completion days shown are business days; completion dates shown are calendar days. Some process steps can and do take place concurrently. This timeline was produced based on NARA’s previous and extensive experiences with KIS development. It is anticipated that the timeline will be jointly adapted, as necessary, during the monthly project management meetings.

### I. Key Indicator Development

<table>
<thead>
<tr>
<th>Item</th>
<th>Standard Completion Days</th>
<th>Anticipated start date</th>
<th>Minimum Completion Date</th>
<th>Maximum Completion Date</th>
<th>Resources needed</th>
<th>Party responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine eligibility criteria to be met for licensee to qualify for tool use. Not every licensee is eligible for an indicator inspection. Factors such as compliance history and length of ownership are usually considered.</td>
<td>90 Days</td>
<td>9/1/15</td>
<td>11/30/15</td>
<td>12/30/15</td>
<td>NARA</td>
<td></td>
</tr>
<tr>
<td>Data collection and analysis – Collect data based on Michigan’s data storage mechanisms; identify and select a representative sample as needed. Tabulation of data and qualitative/quantitative analysis to generate desired system.</td>
<td>180 Days</td>
<td>9/1/15</td>
<td>2/28/16</td>
<td>6/27/16</td>
<td>Access to state’s data</td>
<td>NARA</td>
</tr>
<tr>
<td>Identification of Additional Factors – Establish additional rule violations or non-regulatory factors to be measured during inspections.</td>
<td>40 Days</td>
<td>3/1/16</td>
<td>4/8/16</td>
<td>8/6/16</td>
<td>Veteran Michigan staff with extensive knowledge; NARA consultants</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Identification of necessary licensing data system (BITS system) modifications to integrate key licensing indicators</td>
<td>45 Days (From data collection process)</td>
<td>12/1/15</td>
<td>1/14/16</td>
<td>2/13/16</td>
<td>Access and orientation to BITS system</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Step Initiation)</td>
<td>Plan for long-term system maintenance, including data collection and recalculation of core elements.</td>
<td>45 Days (From data collection process step initiation)</td>
<td>12/1/15</td>
<td>1/14/16</td>
<td>2/13/16</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>-----------------</td>
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</tr>
<tr>
<td>Developed Indicator Work Tools and Instruction Manual – Develop work tools to be used by Michigan during licensing inspections; creation of System Instruction Manual for line staff and management.</td>
<td>200 Days</td>
<td>4/1/16</td>
<td>10/25/16</td>
<td>2/22/17</td>
<td>Access to Michigan staff for review and input throughout process</td>
<td>NARA</td>
</tr>
<tr>
<td>On-site Staff Training – Hold training sessions for line staff and management in use of the system, work tools, and instruction manual.</td>
<td>4 Days (per RFP response)</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>State-provided training sites, AV equipment and copies of materials for trainees; individual assigned to assist with attendees and administration of class.</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Policy Development – Develop key licensing indicator systems policy and creation of explanatory material for public dissemination (up to three versions, depending on Michigan's needs)</td>
<td>180 Days (Concurrent with RFP tool)</td>
<td>4/1/16</td>
<td>10/5/16</td>
<td>2/2/17</td>
<td>Access to Michigan staff for review and input throughout process</td>
<td>NARA</td>
</tr>
<tr>
<td>On-site Stakeholder Meetings – Coordination of meetings with stakeholders, including advocacy agencies, providers, consumers, and legislative liaisons. Includes a maximum of six days of a NARA facilitator's time on-site (does not include travel time). NARA will</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>State-provided sites for stakeholder meetings and access to a broad representation of stakeholders; state-provided</td>
<td>NARA</td>
<td></td>
</tr>
</tbody>
</table>
II. Pilot Study

<table>
<thead>
<tr>
<th>Item</th>
<th>Days</th>
<th>Anticipated Start Date</th>
<th>Minimum Completion Date</th>
<th>Maximum Completion Date</th>
<th>Resources needed</th>
<th>Party responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify pilot sites for key licensing indicators &amp; conduct validation study. Pilot sites to be identified based on NARA and Michigan recommendations.</td>
<td>50 Days</td>
<td>10/1/16</td>
<td>11/24/16</td>
<td>3/24/17</td>
<td>NARA &amp; Michigan</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Design and implement initial set up for pilot study</td>
<td>150 Days</td>
<td>11/15/16</td>
<td>4/23/17</td>
<td>8/21/17</td>
<td>NARA</td>
<td>NARA</td>
</tr>
<tr>
<td>Train child care licensing staff in pilot locations</td>
<td>3 Days (Per RFP response)</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>When practicable based on state's operational needs.</td>
<td>State-provided training sites, AV equipment and copies of materials for trainees; individual assigned to assist with attendees and administration of class</td>
<td>NARA</td>
</tr>
<tr>
<td>Conduct pilot study, including: support pilot participants utilizing new key licensing indicators for child care centers, group homes and family homes.</td>
<td>100 Days</td>
<td>5/15/17</td>
<td>8/1/17</td>
<td>11/29/17</td>
<td>Michigan staff to provide on-site support as directed by NARA. NARA to be available for virtual meetings on an as-needed basis.</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Data analysis and results compilation from pilot study, including refinement and finalization of key licensing indicators and training based on results of pilot.</td>
<td>75 Days</td>
<td>8/1/17</td>
<td>10/15/17</td>
<td>12/1/17</td>
<td>NARA</td>
<td>NARA</td>
</tr>
</tbody>
</table>
Adapt licensing monitoring process to include finalized key licensing indicators (Includes revision of initial indicator work tools and instruction manual designed by NARA).

<table>
<thead>
<tr>
<th>50 Days</th>
<th>10/15/17</th>
<th>12/4/17</th>
<th>12/31/17</th>
<th>Final review from Michigan staff.</th>
<th>NARA</th>
</tr>
</thead>
</table>

Statewide training for licensing consultants on key licensing indicators (A maximum of three (3) separate one day training sessions for licensing consultants).

| 3 Days (per RFP response) | When practicable based on state's operational needs. | When practicable based on state's operational needs. | When practicable based on state's operational needs. | State-provided training sites, AV equipment and copies of materials for trainees | NARA & Michigan |
Scope of Contract Activities & Project Results

Phase 1 – Needs Assessment

1. Develop and implement a survey to randomly selected licensed day care providers and other agreed upon stakeholders to obtain feedback regarding the strengths of the DPH day care licensing program and areas needing improvement.

2. Develop and conduct targeted interviews with DPH day care licensing staff, licensed day care providers and parents of licensed day care facilities to obtain feedback regarding the strengths of the DPH day care licensing program and areas needing improvement.

3. Plan and implement at least two Focus Groups (CT refers to Focus groups (small audience with targeted purpose) as the Forums (larger audience) now) with DPH day care licensing staff and licensed day care providers to collect information pertaining to their experiences with the DPH Child Day Care Licensing Program.

4. Submit a final report summarizing all Needs Assessment activities including recommendations for improving Connecticut’s Child Care Licensing Program

5. Develop a time line for the full needs assessment, including target dates for data gathering activities, and identify follow up to assessment components and ways to implement/address the findings

6. Additional activities may be determined by mutual agreement of all parties. (included a one page summary document for public distribution and assistance with draft testimony after needs assessment)

7. Conference call to close out Needs Assessment and to plan for next steps

Phase 2 - Provision of Documents and Activities Based on the Needs Assessment

1. Conduct a review of the regulations relating to family day care homes, including a review of Connecticut’s regulations in accordance with best practices and conducting forums (CT now refers to these as Focus Group) with stakeholders. The number and location of the forums is to be mutually agreed-upon by NARA and Connecticut.

2. Conduct a review of the current Child Day Care licensing exemptions, and prepare and submit an assessment of the current language and recommendations for improvement. (Note: item was not completed as needs assessment did not indicate it was necessary)

3. Conduct a review of current DPH Child Care licensing policies and procedures and provide written recommendations for improving said policies and procedures and aligning them with other Connecticut early childhood initiatives.

4. Provide professional development and training to DPH Child Care licensing staff based on the needs assessment and DPH request.

5. Review existing regulations based on the findings of the needs assessment and the QRIS, which may include:
   - Meetings with an in-state process management team;
   - Review meetings with DPH administrators and licensing staff;
   - Conducting a literature review of licensing studies related to child care licensing.
6. Produce guidance and support documents as determined by the needs assessment and DPH input.
7. Submit a final report on all of the above activities.

**Project Cost**
$391,187

**Project Dates**
April 2013-June 2014
Contact
Janice Wilson
Licensing Program Supervisor
Citizens Plaza Building, 7th Floor
400 Deaderick Street
Nashville, TN 37248
615-532-4194
Janice.C.Wilson@state.tn.us

Scope of Contract Activities & Project Results

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. The Contractor shall provide technical assistance to the State for the purpose of standardizing the application of regulatory practices and responsibilities relating to child care licensing and in accordance with rule and statutory requirements. Said technical assistance shall consist primarily of the development and delivery of:

- a companion user guide to Tennessee’s child care licensing rules, and
- a state-specific training module on the topic of conducting investigations.

A.3. Within sixty (60) days of the Contract start date, the Contractor shall conduct a thorough review of the Tennessee child care licensing rules, and shall identify those rules requiring clarification of intent or acceptable alternative means of achieving compliance. The list of rules identified shall be submitted to the State at least two weeks in advance of the convening of focus group meetings as described in A.4 below.

A.4. User Guide. Within one hundred twenty (120) days of the Contract start date, the Contractor shall facilitate on-site focus group meetings comprised of Tennessee licensed child care providers and licensing staff. These will be discussion meetings focused on a collaborative effort to develop a user-friendly, accessible guide, hereinafter referred to as the "User Guide" and described in subsequent sections of this Contract. There will be separate, simultaneous provider meetings for family and group providers and center providers, respectively. The meetings will be held in each region of East, Middle, and West Tennessee. The Contractor’s responsibility for facilitation of each meeting shall include development of meeting agendas and presentations, approval of which shall be sought from the State in advance of each meeting.

A.5. Within two hundred ten (210) days of the Contract start date, the Contractor shall develop and submit for State review and approval, an initial draft of the User Guide for Tennessee’s consolidated child care licensing rules, that indicates the intent of each rule and describes how each shall be consistently monitored and measured, in accordance with legal mandate. The Contractor shall maintain internal quality assurance by utilizing frequent peer review, and shall arrange and participate in bi-weekly conference calls with key State staff during the drafting of the document, to discuss progress and provide status updates.

A.6. Within sixty (60) days following the submission to the State of the User Guide draft, as described in A.5 above, the Contractor shall facilitate on-site focus group meetings in East, West, and Middle Tennessee with Tennessee licensed child care providers and licensing staff, to explain and review the User Guide draft and clarify content and format revisions approved by the State. One meeting will be held for licensing staff and contracting partners, with separate simultaneous provider meetings for family and group providers and for center providers. The Contractor’s responsibility for facilitation of each meeting
shall include development of meeting agendas and presentations, approval of which shall be sought from the State in advance of each meeting.

A.7. The Contractor shall revise the User Guide draft, based on focus group feedback, and shall, within thirty (30) days following the completion of the activities described in A.6 above, submit, in form and substance mutually agreed upon, the final draft of the User Guide for State review and written approval.

A.8. Within thirty (30) days of the State's approval of the final draft of the User Guide, as described in A.17 below, the Contractor shall prepare a training package and conduct a two-day on-site training in West, Middle, and East Tennessee. Said training shall familiarize licensing staff with the User Guide, focusing on its skillful use in achieving consistency in rule interpretation and application.

A.9. Within sixty (60) days of completion of all activities defined in A.8 above, the Contractor shall develop and deliver a User Guide online training package with modules for ongoing use by the State in training new licensing staff. The training package shall utilize PowerPoint and Articulate, or other mutually-agreeable software, and shall be approved by the State in both form and substance prior to payment.

A.10. Conducting Investigations Training. Within two hundred ten (210) days of the contract start date, the Contractor shall deliver to state staff a three-day state-specific training module on the topic of Conducting Investigations, as follows:

- The separate training sessions will be facilitated by no fewer than two (2) state-approved, qualified instructors provided by the Contractor, and shall be delivered in East, Middle, and West Tennessee;
- The training shall focus upon skill-building in all areas related to the conduct of investigations, including legal requirements/concerns, recommended documentation, and due diligence.
- Day 1 shall include all staff (approximately sixty-five [65] in each grand division of the state), and will focus on organizational concepts for investigations, use of forms, encoding complaints, planning, interview skills, and documentation.
- Day 2 shall divide the staff into two (2) smaller groups, in order to focus on skills acquisition in the areas of observation, interview skills, case/problem evaluation, and investigation techniques.
- Day 3 shall also divide the staff into two (2) smaller groups, and shall focus upon skill-building for report writing and documentation related to legal requirements.

A.11. Within two hundred seventy (270) days of the contract start date, the Contractor shall deliver an online training package module on Conducting Investigations, utilizing PowerPoint and Articulate software, or other mutually agreeable online format for ongoing training use by the State.

A.12. During the production of the online training package module detailed in A.11 above, the Contractor shall provide tri-weekly status updates, and will review and gain formal approval of all training material content and format at mutually agreed-upon intervals.

A.13. The Contractor shall ensure that all materials, both electronic and printed, include the statement: "This project is funded through a contract with the Tennessee Department of Human Services and NARA." Such materials include, but are not limited to, video and audio tapes, PowerPoint presentations, online webinar materials, training and presentation handouts and forms.

A.14. The Contractor shall provide electronic master copies of all relevant materials and handouts in either Microsoft Word, Excel or PowerPoint formats.

A.15. The Contractor shall seek advance state approval of all on-site training dates and
conditions.

A.16. All provider meetings, as detailed in Sections A.4 and A.6, will be arranged by the State, at venues provided by the State. To ensure that the information gathered in the provider meetings is taken into consideration in the development of the User Guide, the State will prepare written minutes of these meetings and submit these to the Contractor within one week following the meetings. The training sessions detailed in Sections A.8 and A.10 will also be arranged by the State, at venues provided by the State.

A.17. The State will review and provide preliminary comments within fifteen (15) days following the submission of the User Guide draft, and written comments/revisions to the Contractor within thirty (30) days following the submission of the User Guide draft to the State. The State will review any necessary redrafts and promptly provide written comments/revisions to the Contractor for subsequent revision(s). Once the revision process is complete, the State will issue a written approval of the revised User Guide as appropriate, and process payment for this deliverable in accordance with Section C.3 of the Contract.

A.18. The State will videotape the training sessions defined in Sections A.8 and A.10.

A.19. The State will approve the final training packages produced by the Contractor pursuant to Sections A.9 and A.11 prior to payment.

A.20. The State will adhere to all laws regarding the use of copyrighted materials.

**Project Cost**
$245,237

**Project Dates**
April 2010-August 2011
Contact

Angie Badeaux, LCSW

Louisiana Department of Education Licensing
P.O. Box 4249
Baton Rouge, LA 70821
Phone: 225-342-4350

Scope of Contract Activities & Project Results
Contract Part 1 - Training on the full NARA Licensing Curriculum
(http://naralicensing.org/LicensingCurriculum)

Contract Part 2 – Development of Administrative Procedures Manual (scope of services taken from the contract language)

1. Participate in one 1 hour conference call with Department administrators to discuss goals of the project, establish a work plan and schedule first on-site meeting. After the call, Department regional managers will send consultant a summary of the current practice with sample forms, checklists, and other materials used by staff in the licensing process (includes 2 consultants, preparation and development of work plan).

2. Conduct a brief literature review and survey of administrative policy and procedures manuals of states that have exemplary administrative procedures. Conduct a thorough review of Louisiana licensing statutes, rules and current written policy and procedures. Develop a draft outline of a proposed Licensing Procedures Manual and options for formatting for use with Department staff.

3. In a four (4) day visit to the Louisiana Child Care Regulatory Section State Office:
   a) Conduct a two (2) hour meeting with administrators/managers to discuss the purpose of the product, optional formats for the manual (including topic outline) and staff interview schedule.
   b) Conduct a series of meetings (either individually or as a group with the regional managers and program coordinators to review the current licensing process and procedures used by staff, with the manual outline as a guide for the discussion (includes 2 consultants and 48 hours meeting time and 12 hours preparation review).

4. Develop an initial draft of the Licensing Procedures Manual, using the agreed upon format and preserving the current procedures as discussed in the on-site meeting. The draft will be submitted to the Department for review and suggested edits by agency staff.

5. Conduct a four (4) hour on-site meeting with Department regional managers and program coordinators to review the initial draft and suggested edits. Conduct a two (2) hour meeting with administrators/managers to confirm the format and edits for the final draft. It is recommended that the Department legal counsel be present for part of this meeting.

6. Develop a final draft of the Licensing Procedures Manual. The draft will be submitted to the Department in electronic format and hard copy.

7. Develop and conduct a (6) hour on-site training for field licensing specialists, regional managers and program coordinators on the content of the final Licensing Procedures Manual, the importance of daily and consistent use of the Manual for consistent application and enforcement of the licensing rules and periodic revision (includes development, course and preparation hours).
8. Telephone conference calls, administrative related tasks, and miscellaneous activities required to carry out the project in a professional manner.

**Contract Part 3 – Development of Interpretive Guidelines for Child Day Care Facilities**

(taken from contract scope of services)

1. Participate in a conference call with Louisiana administrators to outline goals and develop work plan (1 hour conference call and 1 hour to develop the work plan).

2. Conduct a brief literature review and survey of selected states that have similar licensing requirement Interpretive guides for exemplary products and ideas for content and presentation format. The survey will use and update existing NARA research and include use of the internet and telephone contact with pertinent staff of the selected states which may have such manuals. The survey is expected of four to six states and will include a brief report with model formats.

3. Conduct a thorough review of the child care center licensing rules, statutes, administrative policy and procedures, violation and compliance date reports and written interpretive and rule rationale currently available. The NARA consultant will identify those rules which may need clarification of agency intent or acceptable alternative means for achieving compliance. The list of identified rules will be submitted to Louisiana staff prior to focus group meetings.

4. Facilitate on-site focus group meetings with Louisiana licensed child care center providers and licensing staff/managers to clarify the purpose of the product, problematic rules and ideas for formatting and presentation. In addition there will be discussion to clarify the intent of the pre-selected rules with licensing staff/managers. These meetings, arranged by the Department and to be held in two convenient locations in Louisiana, i.e., Baton Rouge and Alexandria, will consist of 3.0 hours for providers and 3.0 hours for staff/managers at each location. The NARA consultant will develop agendas and presentations for the meeting and will facilitate each meeting; Louisiana staff will assist the NARA consultant to take and compile notes at each meeting. Louisiana administrators will make a decision on the format to be used for the Interpretive Guidelines before the end of this on-site meeting or shortly after (12 on-site hours and preparation time).

5. Develop format and initial draft of the comprehensive Interpretive Guidelines for the child care center licensing rules with specificity as dictated by the document. Hold 3 or more conference calls with Louisiana staff during the process of writing to discuss pertinent issues. The draft will be submitted to Louisiana for preliminary review by agency staff in segments as the work proceeds. Upon completion, the initial draft will be submitted to the Department for review and feedback.

6. In lieu of focus groups to review the initial draft, the draft will be shared by the Department with licensed providers and licensing staff for review and comment. Comments and suggested edits will be provided to the consultants within one month of submission of the initial draft.

Develop final draft of the Interpretive Guidelines for Child Care Center licensing rules. The final draft will be submitted in electronic and hard copy.

7. Develop a training package and conduct a two day on-site training for licensing staff (12 hours total) in one location in Louisiana, i.e., Baton Rouge, using the training package on the use of the Guidelines to familiarize them with the content. The training will include discussion of how to achieve consistency in rule interpretation (two consultants will provide the training - preparation time included).

8. Telephone conference calls, administrative related tasks, and miscellaneous activities required to carry out the project in a professional manner.
**Project Cost**
Part 1 - $41,083.98
Part 2 - $63,670.98
Part 3 - $49,970.52
Total - $154,725.48

**Project Dates**
July 2010 – June 2011
Lori Steelman, Program Director
Kansas Child Care Licensing Early Care and Youth Programs
Curtis State Office Building
1000 SW Jackson
Suite 200
Topeka, KS 66612-1274
Phone 785.296.1270
FAX 785.296.0803
Email: lsteelman@kdheks.gov

Scope of Contract Activities & Project Results

A. Project Activities

1. Planning and Background Discussion-Meeting with NARA consultants, Kansas director and staff to determine the agency’s objectives, review in greater detail the performance measures for the project, to review the data available for tabulation and analysis, and determine the short and long term goals of the project.

2. Data Capacity Building and Analysis -Conduct overview of CCLD’s data storage mechanisms and Capacity; identification and selection of representative sample as needed.

3. Policy Development - Development of state-specific indicator system policy and creation of explanatory material for public dissemination

4. On-site Stakeholder Meetings - Coordination of meetings with stakeholders, including advocacy agencies, providers, consumers, and legislative liaisons

5. Telephone conference calls, administrative related tasks, and miscellaneous activities required to carryout the project in a professional manner.

B. Project staffing and deliverables

NARA experts will provide overall conceptual and theoretical background for the development and implementation of the key indicator methodology developed by and with NARA. Experts will:

1. Review all data systems to determine the scope and level of the data available for the project.

2. Lead all technical conversations and assist with the necessary systems support for the KS Licensing Office.

3. Provide presentations to stakeholders regarding the conceptual and theoretical background of the key indicator methodology.

4. Provide ongoing guidance to KS as they develop the key indicator systems support and do periodic fidelity reviews of the system as it moves forward.

5. Review all documentation extracted from the KS databases.

6. Provide background information from other states’ experiences in developing and implementing key indicator systems.

7. Provide licensing integration of how the key indicator system fits within the overall design of a licensing system.

8. Provide overall project management and administrative oversight to the contract, including stakeholder group, focus group and online meeting facilitation.
Project Cost
$75,000

Project Dates
January 2012-October 2012
Contact

Carol Morris
Southern Region Licensing Administrator

Illinois Department of Children and Family Services
Effingham Field Office
401 West Industrial Avenue, Suite B
Effingham, IL 62401
Phone: 217-347-5561
Fax: 217-347-5589
Email: Carol.S.Morris@illinois.gov

Scope of Contract Activities & Project Results

A. Key Indicator Project Activities
1. Planning and Background Discussion - Meeting with NARA to determine the client’s objectives, review the data available for tabulation and analysis, and determine the short and long term goals of the project.
2. Determination of Eligibility Criteria - Determination of criteria to be met for licensee to qualify for tool use. Criteria are developed in conjunction with client input and national research. Standards for a licensee to be considered eligible for tool use to be developed.
3. Data Collection and Analysis - Collection of data based on client’s data storage mechanisms; identification and selection of representative sample as needed. Tabulation of data and qualitative/quantitative analysis to generate desired system.
4. Identification of Additional Factors - Establishment of additional rule violations or non-regulatory factors to be measured during inspections.
5. Development of Indicator Work Tools and Instruction Manual - Development of work tools to be used by client during inspections; creation of “System Instruction Manual” for line staff and management.
6. On-site Staff Training - Training sessions for line staff and management in the use of the system, work tools, and instruction manual.
7. Policy Development - Development of client-specific policy and creation of explanatory material for public dissemination
8. On-site Stakeholder Meetings - Plan for long-term system maintenance, including data collection and recalculation of core elements. Develop methodology for applying system to other licensing programs.

B. Weighted Risk Assessment Project Activities
1. Policy and Procedure Development – Consultants will familiarize themselves with state’s rules and statutes. NARA will develop state-specific policies and procedures for establishing base and supplemental weighting scores.
2. Survey Development – Consultants will integrate state’s rules into weighting survey for stakeholder distribution.
3. Survey Participant Selection – NARA will create a stratified provider sample and sample distribution list.
4. Data Collection - Entry of survey results into state-specific database.
5. Data Analysis - Establish mean score for each rule.
6. Staff Training – NARA will develop and run training sessions for line staff and management on the use of the weighting system.

7. Enforcement Integration – NARA will provide guidance on incorporating weighted scores into state’s existing enforcement.

Project Cost
$95,400

Project Dates
November 2013-December 2015 (project is ongoing, but most of the deliverables are complete)
<table>
<thead>
<tr>
<th>CONTRACT LINE ITEM</th>
<th>TOTAL PRICE</th>
<th>STAFF TIME</th>
<th>TRAVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$5,250.00</td>
<td>$4,250</td>
<td>$1,000</td>
</tr>
<tr>
<td>Planning Discussions</td>
<td></td>
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<tr>
<td>One (1) initial on-site meeting with Project Manager (includes travel)</td>
<td></td>
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<tr>
<td>Ongoing teleconferences</td>
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<tr>
<td>2</td>
<td>$83,000.00</td>
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<tr>
<td>Key Indicators Development to include:</td>
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<td></td>
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<tr>
<td>1) Determine eligibility criteria to be met for licensee to qualify for tool use. Not every licensee is eligible for an indicator inspection. Factors such as compliance history and length of ownership are usually considered.</td>
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<tr>
<td>2) Data collection and analysis – Collect data based on Michigan’s data storage mechanisms; identify and select a representative sample as needed. Tabulation of data and qualitative/quantitative analysis to generate desired system</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3) Identification of Additional Factors – Establish additional rule violations or non-regulatory factors to be measured during inspections</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) Identification of necessary licensing data system (BITS system) modifications to integrate key licensing indicators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) Future Analysis and Application – Plan for long-term system maintenance, including data collection and recalculation of core elements.</td>
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<td></td>
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<tr>
<td>3</td>
<td>$7,500.00</td>
<td></td>
<td>Work tools - $2,500 Instruction Manual - $5,000</td>
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<tr>
<td>Work products</td>
<td></td>
<td></td>
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<tr>
<td>Development of Indicator Work Tools &amp; Instruction Manual – Develop work tools to be used by Michigan during licensing inspections; creation of “System Instruction Manual” for line staff &amp; management</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>$9,700.00</td>
<td></td>
<td>Preparation time - $4,700 Training 1 - $3,300</td>
</tr>
<tr>
<td>On-site Staff Training</td>
<td></td>
<td></td>
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<tr>
<td>• On-site Staff Training - Hold training sessions for line staff and management in use of the system, work tools, and instruction manual</td>
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<tr>
<td>• NARA will provide a minimum of one (1) NARA-approved instructor to provide training in one (1) location. The training session will last 1-2 days.</td>
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<tr>
<td>5</td>
<td>$27,200.00</td>
<td></td>
<td>Policy Development - $22,000 Explanatory materials - $5,200</td>
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<tr>
<td>Policy Development</td>
<td></td>
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<tr>
<td>• Policy Development - Develop key licensing indicator systems policy and creation of explanatory material for public dissemination (up to three versions)</td>
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<tr>
<td>6</td>
<td>$9,050.00</td>
<td></td>
<td>$1,800</td>
</tr>
<tr>
<td>On-Site Stakeholder Meetings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) On-site Stakeholder Meetings – Coordination of meetings with stakeholders, including advocacy agencies, providers, consumers, and legislative liaisons.</td>
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<tr>
<td>2) A maximum of three (3) on-site stakeholder meetings to correspond with each of Michigan’s local child care offices. Each meeting will include separate sessions for various stakeholder groups, as determined by the Project Manager in coordination with the State of Michigan. (includes travel) It is anticipated that the NARA facilitator will spend one day at each site.</td>
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<tr>
<td>3) NARA consultants will produce a report based on the results of the meetings within 45 days.</td>
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<tr>
<td>7</td>
<td>$60,000.00</td>
<td>$60,000</td>
<td></td>
</tr>
<tr>
<td>• Implement key licensing indicators for child care centers, group homes and family homes statewide Includes:</td>
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<tr>
<td>Fully implement key licensing indicator system across the state and in all regions</td>
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</tr>
<tr>
<td>8</td>
<td>$25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management, initial set-up fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>$22,670.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$249,370.00</td>
<td></td>
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</tbody>
</table>
What follows is a projected timeline to complete the Key Indicator System (KIS) development as outlined in RFP-CB-313R5500043 with a projected start date of September 1, 2015. Please note that KIS development is conditional in nature in that the decisions made during a given process step regularly impact projected timelines. Additionally, the time periods shown (e.g. "60 days") does not necessarily mean consecutive days; the time periods usually reflect how long it takes to complete the process given other operational needs, which may or may not be related to KIS. Standard completion days shown are business days; completion dates shown are calendar days. Some process steps can and do take place concurrently. This timeline was produced based on NARA’s previous and extensive experiences with KIS development. It is anticipated that the timeline will be jointly adapted, as necessary, during the monthly project management meetings.

I. Key Indicator Development

<table>
<thead>
<tr>
<th>Item</th>
<th>Standard Completion Days</th>
<th>Anticipated start date</th>
<th>Minimum Completion Date</th>
<th>Maximum Completion Date</th>
<th>Resources needed</th>
<th>Party responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine eligibility criteria to be met for licensee to qualify for tool use. Not every licensee is eligible for an indicator inspection. Factors such as compliance history and length of ownership are usually considered.</td>
<td>90 Days</td>
<td>1/1/16</td>
<td>3/30/16</td>
<td>4/30/16</td>
<td>NARA</td>
<td></td>
</tr>
<tr>
<td>Data collection and analysis – Collect data based on Michigan’s data storage mechanisms; identify and select a representative sample as needed. Tabulation of data and qualitative/quantitative analysis to generate desired system.</td>
<td>180 Days</td>
<td>1/1/16</td>
<td>6/28/16</td>
<td>10/27/16</td>
<td>Access to state’s data</td>
<td>NARA</td>
</tr>
<tr>
<td>Identification of Additional Factors – Establish additional rule violations or non-regulatory factors to be measured during inspections.</td>
<td>40 Days</td>
<td>7/1/16</td>
<td>8/8/16</td>
<td>12/6/16</td>
<td>Veteran Michigan staff with extensive knowledge; NARA consultants</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Identification of necessary licensing data system (BITS system) modifications to integrate key licensing indicators</td>
<td>45 Days (From data collection process)</td>
<td>4/1/16</td>
<td>5/14/16</td>
<td>6/13/16</td>
<td>Access and orientation to BITS system</td>
<td>NARA &amp; Michigan</td>
</tr>
<tr>
<td>Task</td>
<td>Duration</td>
<td>Start Dates</td>
<td>End Dates</td>
<td>Responsible Parties</td>
<td></td>
<td></td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>Future Analysis and Application – Plan for long-term system maintenance, including data collection and recalculation of core elements.</td>
<td>45 Days</td>
<td>4/1/16</td>
<td>6/13/16</td>
<td>NARA &amp; Michigan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ongoing monitoring and evaluation of key licensing indicators – develop a plan with the state</td>
<td>45 Days</td>
<td>4/1/16</td>
<td>6/13/16</td>
<td>NARA &amp; Michigan</td>
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</tr>
<tr>
<td>Development of Indicator Work Tools and Instruction Manual – Develop work tools to be used by Michigan during licensing inspections; creation of System Instruction Manual for line staff and management.</td>
<td>200 Days</td>
<td>8/1/16</td>
<td>4/31/17</td>
<td>NARA</td>
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</tr>
</tbody>
</table>
| On-site Staff Training – Hold training sessions for line staff and management in use of the system, work tools, and instruction manual  
  - Includes a minimum of one (1) NARA-approved instructor to provide training in two (2) locations. Each training session will last 1-2 days. | 4 Days (per RFP response) | When practicable based on state's operational needs. | When practicable based on state's operational needs. | State-provided training sites, AV equipment and copies of materials for trainees; individual assigned to assist with attendees and administration of class | NARA & Michigan |
| Policy Development – Develop key licensing indicator systems policy and creation of explanatory material for public dissemination (up to three versions, depending on Michigan's needs) | 180 Days (Concurrent with work tool) | 8/1/16 | 4/31/17 | NARA |
| On-site Stakeholder Meetings – Coordination of meetings with stakeholders, including advocacy agencies, providers, consumers, and legislative liaisons. Includes a maximum of six days of a NARA | When practicable based on state's operational needs. | When practicable based on state's operational needs. | State-provided sites for stakeholder meetings and access to a broad | NARA |
facilitator’s time on-site (does not include travel time). NARA will produce a report on the stakeholder meetings within 45 calendar days.

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeframe</th>
<th>Deadline</th>
<th>Representation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and disseminate communication to ensure board provider awareness of key licensing indicators system</td>
<td>ongoing</td>
<td>2/12/17</td>
<td>4/31/17 Access to list of contacts NARA &amp; Michigan</td>
</tr>
<tr>
<td>Implement key licensing indicators for child care centers, group homes and family homes statewide</td>
<td>60 days</td>
<td>3/1/17</td>
<td>4/31/17 NARA &amp; Michigan</td>
</tr>
</tbody>
</table>