

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 5, 2012

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B6200167
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068	Robert Higgins	higginsr@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(269) 789-2400	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	Department of Education	Kyle Guerrant	(517) 335-0565	guerrantk@michigan.gov
BUYER:	DTMB	Lance Kingsbury	(517) 241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Intergovernmental Contracts – Department of Education			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
March 8, 2006	March 7, 2009	3, one year	August 31, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:		AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input type="checkbox"/> YES <input type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE: December 31, 2012
Effective August 21, 2012, this contract is hereby EXTENDED four months to December 31, 2012 and INCREASED by \$45,000.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and the approval of both DTMB Procurement and the State Administrative Board on August 21, 2012.		
VALUE/COST OF CHANGE NOTICE:	\$45,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$748,940.00	

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET February 14, 2012
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
OF
CONTRACT NO. 071B6200167
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068 Email: higginsr@michigan.gov	TELEPHONE (269) 789-2400 Robert Higgins
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 Intergovernmental Contracts – Department of Education	
CONTRACT PERIOD: From: March 8, 2006 To: August 31, 2012	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective February 28, 2011, this Contract is hereby EXTENDED to August 31, 2012, and INCREASED by \$60,000.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on March 6, 2012 and DTMB Procurement' approval.

INCREASE: \$60,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$703,940.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 9, 2010
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B6200167
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068	TELEPHONE (269) 789-2400 Robert Higgins
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 Intergovernmental Contracts – Department of Education	
CONTRACT PERIOD: From: March 8, 2006 To: February 28, 2012	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective February 28, 2011, this Contract is hereby EXTENDED to February 28, 2012, per the terms and conditions of this Contract in Article 2.033 which states:

“2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to three (3) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension will be a pre-requisite for the exercise of any option year.”

Additionally, funds in the amount of \$125,000.00 are hereby ADDED to this Contract.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 11/16/10), vendor agreement, and DTMB/Purchasing Operations’ approval.

REVISED ESTIMATED CONTRACT VALUE: \$643,940.00

FOR THE VENDOR:

Calhoun Intermediate School District

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Kevin Dunn, Buyer Manager

Name/Title

Services Division, Purchasing Operations

Division

Date

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

February 4, 2010

**CHANGE NOTICE NO. 2
 OF
 CONTRACT NO. 071B6200167
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068	TELEPHONE (269) 789-2400 Robert Higgins
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 Intergovernmental Contracts – Department of Education	
CONTRACT PERIOD: From: March 8, 2006 To: February 28, 2011	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective February 2, 2010, this Contract is hereby EXTENDED to February 28, 2011 per the terms and conditions of this Contract in Article 2.033 which states:

“2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to three (3) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension will be a pre-requisite for the exercise of any option year.”

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 1/28/2010), vendor agreement and DMB/Purchasing Operations’ approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$518,940.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

February 11, 2009

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200167
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068	TELEPHONE (269) 789-2400 Robert Higgins
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 Intergovernmental Contracts – Department of Education	
CONTRACT PERIOD: From: March 8, 2006 To: February 28, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through February 28, 2010. All other terms, conditions, specifications, and pricing remain the same. NOTE: The DMB Buyer for this Contract is now Lance Kingsbury (517) 241-3768.

AUTHORITY/REASON:

Per agency request (PRF dated 11/25/08), Contractor agreement (email dated 1/26/09) and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$518,940.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

April 7, 2006

NOTICE
OF
CONTRACT NO. 071B6200167
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068	TELEPHONE (269) 789-2400 Robert Higgins
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 Intergovernmental Contracts – Department of Education	
CONTRACT PERIOD: From: March 8, 2006 To: March 7, 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #07116200026, this Contract Agreement and the vendor's quote dated November 18, 2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$518,940.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200167
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068</p>	TELEPHONE (269) 789-2400 Robert Higgins VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Kyle Guerrant (517) 335-0565 <p style="text-align: center;">Intergovernmental Contracts – Department of Education</p>	
CONTRACT PERIOD: From: March 8, 2006 To: March 7, 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I6200026, this Contract Agreement and the vendor's quote dated November 18, 2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$518,940.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200026. Orders for delivery of equipment will be issued directly by the Department of Education through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Calhoun Intermediate School District</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Kristi L. B. Thompson, Director</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Services Division, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 071B6200067
Intergovernmental Contracts for the Michigan Department of Education

Buyer Name: Kevin Dunn
Telephone Number: 517-241-4225
E-Mail Address: dunnk3@michigan.gov



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APPENDICES

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The purpose of this contract is to obtain bids for two consultants to provide services to the Office of Safe Schools (OSS), within the Coordinated School Health and Safety Programs Unit. In addition to delivering services related to local and state requests for technical assistance, the Office of Safe Schools is responsible for achieving project outcomes related to the Title IV Data Management grant. These two consultants will assume the roles of Project Director and Project Coordinator, and will be responsible for providing these services for the OSS.

The Project Director and Coordinator will manage, coordinate, train, and monitor LEA and ISD efforts to incorporate data driven decision making systems and resources into their school-based drug and violence prevention efforts. Each consultant will serve as a liaison between schools and effective programs, practices, and policies. Both consultants will link their network of prevention professionals in Michigan with the resources needed to accomplish the goals of the OSS. In coordination with a variety of prevention units in multiple state agencies, each consultant will offer services, which include the following activities:

- Develop and/or maintain state-level, collaborative school/community partnerships
- Collect violence and drug/ use and incident data
- Identify best practice, school-based prevention training and materials
- Increase LEA and ISD use of research based evaluation strategies to accomplish safe and drug free objectives in the school environment

1.002 BACKGROUND

Office of Safe Schools Consultant Services:

For more than twenty years, Office of Safe Schools consultants have delivered services to:

- Units of the Michigan Department of Education
- Created and maintained collaborative partnerships with various state agencies, school and community based organizations
- ISDs
- LEAs

Consultants provide a broad range of services including informing educational and community stakeholders about crisis response, emergency management, drug and violence prevention/best practices, as well as, programs, initiatives, community coalition building, and resources related to the federal Title IV Safe and Drug Free Schools program. Furthermore, consultants have provided training and technical assistance in these content areas.

Project Direction and Coordination of Title IV SDFS Data Management Grant:

The Michigan Department of Education (MDE) has been implementing the goals of the Title IV - Safe and Drug-Free Schools and Communities Act (SDFSCA) Data Management grant. This grant's purpose is to build and maintain collaborative partnerships among key stakeholders and state agencies through (1) collaborative partnerships, (2) an integrated data support system, (3) communication to the field through training, technical assistance and materials, and (4) program evaluation.

As grant outcomes are achieved, MDE/Safe Schools Consultants and collaborative partners are responsible for the creation of a sustainable data collection system. This system must meet the needs of state and local agencies, the U.S. Department of Education's Performance Based Data Management Initiative, as well as the requirements of the Uniform Management Information and Reporting System (UMIRS) under Title IV of the No Child Left Behind Act of 2001. The integrated data collection system will incorporate multiple programmatic data repositories and reports to a single system for all commonly shared Safe and Drug-Free educational and performance data. This data collection system will meet federal and state requirements, increase LEA and ISD SDFSCA recipients' capacity to integrate data into programmatic decision making, and ultimately improve the management of school based drug and violence prevention programs for Michigan youth.



In addition to the integrated data collection system, numerous support activities are incorporated into the consultants' responsibilities for project success and sustainability. Key components are the development of a leadership team that consists of agency partners and consultants, sub-workgroups that focus on specific aspects of project development, the development and implementation of a regional training and technical assistance model, and communication of the project to stakeholders and the public.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Two consultants, one Project Director and one Project Coordinator, will provide the deliverables listed below.

Title IV Safe and Drug Free School Data Management Deliverables
Delegate, monitor, and coordinate department services to assure Title IV SDFS Data Management Grant activities to achieve grant requirements through project direction.
Coordinate grant activities (develop work groups, set meetings, reduce institutional barriers, gather information, develop feedback loops, and identify cross department human and financial resources) among cross-functional team members, as represented by CEPI, ODCP, DIT, MASA and independent evaluation contractor.
Report achievement outcomes as required by SDFS annual reports, as written by Project Coordinator.
Communicate grant activity with USDOE grant monitor assigned to monitor Title IV SDFS Data Management Grant activity, as identified by Project Director.
Create a web-based survey for LEA SDFS data based decision making as conducted by both Project Director and coordinator.
Coordinate and facilitate-the logistics of implementing a 'train the trainer' plan for ISDs/ LEAs in statewide data management as conducted by both consultants.
Develop training goals, educational materials, and follow up activities for LEA/ISD survey use, collection, and decision making related to Title IV Data Management Grant as conducted by both consultants.
Develop a plan to engage, train Michigan school based prevention staff in survey distribution, participation and collection. Project Director will access personal network of state level leaders to encourage participation. Project Coordinator will similarly access network of ISD/LEA leaders to encourage participation of Title IV data management use.
Monitor web based activity of pilot schools to ensure data collection meets Title IV grant objectives. State and local level monitoring conducted by both consultants.
Train schools in continuous improvement strategies in prevention related data based decision-making.
Office of Safe School Services
Prepare annual Gun Free Schools Report.
Certify to the USDOE of Michigan school status as a NCLB identified "persistently dangerous school". In the event that schools meet these criteria, Safe Schools services will provide technical assistance (with state and local level resources) to identify an improvement plan to assure future removal from the list.
Initiate state level policy creation, changes, training opportunities, evaluation technical assistance and practice through SDFS Advisory Council.



Develop safe schools related data definitions to meet reporting requirements within two CEPI databases SID and SRSD.
Train SDFS coordinators in research based programming, practices, and policies.
Coach ISD and LEA stakeholders as they implement research-based school health strategies to promote health and reduce youth risk behaviors.
Serve as a representative for MDE on the SEOC.
Provide technical assistance to LEAs on the Homeland Security in Schools initiative.
Initiate and build capacity for statewide use of transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.
Provide technical assistance to ISDs and LEAs on use of transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.
Partner with state level team (ODCP staff, grant recipients, and SDFS evaluator) to achieve statewide safe school outcomes for success.
Prepare SDFS annual report.
Promote Community Service Grant practices which demonstrated positive outcomes: use of school climate survey, strategies for drop out reentry, and other school wide efforts developed through this grant.
Communicate with, submit reports to, and report outcome achievement, as Project Director, to US DOE grant monitor for Title IV SDFS Community Service Grant.
With state level leadership provide policy direction on crisis response and emergency management practices in education.
Provide leadership as Co-Chair on the MDCH Intergovernmental Work Group for SPF/SIG prevention grant in Michigan schools and communities.
Provide leadership from MDE to multiple stakeholder members serving the MSU Safe Schools Initiative.
Provide technical assistance/training/ and leadership to members of the Michigan's School Health Coordinator 's Association.
Train and support training for ISDs and LEAs in Michigan Model Health Curriculum in the areas of CDC identified risk behaviors: nutrition, physical activity, alcohol and other drug, tobacco, violence, HIV/STD and other health areas such as gambling, sun safety, character education, and osteoporosis.
Train and support training for ISDs and LEAs in health standards and benchmarks, health curriculum, health and learning, school law, and school health related policies.
Train and support training for ISDs and LEAs in conflict resolution, violence prevention, peer mediation, bullying, emotional intelligence, school climate, balanced and restorative justice, and related school laws, policies, programs, and initiatives.
Provide technical assistance to Michigan schools involved in American Cancer Society sponsored Michiana Leadership Institute.

YEAR ONE MILESTONES

Quarter 1

Safe Schools

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

**Title IV SDFS Data Grant**

Establish SDFCA Grant Leadership Team
Establish All Workgroups

Quarter 2**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Coordinate Hiring Efforts of Project Coordinators and Consultants

Quarter 3**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Conduct System Needs Assessment
Map Existing Data Elements to New Integrated System
Review Michigan Alignment with UMIRS/PBDMI
Bring Current Data Collection Systems Together in a Centralized Warehouse
Enhance Existing Data Elements
Educate Schools on Use of Integrated System

Quarter 4**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Public Communication on Integrated System
Develop and Implement Training of Trainers
Establish Data Collection System Linkages
Post Information to Web sites
Coordinate Data Elements from PSAs, LEAs, and ISDs
Develop Regional Training and Materials
Validate/Verify/Approve Data Elements from PSAs, LEAs, and ISDs
Begin Monthly Meetings
Aggregate and Analyze Data at State Level, Develop Reports

YEAR TWO MILESTONES**Quarter 1****Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

**Title IV SDFS Data Grant**

Develop and Post Online Tutorial to Web
Develop Educational Support
Review/Endorse Data Reports by Lead State Agencies
Make Data Available

Quarter 2**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

Quarter 3**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

Quarter 4**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

YEAR THREE MILESTONES**Quarter 1****Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

Quarter 2**Safe Schools**

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups



Quarter 3

Safe Schools

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

Quarter 4

Safe Schools

Provide Safe Schools Consultation to SEA, ISD, LEA stakeholders and community based prevention staff involved in school/community partnerships.

Title IV SDFS Data Grant

Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups

1.102 OUT OF SCOPE - RESERVED

1.103 ENVIRONMENT

To work with safe schools, state partners, and community agencies to meet the needs of schools when dealing with safety issues; including prevention and intervention programs and initiatives. As part of the Coordinated School Health and Safety Programs Unit, staff collects youth risk and protective behavior data. Services will be determined based on annual survey results. Title IV services are targeted toward increasing academic achievement by reducing these risk factors and increasing Michigan youth protective factors.

1.104 WORK AND DELIVERABLE

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Title IV Safe and Drug Free School Data Management Deliverables
Lead work groups in outcome achievement for Title IV Data Management activities
Identify barriers and resources for work group goal completion.
Communicate progress of Title IV Data Management grant and report levels of achievement to MDE leadership team, work groups, partner departments, and federal grant monitor.
Check staffing levels are met, within departments, to meet Title IV Data Management work plan timelines.
Market data management system to LEAs and ISDs to encourage pilot participation, and future, statewide involvement in data management system.
Develop training plan for LEA and ISD in the use of data management tools.
Coordinate training opportunities for pilot site implementation.
Train pilot site LEAs and ISDs in data management system.
Collect pilot site outcomes of data management activities to adjust activities for future program expansion.
Revise activities to improve performance and expand data management activities for statewide involvement of Michigan Schools receiving Title IV SDFS funds.
Achieve statewide participation in data management system.
Report annual and final grant outcome results to state and federal agencies.
Institutionalize successful grant practices into current prevention-related data collection and analysis.



Office of Safe School Services
Report, prepare, and/or certify federal and state requests related to Safe Schools and Title IV requirements. These reporting activities include the annual Gun Free Schools Report, annual reports for Title IV Community Service and Data Management grants, certification of NCLB persistently dangerous schools list, and violence and drug definitions as related to two databases in CEPI-SID and SRSD. .
Guide schools listed as 'persistently dangerous' in action planning to achieve the positive outcome of removal from this list.
Recommend policy direction to state and local level leaders in Safe Schools and Title IV SDFS related practices.
Collaborate with ODCP/SDFS training efforts by complimenting learning opportunities with MDE resources.
Co-lead state level SDFS staff in expansion of training opportunities in research based programming, practices, and policies.
Coach ISD and LEA stakeholders as they distinguish research-based from promising practice strategies in school health.
Offer technical assistance to LEAs on the Homeland Security in Schools initiative.
Advocate for cross department, state level endorsement of transformative conferencing in Michigan schools. (Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.)
Provide training to schools in transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.
Partner with safe schools-related team (ODCP staff, grant recipients, and SDFS evaluator) to achieve statewide safe school outcomes for success.
As Project Coordinator, promote Community Service Grant practices which demonstrated positive outcomes: use of school climate survey, strategies for drop out reentry, and other school wide efforts developed through this grant.
Provide leadership as to interdepartmental work groups such as Co-Chair on the MDCH Intergovernmental Work Group for SPF/SIG prevention grant in Michigan schools and communities, MDE representation on the State Emergency Operation Center, SDFS State Advisory Group, and MSU Safe Schools Initiative.
Train and support training for ISDs and LEAs in conflict resolution, violence prevention, peer mediation, bullying, emotional intelligence, school climate, balanced and restorative justice, and related policies, practices, programs, and initiatives.
Provide technical assistance/training/ and leadership to members of the Michigan's School Health Coordinator 's Association.
Partner with School Health Coordinators to link school wide approaches with Michigan Model Health Curriculum. Safe school practices connect with health curriculum in the following areas: bullying prevention, drug and violence prevention, character education, conflict resolution, promoting a positive school climate, emotional intelligence, balanced and restorative justice, student leadership, peer mediation, and youth development.
Train and support training for ISDs and LEAs in school law, school health policies, and school initiatives as related to federal and state requirements.
Provide technical assistance to Michigan schools involved in American Cancer Society sponsored Michigan Leadership Institute.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Two Consultants will provide services as Project Director and Project Coordinator. Both consultants will provide services to meet goals of the Title IV SDFS Data Management grant and goals established through the Office of Safe Schools.

Work activity will break between state, regional, and local level boundaries. The Project Director will work to achieve state level support for Title IV and Safe Schools activity. The Project Coordinator will work to achieve local/regional level support for Title IV and Safe Schools activity.



The Project Director will:

- Communicate state SDFS progress to national SDFS program consultants.
- Build capacity within state infrastructure by aligning interdepartmental leadership support for activities developed through the Title IV Data Management grant.
- Assure state level implementation of data management practices developed through Title IV grant.
- Monitor cross department, state level progress in adoption of Title IV-developed data management system.
- At a state, regional, and local level, integrate adjustments in data management practices after pilot period.
- Work across state departments to coordinate safe school policies, practices, programs and initiatives in the following areas: homeland security, health promotion, risk reduction, crisis management, emergency response, and risk assessments for drug and violence activity within Michigan schools.

The Project Coordinator will:

- Communicate local and regional SDFS data management progress to state SDFS leadership within MDE and the Office of Drug Control Policy.
- Build local/regional capacity to achieve positive, SDFS data management program outcomes through training, access to data management tools, increased cost savings, and local/regional collaboration to share data across school/ community sectors.
- Assure local/regional alignment of data management practices as developed through Title IV Data Management grant.
- Monitor local/regional progress in use of Title IV-developed, data management practices.
- At a state, regional, and local level, integrate adjustments in data management practices after pilot period.
- Work with local and regional leadership to align safe school efforts with state level policies, practices, programs, and initiatives, as related to homeland security, health promotion, risk reduction, crisis management, emergency response, and risk assessments for drug and violence activity within Michigan schools.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Michigan Department of Education

1. Mary Ann Chartrand, Director of Grants Coordination and School Support, will monitor and assure overall project completion.
2. Kyle Guerrant, Manager of Coordinated School Health and Safety Programs Unit, will provide priorities for the work to be completed and will be responsible for all personnel issues (timesheets, attendance, etc.).

1.203 OTHER ROLES AND RESPONSIBILITIES - RESERVED

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT - RESERVED

1.302 REPORTS

1. Coordinated School Health Coordinator's Association (CSHCA) State Steering Report (Safe Schools) – Quarterly Basis
2. Title IV Safe and Drug Free Schools Data Management Annual and Final Reports
3. Gun-free Weapons Report – Annual Basis
4. No Child Left Behind – Persistently Dangerous Schools Certification – Annual Basis
5. Annual Review of School Infrastructure Database fields for safe school data
6. Title IV Safe and Drug-free Schools Community Service Final Report



1.4 Project Management

1.401 ISSUE MANAGEMENT

Several organizational protocols have been established to respond to an emerging issue. In the event of a crisis and/or natural disaster, the Project Director and Coordinator will refer to the State of Michigan Department's 'business continuity plan' to move the project to an alternate location. Calhoun ISD is capable of becoming a remote location for this project. In addition the Calhoun ISD staff contacts (listed in the Risk Management table), MDE leadership, in this situation, will include unit and department supervisors as well as the MDE crisis management team and the Assistant Superintendent, Carol Wolenberg.

In the event of a project-related issue, MDE has articulated a hierarchy of decision making as related to coordination with the Department of Management and Budget and the Department of Information Technology. The data management requires the triad of work (local school participation, educational data collection, and data management technology) to be conducted in such a way that these three strands progress simultaneously and reduce the risk of delayed outcomes. Therefore, MDE will identify an issue within these three areas, coordinate related staff in all three departments, and will communicate a macro-level plan of response to assure commonly bench marked deadlines are met.

In addition to coordinating task completion, MDE will take the lead on addressing interdepartmental impediments related to policy, funding, loss of any stakeholder, and/or human resource changes. Legislative changes, funding elimination, accounting errors, unexpected costs, federal requirements, security agreements, product maintenance/repair, and LEA pilot site issues would be examples of these overarching issues. In addition to activating leadership from DMB-CEPI and DIT, the MDE-led Grant Leadership Team will support solution development, reduce barriers, and identify resources needed.

1.402 RISK MANAGEMENT

To proactively prevent obstacles to project completion, several mechanisms have been identified, as related to the triad of work required (local school participation, educational data collection, and data management technology). The grant identifies three workgroups responsible to reduce risk and anticipate problems: data collection, data cleansing, and data analysis of the school related data planned to be collected, monitored and reported.

In addition to these three workgroups, DIT has created a task list which forecasts deadlines for the creation of the data management product, the LEA-based report development, and data collection of the student surveys. Monthly communications of this updated report assure that MDE Project Director and Coordinator can adjust the rate of outcome completion according to the DIT schedule.

In addition, MDE has asked CEPI to set interim goals between MDE and DIT's product to assist schools will be able to respond within the timelines needed for the two pilot trials in 05-06 and 06-07 school years. Pilot site activity will assure that the final outcomes of the grant will succeed in the official launch during the 07-08 school years.

DIT has also developed a risk management method using the RANGER software to anticipate vulnerabilities in the web-based survey. MDE and CEPI staff will be using this software to identify bugs in the survey before the first pilot effort is used with the year 1 LEAs.

MDE is also planning on purchasing the statistical analysis software, SPSS, as a tool to test the reliability and validity of the survey instrument being created.

Finally, almost weekly, the core staff works to complete the project and reduce any barriers to grant completion. Core staffs also serve on the three data committees mentioned: data collection, cleansing, and analysis. Core staff includes Bob Higgins, Leisa Gallagher, Kim Kovalchick, Lynne Erickson, Derek Crombie, Tom Howell, Sam LoPresto, and Dr. Jim O'Neill.

Any of the emerging issues listed above, with the potential to endanger the project, within two weeks, should be brought to the attention of the Project Director, Bob Higgins. As the two consultants, Mr. Higgins and Ms. Gallagher, will be located at MDE, they will communicate with and follow the direction of their supervisor, Mr. Kyle Guerrant, and MDE leadership for issue management.



In addition to this relationship between MDE and the contractor, the table below identifies the contractor’s chain of authority, through Calhoun Intermediate School District, which would be available to support a solution:

Tom Bean	Business Office, Calhoun ISD	beant@calhounisd.org	269-789-2476	17111 G Drive North Marshall, MI. 49068
Mary Ellen Currie	Assistant Superintendent, Calhoun ISD	Curriem@calhounisd.org	269-789-2447	17111 G Drive North Marshall, MI. 49068
Christopher Wigent	Superintendent, Calhoun ISD	wigentc@calhounisd.org	269-789-2461	17111 G Drive North Marshall, MI. 49068

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

All tasks listed under section 1.101 and 1.104 work and deliverables must be completed.

Monthly progress report of work must meet deadlines set by grant work plan and outcomes of Title IV Safe and Drug-Free Schools Data Management Project and Safe Schools Services.

For MDE Grant Leadership Team, convene, report, and accomplish quarterly progress regarding Title IV Safe and Drug-Free Schools Data Management Project and Safe Schools Services.

Document grant progress on the USDOE (United State Department of Education) system to report Title IV Safe and Drug-Free Schools Data Management Project.

1.502 FINAL ACCEPTANCE

Final Acceptance is when the project is completed and functions according to the requirements. Any intermediate acceptance of Sub-Deliverables does not complete the requirement of Final Acceptance.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

See Article 1, Attachment A – Price Proposal Cost Model.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW - RESERVED



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) “Days” means calendar days unless otherwise specified.
- (b) “24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.
- (d) “Amendment Labor Rates” means the schedule of fully-loaded hourly labor rates attached as **Article 1, Attachment C**.
- (e) “Audit Period” has the meaning given in **Section 2.111**.
- (f) “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (g) “Incident” means any interruption in Services.
- (h) “Business Critical” means any function identified in any Statement of Work as Business Critical.
- (i) “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work
- (j) “Key Personnel” means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B**, as Key Personnel.
- (k) “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.
- (l) “Services” means any function performed for the benefit of the State.
- (m) “State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (n) “Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:



- a description of the Services to be performed by Contractor under the Statement of Work;
- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Office of Acquisition Services ("OAS") and the Department of Education (collectively, including all other relevant State of Michigan departments and agencies, the "State"). OAS is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **OAS is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Acquisition Services for this Contract is:

Kevin Dunn
Office of Acquisition Services
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Dunnk3@michigan.gov
517-241-4225

2.015 Contract Compliance Inspector

Upon receipt at OAS of the properly executed Contract, it is anticipated that the Director of DMB Acquisition Services, in consultation with (Department of Education), will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Acquisition Services.** The Contract Compliance Inspector for this Contract is:

Kyle Guerrant
Department of Education
John Hannah Building, 4th Floor
PO Box 30008
Lansing, MI 48909
E-Mail: guerrantk@michigan.gov
Phone: 517-335-0565

2.016 Project Manager - RESERVED

2.020 Contract Objectives/Scope/Background**2.021 Background**

Please see Section 1.002

2.022 Purpose

Please see Section 1.001

2.023 Objectives and Scope

Please see Section 1.101

2.024 Interpretation

Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

2.025 Form, Function and Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.030 Legal Effect and Term**2.031 Legal Effect**

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for a period of three (3) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to three (3) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel**2.041 Contractor Personnel**

- (a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.



- (b) Key Personnel
- (i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Article 1, Attachment B** provides an organization chart showing the roles of certain Key Personnel, if any.
 - (ii) Key Personnel shall be dedicated as defined in **Article 1, Attachment B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
 - (iii) The State will have 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, will introduce the individual to the appropriate State representatives, and will 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. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.
 - (iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced 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. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.
 - (v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the 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 **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$50,000.00 per individual.

- (c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.



- (d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.
- (e) Staffing Levels.
- (i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.
- (ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.
- (f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.
- (g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

**2.044 Subcontracting by Contractor**

- (a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.
- (b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.
- (c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.
- (d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.
- (e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards**2.051 Existing Technology Standards - RESERVED****2.052 PM Methodology Standards - RESERVED****2.053 Adherence to Portal Technology Tools - RESERVED****2.054 Acceptable Use Policy - RESERVED**

2.060 Deliverables**2.061 Ordering**

- (a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

2.062 Software - RESERVED**2.063 Hardware - RESERVED****2.064 Equipment to be New and Prohibited Products - RESERVED**2.070 Performance**2.071 Performance, In General**

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.
- (c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages - RESERVED**2.074 Bankruptcy**

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.



To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Time is of the Essence

Contractor/Vendor is on notice that time is of the essence in the performance of the contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under the contract.

2.076 Service Level Agreements (SLAs)

- (a) SLAs will be completed with the following operational considerations:
- (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has occurred as defined in **Section 2.202**,
 - (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification and/or coordination.
 - (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. In order to invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following ("Stop-Clock Conditions"):
 - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three (3) unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling thirty (30) day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three (3) additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two (2) weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities - RESERVED

2.082 Delivery of Deliverables

- (a) Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

**2.083 Testing**

- (a) Prior to delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

2.084 Approval of Deliverables, In General

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.
- (d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract price for such Deliverable/Service and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.



- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

2.085 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.087 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.088 Final Acceptance

Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.080-2.087**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.090 Financial**2.091 Pricing**

- (a) **Fixed Prices for Services/Deliverables**

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1, Attachment C**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.
- (b) **Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1, Attachment C** Unless specifically identified in an applicable Statement of Work.
- (c) **Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.
- (d) **Labor Rates**

All time and material charges will be at the rates specified in **Article 1, Attachment C**.

2.092 Invoicing and Payment Procedures and Terms

- (a) **Invoicing and Payment – In General**
 - (i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
 - (ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1, Attachment C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.
 - (iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.
- (b) **Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)**

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.
- (c) **Out-of-Pocket Expenses**

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work.



Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

- (d) **Pro-ration**
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.
- (e) **Antitrust Assignment**
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- (f) **Final Payment**
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute 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 unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback

The State shall have the right to hold back, as a retainage, an amount equal to ten percent (10%) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

2.095 Electronic Payment Availability

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

2.100 Contract Management

2.101 Contract Management Responsibility

- (a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Article 1, Attachment E** (Project Plan) is likely to delay the timely achievement of any Contract tasks.
- (b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

**2.103 Reports and Meetings****(a) Reports.**

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 Reserved**2.106 Change Requests**

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.



If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- (a) Change Requests
 - (i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
 - (ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
 - (iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
 - (iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
 - (v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Acquisition Services.
 - (vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract:



(i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111a Records and Inspections

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.
- (b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

2.112 Errors

- (a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities**2.121 State Performance Obligations**

- (a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.
- (b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.
- (c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.
- (d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security**2.131 Background Checks**

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved2.150 Confidentiality**2.151 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

**2.152 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

**2.157 Security Breach Notification**

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights**2.161a Ownership – RESERVED****2.161b Cross-License - RESERVED****2.161c License - RESERVED****2.162 Source Code Escrow - RESERVED****2.163 Rights in Data**

- (a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.
- (b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials - RESERVED**2.165 Standard Software - RESERVED****2.166 Pre-existing Materials for Custom Software Deliverables - RESERVED**

**2.167 General Skills**

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations**2.171 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.



- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties - RESERVED

2.173 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 30 business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.174 Physical Media Warranty - RESERVED

2.175a DISCLAIMER

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.175b Standard Warranties**

- (a) **Warranty of Merchantability**
Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.
- (b) **Warranty of fitness for a particular purpose**
When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warrants that the Deliverables are fit for such purpose.
- (c) **Warranty of title**
Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance**2.181 Liability Insurance**

- (a) **Liability Insurance**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.

See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.**



All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit
 \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease



- (b) **Subcontractors**
Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- (c) **Certificates of Insurance and Other Requirements**
Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification

2.191 Indemnification

- (a) **General Indemnification**
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.
- (b) **Code Indemnification**
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.
- (c) **Employee Indemnification**
In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (d) **Patent/Copyright Infringement Indemnification**
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software,



commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section.



Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 (for low risk contracts – Select a higher amount for moderate to high risk contracts) which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.



Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

2.211 Termination for Cause

- (a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.
- (b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.
- (c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.
- (d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination.



If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.
- (c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

- (a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.



- (b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

- (a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.
- (b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.
- (c) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.
- (d) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Article 1, Attachment C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

**2.219 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor**2.221 Termination by Contractor**

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work**2.231 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106**.

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved



2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

- (a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
- (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (iv) Following the completion of this process within sixty (60) calendar days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.
- (b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex,



height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.270 Litigation

2.271 Disclosure of Litigation

- (a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.
- (b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
- (i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or
 - (ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:
 - (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and
 - (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.



- (c) Contractor shall make the following notifications in writing:
- (1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Acquisition Services.
 - (2) Contractor shall also notify the Office of Acquisition Services within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify Acquisition Services within thirty (30) days whenever changes to company affiliations occur.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.



- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

2.290 *General*

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

- (a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.
- (b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

- (a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

**2.295 Relationship of the Parties (Independent Contractor Relationship)**

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.296 Notices

- (a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State of Michigan
Office of Acquisition Services
Attention: Kevin Dunn
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

with a copy to:

State of Michigan
Department of Education
Attention: Kyle Guerrant
PO Box 30008
John Hannah Building
Lansing, Michigan 48909

Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

- (b) **Binding Commitments**
Representatives of Contractor identified in **Article 1, Attachment B** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

- (a) **Media Releases**
Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.
- (b) **Contract Distribution**
Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.298 Reformation and Severability

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

**2.300 No Waiver of Default**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

2.306 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

**2.307 Call Center Disclosure**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved2.320 Extended Purchasing**2.321 MiDEAL**

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: <http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html>. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.322 State Employee Purchases - RESERVED2.330 Federal Grant Requirements**2.331 Federal Grant Requirements**

The following links contain certifications and terms which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over \$100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended contractors.

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html

http://www.archives.gov/federal_register/codification/executive_order/12549.html

http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf

<http://www.epls.gov/epl/servlet/EPLSearchMain/1>



Appendix A

Excerpts from Calhoun Intermediate
School District proposal dated 11/18/05



Proposal for
Safe School Consulting Services
Supporting
Michigan Department of Education
Office of Safe Schools and
Title IV Safe and Drug Free School Data Management Grant

Submitted to
Department of Management and Budget Acquisition Services
Lansing Michigan 48933

By Calhoun Intermediate School District
17111 G Drive North
Marshall, MI. 49068

**1B.201 PRIOR EXPERIENCE**

Calhoun ISD's consultants have prior experience providing health and safety services in for the following projects:

Prior experience with the services related to the Title IV Safe and Drug Free School (SDFS) Data Management Grant

Calhoun ISD Consultants have served the Title IV SDFS Data Management Grant as Project Director and Coordinator. Continued funding for year two of the grant indicates successful performance to meet the identified outcomes of this initiative. Both consultants have a successful history with this grant. The Project Director provided grant writing assistance to obtain the grant, assured that timely and successful annual report was provided the USDOE grant monitor, and has met all attendance and communication requests to assure a positive performance objectives. The Project Coordinator, as aligned with the Project Director, has written the annual report, has attended all workgroup meetings, and has met interagency expectations for the creation of the data management system being funded by this grant.

Both consultants have a minimum of five years of experience working with local and regional Title IV SDFS consortia efforts in Michigan. The proposed Project Director has successfully met the outcomes identified by the Title IV SDFS Community Service Grant. As a SEA level partner, the proposed director has a history of success working with ODCP and MDE to guide the work of the LEA/ISD SDFS coordinators. While at Calhoun ISD, the proposed Project Coordinator has provided technical assistance to LEA SDFS prevention planning, skill building in evaluation, and the identification of best practices in drug and violence prevention.

Prior experience with the services of the Office of Safe Schools, a program within Coordinated School Health and Safety Program Unit

As stated in the bid proposal:

"Office of Safe Schools For more than twenty years, Office of Safe Schools consultants have delivered services to:

- Units of the Michigan Department of Education
- Created and maintained collaborative partnerships with various state agencies, school and community based organizations
- ISDs
- LEAs

Consultants provide a broad range of services including informing educational and community stakeholders about crisis response, emergency management, drug and violence prevention/best practices, as well as, programs, initiatives, community coalition building, and resources related to the federal Title IV Safe and Drug Free Schools program. Furthermore, consultants have provided training and technical assistance in these content areas."



Calhoun ISD Educators on Loan have provided the skills to meet the identified services mentioned above. While the staffing section will detail both consultants' specific experience, both consultants have provided work to meet the each category of work listed above. While consultant experience varies, Mr. Higgins, identified as the proposed Project Director in this bid, has been working in the Office of Safe Schools since fall, 2003 and Ms. Gallagher, identified as the proposed Project Coordinator, has been working in the same office since spring, 2005. As documented in the reference line of the staffing sections, MDE leadership in the Coordinated School Health and Safety Unit and the Grants Support and Coordination Department recommend their work.

Interdepartmental Partnership between MDE and the Office of Drug Control Policy-Safe and Drug Free School Program

As previously mentioned, the SEA level work required to assure SDFS services in Michigan results from a partnership between MDE and ODCP. Both consultants enjoy positive working relationships between ODCP staff and their Office of Safe Schools. The current supervisor, Mr. Kyle Guerrant, moved from ODCP to Coordinated School Health and Safety Programs Unit and is listed as a reference for both Calhoun ISD consultants.

Both consultants have provided the following services to meet the requests of the ODCP:

- assistance as grant reviewers,
- reciprocal data collection,
- agreement and support related to legal and safety definitions in the School Infrastructure Database,
- shared training opportunities,
- collaboration to assist MSU's Safe Schools Initiative, and
- distribution of evaluation tools for SDFS coordinators.

Interdepartmental Partnership between MDE and the Center for Educational Performance Information

School Infrastructure Database-both consultants are listed as contacts for school safety-related fields contained in the SID. Both staff have revised, reviewed, and created school health and safety information listed in the SID.

Single Record Student Database: Both staff has met committee work expectations to assess the connections between student level data and school safety issues. Both consultants have provided leadership to assist LEA use of the SRSD for prevention planning.

High School Drop Out/Graduation Project: Both consultants have met committee work expectations regarding CEPI/MDE efforts to manage data related to high school graduation and drop out rates.



Interdepartmental Partnership between MDE and Michigan Department of Community Health/Adolescent Health Unit's Partnership to support the Michigan Model Health Curriculum

Both consultants have more than five years experience providing Michigan Model specific professional development and technical assistance. Both attend each quarterly meeting of the Michigan Coordinated School Health Coordinator's Association. Each has provided leadership to this association, an association which provides the service delivery linkages between LEA-level faculty and staff and the Michigan Model, Michigan's school health curricula.

Interdepartmental Partnership between MDE and Michigan State University's Safe School's Initiative (SSI)

Both consultants have represented MDE at the Safe School Initiative's quarterly meetings. Both staff have assured SEA-level advocacy for this initiative, have assisted in the annual public awareness campaign-Safe Schools Week, and both have provided technical assistance to SSI strategies to serve Michigan schools.

As Calhoun ISD employees, both consultants have field experience with the stated mission and objectives of the SSI. The proposed Project Director, since 1987, has served schools with violence prevention strategies, emergency management, suspension and expulsion practices, and school-based support for youth development. The proposed Project Coordinator, since 1999, provided Calhoun ISD schools with professional development in violence prevention curricula, as well as community level resources to address students as both victims and offenders.

**References:**

Ms. Mary Ann Chartrand
Director Grants Support and Coordination
Michigan Department of Education
Lansing, MI 48933
517-373-8862

Ms. Elizabeth Coke-Haller
School Health Leader
Center for Disease Control and Prevention
2087 Longmont Drive
Lawrenceville, GA 30044
770-488-6203

Kyle Guerrant, Supervisor
Coordinated School Health & Safety Programs
Michigan Department of Education
608 West Allegan Street
Lansing, MI 48933
517-335-0565

1B 202 STAFFING

Calhoun ISD consultants, Robert Higgins and Leisa Gallagher, have provided school health and safety services to the Michigan Department of Education since 2003 and 2005, respectively. They have LEA, ISD, and SEA-level experience in school health and safety law, policies, programs and initiatives. Both consultants have been taught in Michigan's secondary school system, have related masters' degrees, and have received training and certifications in the type of professional development required to be effective in the area of school health and safety.

Their prior experience, current skill base, resumes, and professional development logs reflect their capacity to deliver the services identified in the RFP.

The attached resumes, logs, and references are listed in Article 1 Attachment D-Deliverables

No subcontractors are involved in this bid proposal.



1B.203 PAST PERFORMANCE

Calhoun ISD has managed the following contracts with the State in the last ten (10) years:

Contract Number	Start and End Date
071B4200063	11/1/2003 to 12/31/05

As an educational institution, Calhoun ISD has this contract and other grant agreements with the Michigan Department of Education. Financial and performance information related to grant agreements is available upon request.

1B.204 CONTRACT PERFORMANCE

Calhoun ISD contract and grant performance with the state has met both stated objectives and occurred without any terminations.

1B.301 DISCLOSURE OF LITIGATION

The Calhoun Intermediate School District (CISD) or any of its officers or directors is not involved in any material criminal litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, the CISD is not a party in any civil litigation, arbitration or proceeding.

1B.302 DISCLOSURE OF RFP ASSISTANCE

The Calhoun Intermediate School District has not had any assistance with the drafting of this RFP, either in whole, or in part by the State, or any of its subcontractors, or its officers or directors.

1B.303 MIDEAL - EXTENDED PURCHASING (SEE ARTICLE 2, SECTION 2.320) - RESERVED



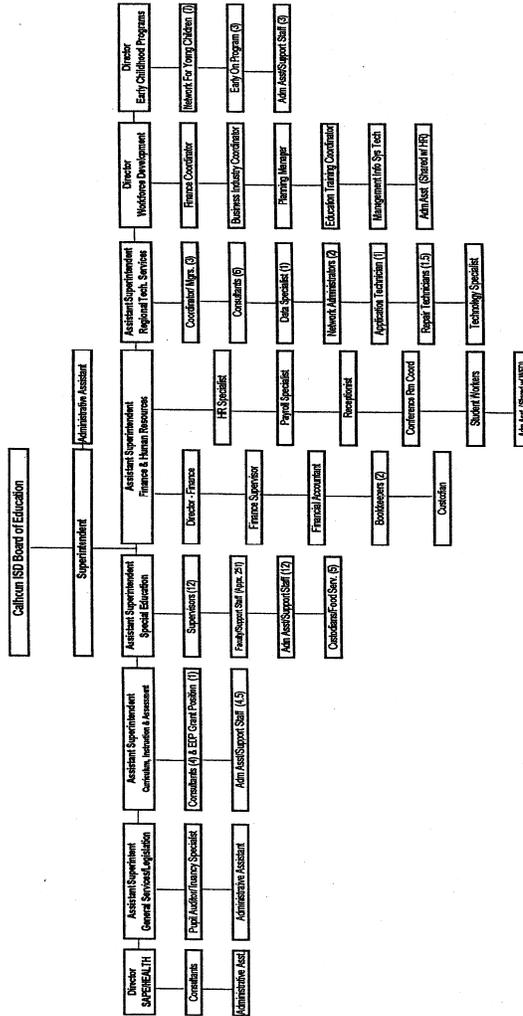
Article 1, Attachment A

Price Proposal Cost Model/category	Estimated	Hourly Rate	Hourly Rate Total
Project Director	4,805 hours	52.00	249,860
Project Coordinator	4,805 hours	56.00	269,080
Total amount for three years of service			518,940

Our price for providing the services of our Project Director and Project Coordinator is listed below. This hourly rate is an all inclusive rate and includes all salaries and benefits.



Article 1, Attachment B
Organizational Chart, including Key Personnel
 The Project Director and Project Coordinator are positioned in the Health/SAFE unit at Calhoun ISD.





Article 1, Attachment C
Labor Rates

Our price for providing the services of our Project Director and Project Coordinator is listed below. This hourly rate is an all inclusive rate and includes all salaries and benefits.

Category	Estimated	Hourly Rate	Hourly Rate Total
Project Director	4,805 hours	52.00	249,860
Project Coordinator	4,805 hours	56.00	269,080
Total amount for three years of service			518,940

Note: As the entire scope of the project includes only two staff, the labor rate information is identical to the price table listed in Attachment A.



Article 1, Attachment D
 Deliverables

Project Director Proposal for two areas of service-Title IV SDFS Data Management and the Office of Safe Schools:

Prior Experience with Title IV Safe and Drug Free School Data Management Grant Activities

	Mr. Robert Higgins Calhoun Intermediate School District 17000 G Drive North Marshall, MI 49068 269-789-2400
Title IV SDFS Data Management Project Director Activity	Prior Experience Related to Title IV SDFS Data Management Activity
Program experience with Title IV established workgroups	Established Grant Leadership Team, Inner Sanctum, and workgroups with CEPI and DIT. Have served as program manager of state grants for SDFS (MDE/ODCP), student assistance programs, transformative justice project, and Sexual Minority Youth Project (co-program manager).
Title IV Grant Writing and Reporting Skills	Established Grant Leadership Team, Inner Sanctum, and workgroups with CEPI and DIT. Worked on Interagency Agreement with CEPI for services to Data Management Grant. Worked on CSRs for training consultant and evaluation consultant.
Final authority assigned with assuring data management grant outcomes are achieved.	For Title IV Data Management grant, consultant <ul style="list-style-type: none"> • Monitored conference calls, • Submitted annual report, and • Responded to all requests for information, resources, etc. from grant monitor, grant evaluators, and other grant recipients.
Lead staff to communicate with USDOE grant monitor-Maria Worthen	Communicate with grant monitor for Data Management Grant. Previous experience managing communication with funders through local, regional and state grants.



<p>Member of team effort to complete Title IV survey.</p>	<p>As a member of MDE Data Management team completed survey instrument Michigan Profile for Healthy Youth (MI PHY) for DIT development.</p> <p>Created survey instruments for use in suicide prevention, ATOD prevention, and healthy behaviors.</p>
<p>Skill integrating existing drug and safety efforts into Title IV Data Management Grant 'train the trainer' goal.</p>	<p>Experience as a trainer in a training of trainers' model for Comprehensive Health Education.</p> <p>Experience creating a training of trainers' model for:</p> <ul style="list-style-type: none"> • Grant writing for a federal grant project • Critical Incident Stress Management for first responders • Asset Building for Healthy Youth Development • Organizational Change Theory
<p>Experience with a variety of training options</p>	<p>As a member of the SAPE Association, I had significant experience in training design, materials selection/creation, and follow-up activities on topics such as:</p> <ul style="list-style-type: none"> • Organizational Change • Grant Writing • Healthy Youth Development <p>As an ISD consultant, significant experience in training design, materials selection/creation, and follow-up activities on topics such as:</p> <ul style="list-style-type: none"> • Sexuality Education • Crisis Response Planning • Debriefing Skills Training • Crisis Team Management <p>As an co-project manager of the Sexual Minority Youth project, I had significant experience in training design, materials selection/creation, and follow-up activities for the two trainings (Introductory and Advanced) concerned with creating safe schools environments for sexual minority (i.e. gay, lesbian, transgender, bisexual, and questioning) youth.</p>
	<p>References: Mr. Kyle Guerrant Supervisor for Coordinated School Health and Safety Program Unit 517-335-0565</p>



	Ms. Elizabeth Coke-Haller Former Supervisor for Coordinated School Health and Safety Program Unit Currently School Health Leader at Centers for Disease Control 770-488-6203
	Mr. Chris Wigent Superintendent Calhoun Intermediate School District 269-789-2461

In-Scope Deliverables for Title IV Safe and Drug Free School Data Management Grant

Title IV Safe and Drug Free School Data Management Deliverables	Proposed Activities for proposed Project Director
Delegate, monitor, and coordinate department services to assure Title IV SDFS Data Management Grant activities to achieve grant requirements through project direction.	Will delegate, monitor, and coordinate department services to assure Title IV SDFS Data Management Grant activities. Will chair meetings of the Grant Leadership Team.
Coordinate grant activities (develop work groups, set meetings, reduce institutional barriers, gather information, develop feedback loops, and identify cross department human and financial resources) among cross-functional team members, as represented by CEPI, ODCP, DIT, MASA and independent evaluation consultant.	Will coordinate grant activities among cross-functional team members, as represented by CEPI, ODCP, DIT, MASA and independent evaluation consultant.
Report achievement outcomes as required by SDFS annual reports, as written by Project Coordinator.	Will assist Project Coordinator to identify achievement outcomes for reporting purposes.
Communicate grant activity with USDOE grant monitor assigned to monitor Title IV SDFS Data Management Grant activity, as identified by Project Director.	Will identify necessary grant activities to meet reporting requirements.
Create a web-based survey for LEA SDFS data based decision making as conducted by both Project Director and coordinator.	With state and grant partners, (i.e. CEPI, CSH&S, ODCP, O'Neill Consulting) will create a web-based survey.
Coordinate and facilitate-the logistics of implementing a 'train the trainer' plan for ISDs/ LEAs in statewide data management as conducted by both consultants.	Will work with training coordinator and regional trainers to coordinate and facilitate-the logistics of implementing a 'train the trainer' plan.



<p>Develop training goals, educational materials, and follow up activities for LEA/ISD survey use, collection, and decision making related to Title IV Data Management Grant as conducted by both consultants.</p>	<p>Will work with training coordinator and regional trainers to train schools in data-based decision-making.</p> <p>Will oversee the design of training components for ISD's and LEA's.</p>
<p>Develop a plan to engage Michigan school based prevention staff in survey distribution, participation and collection. Project Director will access personal network of state level leaders to encourage participation. Project Coordinator will similarly access network of ISD/LEA leaders to encourage participation of Title IV data management use.</p>	<p>Will develop a plan to engage Michigan school based prevention staff in survey distribution, participation and collection.</p> <p>Will access personal network of state level leaders to encourage participation.</p>
<p>Monitor web based activity of pilot schools to ensure data collection meets Title IV grant objectives. State and local level monitoring conducted by both consultants.</p>	<p>Will provide leadership to all workgroups to assure successful pilot implementation and evaluation.</p>
<p>Train schools in continuous improvement strategies in prevention related data based decision-making.</p>	<p>Will oversee the design of training components for ISD's and LEA's.</p> <p>Will work with training coordinator and regional trainers to train schools in data-based decision-making.</p>



Prior Experience with Office of Safe Schools Activities

Office of Safe Schools Consultant Activity	Prior Experience Related to Office of Safe School Consultant Activity:
Prepare annual Gun Free Schools Report.	Have prepared the Gun Free Schools Report, with data reports from CEPI, for the 2003-2004, 2004-2005 school years.
Certify to the USDOE of Michigan school status as a NCLB identified “persistently dangerous school”. Identify an improvement plan to assure future removal from the list.	<p>Have prepared the USDOE documentation for the superintendent’s signature for the 2003-2004, 2004-2005 school years.</p> <p>Have provided information for inclusion in the Consolidated Report for the last two years.</p>
Initiate state level policy creation, changes, training opportunities, evaluation technical assistance and practice through SDFS Advisory Council.	<p>Have served on the SDFS Advisory Council since October, 2003.</p> <p>Have collaborated with ODCP staff to provide training.</p>
Develop safe schools related data definitions to meet reporting requirements within two CEPI databases SID and SRSD.	<p>Have served on the Data Definition Review team since November, 2003.</p> <p>Have served on the SID and SRSD teams since November, 2003.</p> <p>Have served on the Graduation/Dropout Revision Project in 2005.</p>
Train SDFS coordinators in research based programming, practices, and policies.	<p>Served as training facilitator with Dr. Paul Fredilino to provide evaluation training to SDFS Coordinators.</p> <p>Served as trainer, and guidebook co-author for ODCP/MDE training on grant guidelines for SDFS&C Act grantees</p>
Coach ISD and LEA stakeholders as they implement research-based school health strategies to promote health and reduce youth risk behaviors.	<p>During my 16 years as an ISD consultant and program manager, coaching ISD and LEA stakeholders implementing research-based health strategies to promote health and reduce risk behaviors. Served as a health education consultant and trainer, a student assistance program consultant and trainer, an ATOD/Violence prevention consultant and trainer, a Safe and Drug Free Schools consultant and trainer, and a crisis response/certified debriefing consultant and trainer.</p>



	Has also been a certified prevention consultant through MCBAP since 1997.
Serve as a representative for MDE on the SEOC.	Have served on the MDE Critical Management Team since Fall, 2004.
Provide technical assistance to LEAs on the Homeland Security in Schools initiative.	Have provided technical assistance to LEAs on the Homeland Security in Schools initiative since Spring, 2004.
Initiate and build capacity for statewide use of transformative conferencing in schools. Transformative Justice Australia (TJA).	Began training transformative conferencing in Spring, 1998. Provided state training in transformative conferencing in Fall, 2005. Had transformative conferencing added to the Model Code of Student Conduct, the report to the legislative committee of the State Board of Education, and to the list of possible corrective actions for the persistently dangerous schools.
Provide technical assistance to ISDs and LEAs on use of transformative conferencing in schools.	Have done presentations, provided technical assistance, and support services to ISDs and LEAs on the use of transformative conferencing in schools since Fall, 1998.
Partner with state level team (ODCP staff, grant recipients, and SDFS evaluator) to achieve statewide safe school outcomes for success.	Have been a member of the SDFS Advisory Committee, the Safe Schools Initiative since November, 2003. Have worked with the CSHCA since September, 1987.
Prepare SDFS annual report.	Have contributed to the Consolidated Report since Fall, 2003.
Promote Community Service Grant practices which demonstrated positive outcomes: use of school climate survey, strategies for drop out reentry, and other school wide efforts developed through this grant.	Served as project director of the Community Service grants during entire grant period – Summer, 2003 – present. Have done presentation of CSG practices to numerous groups and associations.
Communicate with, submit reports to, and report outcome achievement, as Project Director, to US DOE grant monitor for Title IV SDFS Community Service Grant.	Helped write the original grant application with help from CSH&S and GC&SS staff. Was project director for grant since inception. Have taken part in mandatory project directors' meeting in Washington, D. C., semi-annual grant monitoring conference calls, and submitted the annual report for



	<p>the first year of the grant.</p> <p>Regularly communicate with grant monitor through phone calls, emails, and mail.</p>
<p>With state level leadership provide policy direction on crisis response and emergency management practices in education.</p>	<p>Since 1992 have provided Crisis Response, Debriefing Skills Training, and Crisis Team Management Training.</p> <p>Helped create crisis response guide for use by LEAs and ISDs in 2000.</p> <p>Provided training to assist schools in implement safe schools legislation in 1999.</p>
<p>Provide leadership as Co-Chair on the MDCH Intergovernmental Work Group for SPF/SIG prevention grant in Michigan schools and communities.</p>	<p>Have been a member of the Intergovernmental Workgroup since its inception. Became chair in September, 2005.</p>
<p>Provide leadership from MDE to multiple stakeholder members serving the MSU Safe Schools Initiative.</p>	<p>Have represented MDE on the Safe Schools Initiative since November, 2003.</p> <p>Have collaborated with partners on annual safe schools training, Homeland Security Grant training and dissemination, School Resource Officer training, and Safe Schools Week Activities (2003, 2004, & 2005).</p>
<p>Provide technical assistance/training/ and leadership to members of the Michigan's School Health Coordinator's Association.</p>	<p>Have periodically provided technical assistance/training/and leadership to members of the Michigan's School Health Coordinator's Association since Fall, 1987.</p>
<p>Train and support training for ISDs and LEAs in Michigan Model Health Curriculum in the areas of CDC identified risk behaviors..</p>	<p>Have provided Michigan Model Health Curriculum Training since 1987.</p> <p>Have also served as a trainer at Michigan Model training-of-trainers annual trainings.</p>
<p>Train and support training for ISDs and LEAs in school law, policy, and curricula.</p>	<p>Have provided training in Michigan Model Health curriculum, violence and ATOD prevention, transformative conferencing, school climate, healthy youth development, & school law since 1987.</p>
<p>Extensive repertoire of best practices in school based violence prevention.</p>	<p>Have provided training in the Sexual Minority Youth Project and served as co-project manager since Spring, 2001.</p> <p>Have provided training in Michigan Model Health curriculum, violence and ATOD</p>



	prevention, transformative conferencing, school climate, healthy youth development, organizational change & school law since 1987.
Reference:	Mr. Kyle Guerrant Supervisor for Coordinated School Health and Safety Program Unit 517-335-0565
Reference	Ms. Elizabeth Coke-Haller Former Supervisor for Coordinated School Health and Safety Program Unit Currently School Health Leader at Centers for Disease Control 770-488-6203
Reference	Mr. Chris Wigent Superintendent Calhoun Intermediate School District 269-789-2461



In Scope Deliverables for Office of Safe Schools

Office of Safe Schools Consultant Activities	Activities delivered by Proposed Project Director
Prepare annual Gun Free Schools Report.	<p>Will work with CEPI to generate the data reports for filing the Gun Free Schools Report.</p> <p>Will create the Gun Free Schools Report for the superintendent's signature.</p>
Certify to the USDOE of Michigan school status as a NCLB identified "persistently dangerous school". In the event that schools meet these criteria, Safe Schools services will provide technical assistance (with state and local level resources) to identify an improvement plan to assure future removal from the list.	<p>Will work with CEPI to generate reports necessary to monitor the SBE's definition of "Persistently Dangerous Schools".</p> <p>Will generate the annual report to the USDOE for the superintendent's signature.</p> <p>Will provide technical assistance to identify an improvement plan to assure future removal from the list.</p>
Initiate state level policy creation, changes, training opportunities, evaluation technical assistance and practice through SDFS Advisory Council.	<p>Will serve as a member of the ODCP's SDFS Advisory Committee.</p> <p>Will attend SDFS Coordinator's meeting & trainings.</p>
Develop safe schools related data definitions to meet reporting requirements within two CEPI databases SID and SRSD.	<p>Will serve on CEPI's Data Definition Review Team.</p> <p>Will conduct annual review of SRSD & SID fields, definitions, and examples.</p>
Train SDFS coordinators in research based programming, practices, and policies.	<p>In conjunction with ODCP staff, will provide regular updates at SDFS Coordinators' meetings.</p>
Coach ISD and LEA stakeholders as they implement research-based school health strategies to promote health and reduce youth risk behaviors.	<p>Will attend priority schools trainings, CSHCA coordinators' meetings, and provide requested technical assistance, presentations, and trainings.</p>
Serve as a representative for MDE on the SEOC.	<p>Will serve as a member of the MDE Critical Management Team.</p>
Provide technical assistance to LEAs on the Homeland Security in Schools initiative.	<p>Will provide technical assistance to LEA's on Year 2 implementation of the Homeland Security In Schools initiative at the request of the Michigan State Police.</p>
Initiate and build capacity for statewide use of transformative conferencing in schools. Transformative Justice Australia (TJA) is	<p>Will insure inclusion of transformative conferencing as a school disciplinary strategy in the Model Code of Conduct, in</p>



an international, research-based, violence prevention strategy.	Plans of Action for Persistently Dangerous Schools, and in recommendations for high school reform initiatives.
Provide technical assistance to ISDs and LEAs on use of transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.	Will provide technical assistance, materials, and presentations on the use and benefits of transformative conferencing in schools.
Partner with state level team (ODCP staff, grant recipients, and SDFS evaluator) to achieve statewide safe school outcomes for success.	Will continue partnerships with state level team to achieve statewide safe school outcomes for success. Will engage state level team in preparing assistance for schools labeled persistently dangerous.
Prepare SDFS annual report.	Will assist with data collection, assurances, etc. for the Consolidated Report.
Promote Community Service Grant practices which demonstrated positive outcomes: use of school climate survey, strategies for drop out reentry, and other school wide efforts developed through this grant.	Will share research outcomes of Community Service Grants at both the state and local level. Will share Effective Schools Surveys (i.e. school climate, effective instruction, and quality leadership instruments with state, regional, and local partners. Will provide technical assistance to state, regional, and local partners in implementing and evaluating Strategies.
Communicate with, submit reports to, and report outcome achievement, as Project Director, to US DOE grant monitor for Title IV SDFS Community Service Grant.	Will continue close working relationship with U.S. D.o.E. grant monitor, including semi-annual monitoring calls, and annual reports.
With state level leadership provide policy direction on crisis response and emergency management practices in education.	Will work with MDE leadership on Critical Management Team.
Provide leadership as Co-Chair on the MDCH Intergovernmental Work Group for SPF/SIG prevention grant in Michigan schools and communities.	Will serve as Co-Chair of the MDCH Intergovernmental Workgroup. Will serve as member of the SPF/SIG State Advisory Council.
Provide leadership from MDE to multiple stakeholder members serving the MSU Safe Schools Initiative.	Will assist with providing superintendent's letter and SBE Resolution in support of Safe Schools Week.



<p>Provide technical assistance/training/ and leadership to members of the Michigan’s School Health Coordinator’s Association.</p>	<p>Will provide technical assistance, requested trainings, and regular updates to CSHCA.</p> <p>Will attend CSHCA meetings.</p>
<p>Train and support training for ISDs and LEAs in Michigan Model Health Curriculum in the areas of CDC identified risk behaviors: nutrition, physical activity, alcohol and other drug, tobacco, violence, HIV/STD and other health areas such as gambling, sun safety, character education, and osteoporosis.</p>	<p>As directed by the CSH&S unit, support training in CDC identified risk behaviors, especially: violence prevention, drugs, tobacco.</p> <p>Continue to provide training, resources, and technical assistance for MDE’s sexual minority youth project.</p>
<p>Train and support training for ISDs and LEAs in health standards and benchmarks, health curriculum, health and learning, school law, and school health related policies.</p>	<p>Will continue to train and support training for ISDs and LEAs health and learning, school law, and school health related policies through work with the priority schools, sexual minority youth project, CSHCA and SDFS coordinators, and community service grantees.</p>
<p>Train and support training for ISDs and LEAs in conflict resolution, violence prevention, peer mediation, bullying, emotional intelligence, school climate, balanced and restorative justice, and related school laws, policies, programs, and initiatives.</p>	<p>Will support training for ISDs and LEAs in conflict resolution, violence prevention, peer mediation, bullying, emotional intelligence, school climate, balanced and restorative justice, and related school laws, policies, programs, and initiatives through existing partnerships with ODCP, MDCH, SDFS & CSHCA coordinators, Keeping Kids in School Initiative, High School Redesign Initiative, and the Office of School Improvement.</p>



Resume and Professional Development Log for Proposed Project Director and Safe Schools Consultant-Mr. Robert Higgins.

**Robert A. Higgins
6537 Robinswood Drive
Portage, MI 49024-3136
(269) 327-4802**

Education:

B.A. Secondary Education, Western Michigan University, 1977.
Majors: Philosophy, English
Minor: Psychology

M.A. Educational Leadership, Western Michigan University, 1985.

Ed.S. Educational Foundations, Policies and Administration, The University of Michigan, (course work completed, no degree).

Certifications: Thirty-hour Continuing Secondary Teaching Certificate
Teaching Endorsements: Grades 7 & 8 – All Subjects
Grades 9 – 12 – English, Psychology, Sex

Education

Certified Prevention Consultant, Michigan Certification Board for Addiction Professionals

Work Experience:

2003 – Present and Safety Programs	Safe Schools Consultant	Coordinated School Health Michigan Department of Education
1990 – 2003	Program Manager	Region 12 SAPE/Health Calhoun Intermediate School District
1987 – Present District	Educational Consultant	Calhoun Intermediate School
1986 – 1987	Teacher/Advisor	Portage Community High School/ Portage Community Education
1985 – 1986	Assistant Principal/ Athletic Director	Decatur Junior/Senior High School
1983 – 1985	Director/	



	Student Assistance Program	Hackett High School
1982 – 1985	Assistant Athletic Director	Hackett High School
1978 – 1985	Teacher	Hackett High School
1977 – 1978	Substitute Teacher	Portage Public Schools/KVISD
1977	Supervisor	Michigan Young World
1974 – 1976	Paraprofessional	Portage Public Schools

Professional Organizations:

National Staff Development Council (NSDC)
 Association of Supervision and Curriculum Development (ASCD)
 Association for Conflict Resolution (ACR)

Community Involvement:

Member, Portage Reproductive Health Advisory Committee
 Chair, Public Hearings; Committee: Team Leaders, Sex Education Supervisor

Member, Balanced and Restorative Justice Network of Kalamazoo

Volunteer Activities:

Member, University of Michigan Alumni Association
 Committees: Alumni Legislative Advocacy Network (ALAN Project), Wolverine
 Caucus, Career Coaching

Member, Dekers Blue Line Club, University of Michigan Hockey Team

Professional Activities:

Project Manager, Sexual Minority Youth Project, Michigan Department of
 Education/Calhoun Intermediate School District

Member, Safe Schools Initiative, Collaboration of Michigan State Departments/Offices

Member, Office of Drug Control Policy, Safe & Drug Free Schools Advisory Committee

Member, Safer Tomorrows Project, Michigan State University

Chair, Strategic Prevention Framework/State Incentive Grant Intergovernmental
 Workgroup



Member, Strategic Prevention Framework/State Incentive Grant State Advisory Committee

Co-chair, Sexual Minority Youth Workgroup

Grant Manager, Community Service Grants

Project Director, Title VI Grants to States for Data Management

Honors and Awards:

Excellence in Education, Professional Development Grant, W. K. Kellogg Foundation, 1993, 1999.

North American Congress Scholarship, Performance Resource Press, 1993.

Communities That Care Scholarship, Center for Substance Abuse Prevention, 1993.

Conflict Resolution Scholarship, Center for Substance Abuse Prevention, 1994.

Storytelling As Empowerment Scholarship, Center for Substance Abuse Prevention, 1994.

Outstanding Leadership Recipient, Kalamazoo Gay/Lesbian Resource Center, 1994.

Volunteer Appreciation Certificate, Kalamazoo Gay/Lesbian Resource Center, 1994, 1995, and 1996.

Shining Star Volunteer, Voluntary Action Center of Greater Kalamazoo, 1997.

Vital Partner Award, Oakwood Taylor Teen Health Center, 2005

Previous Experience:

President, Secretary, and Founding Member, Michigan Association of Student Assistance Specialists
Committee: Executive

Vice Chair, Secretary, Board of Directors, Gryphon Place of Kalamazoo
Committee: Personnel

Co-Chair, Advisory Board, Dispute Resolution Services of Barry, Calhoun, and Kalamazoo Counties

Coordinator, Community Traumatic Incident Response Team (CTIRT), Gryphon Place of Kalamazoo



Coordinator, Critical Incident Stress Management Team (CISM) of Southwest Michigan

Member, Communities That Care Coalition
Committee: Advisory Board

Member, Kalamazoo Youth Development Network (KYDNet) of Greater Kalamazoo
United Way

Member, Kalamazoo Youth Violence Prevention Task Force
Committees: Executive

Member, Healthy Youth/Healthy Communities, Branch County Multi-Purpose
Collaborative Body

Member, Portage Education Foundation Asset Building Steering Committee

Member, Kalamazoo Building Restorative Communities
Committee: Steering

Facilitator, Galesburg-Augusta Community Forum

Facilitator, Gull Lake Community Forum

Facilitator, Kalamazoo Area Student Assistance Consortium

Member, Kalamazoo County Coalition on Criminal Justice

Member, Balanced and Restorative Justice Network of Kalamazoo County

Certified Conference Facilitator, Transformative Justice Australia (1998 & 2001), Real
Justice (1999), ProActive ReSolutions (2002)

References:

Chris Wigent, Superintendent
Calhoun Intermediate School District
17111 G Drive North
Marshall, MI 49068
269-789-2461

Elizabeth Haller, School Health Team Leader
Center for Disease Control and Prevention
2087 Longmont Drive
Lawrenceville, GA 30044
770-488-6203



Kyle Guerrant, Supervisor
Coordinated School Health & Safety Programs
Michigan Department of Education
608 West Allegan Street
Lansing, MI 48933
517-335-0565

Vita available on request.



**Robert Higgins Professional Development Log**

Michigan Model Training of Trainers – K – 6
September 28 – October 2, 1987
Kent Intermediate School District
Grand Rapids, MI

Annual Conference
October 14 – 15, 1987
Michigan School Health Association
Lansing, MI

Teen Health Teaching Modules Training
November 3 – 5, 1987
Traverse Bay Area Intermediate School District
Traverse City, MI

Drugs, Decisions, & Dilemmas Curriculum. Training
December 1 – 2, 1987
Calhoun Intermediate School District
Marshall, MI

AIDS Education Curriculum Training
February 8 – 9, 1988
Michigan Depts. Of Education & Public Health
Gaylord, MI

Michigan Model Training of Trainers – Grade 7
June 8 – 10, 1988
Michigan Department of Education
Traverse City, MI

Midwest Student Assistance Conference
November 13 – 15, 1988
Performance Resource Press
Toledo, OH

Michigan Model Training of Trainers – Grade 8
April 17 – 19, 1989
Michigan Department of Education
Cadillac, MI

Understanding Sexuality – Training of Trainers
August 29 – 30, 1989
Michigan Depts. Of Education & Public Health
Crystal Mountain, MI



Tri-County Common In-Service
October 16, 1989
Calhoun Intermediate School District
Albion, MI

Annual Conference
November 17, 1989
Michigan School Health Association
Grand Rapids, MI

P.A. 226 Reproductive Health Institute
October 6, 13, 20, 1987
Kent Intermediate School District
Grand Rapids, MI

Tri-County Common In-Service
October 19, 1987
Calhoun Intermediate School District
Battle Creek, MI

Student Action Group Workshop
November 13, 1987
Region 9 Substance Abuse Coordinating Agency
Kalamazoo, MI

Instructional Theory Into Practice – Part I
School Year 1987 – 1988
Calhoun Intermediate School District
Marshall, MI

Annual Conference and Retreat
May 24 – 25, 1988
SAPE Association
Cadillac, MI

Tri-County Common In-Service
October 17, 1988
Calhoun Intermediate School District
Battle Creek, MI

Cooperative Learning
School Year 1988 – 1989
Calhoun Intermediate School District
Marshall, MI



Annual Conference and Retreat
May 23 – 24, 1989
SAPE Association
Traverse City, MI

Prevention 1990 – Moving Toward 2000 Conf.
September 13 – 15, 1989
MASAC/CAPP
Ann Arbor, MI

Administrator's Academy
School Year 1989 – 1990
Calhoun Intermediate School District
Marshall, MI

Michigan AOD Survey Project Workshop
March 12, 1990
Mich, Dept. of Ed./Off. Of Sub. Abuse Services
Lansing, MI





National Student Assistance Conference
April 8 – 12, 1990
NALSAP/Performance Resource Press
Washington, D. C.

Annual Conference & Retreat
May 14 – 16, 1990
SAPE Association
Traverse City, MI

Governor's Drug Free Schools & Comms. Conf.
October 3 – 4, 1990
Office of the Governor
Lansing, MI

National Student Assistance Conference
April 24 – 28, 1991
NALSAP/Performance Resource Press
New Orleans, LA

Facing Alcohol Concern thru Education
September 9, 1991
Kalamazoo Human Services
Kalamazoo, MI

Midwest Student Assistance Conference
November 16 – 19, 1991
NALSAP/Performance Resource Press
Dearborn, MI

Understand/Meet Needs of Les/Bi/Gay Students
February 6, 1992
Western Michigan University
Kalamazoo, MI

National Student Assistance Conference
April 9 – 12, 1991
NALSAP/Performance Resource Press
Kansas City, MO

Adolescent Sexuality & Teen Pregnancy Conf.
April 23, 1992
Bronson Hospital
Kalamazoo, MI



C-STARS Mastery Educator Institute
August 10 – 14, 1992
University of Washington
Seattle, WA

Transformational Leadership
January 20 – 22 & Marsh 29 – 30, 1993
Calhoun Intermediate School District
Marshall, MI

Michigan Model Grades 7/8 Follow-Up Training
May 8, 1990
Michigan Department of Education
Traverse City, MI

Student Assistance Program Consultant's Train.
September 24 – 26, 1990
Region 9 Substance Abuse Coordinating Agency
Kalamazoo, MI

Great Lakes Student Assistance Conference
November 4 – 7, 1990
NALSAP/Performance Resource Press
Chicago, IL

Michigan AOD Package Program Training
May 21, 1991
Michigan Dept. of Ed./Off. Of Sub. Abuse Serv.
Bay City, MI

Tri-County Common In-Service
October 21, 1991
Calhoun Intermediate School District
Battle Creek, MI

Transformational Leadership
November 25 – 27, & December 16 – 17, 1991
Calhoun Intermediate School District
Marshall, MI

Critical Incident Stress Debriefing Training
March 13 – 14, 1992
American Critical Incident Stress Foundation
Benton Harbor, MI



Comm. Traumatic Incident Resp. Team Training
April 14, 1992
Gryphon Place of Kalamazoo
Kalamazoo, MI

North American Congress/Employee Assistance
August 5 – 8, 1992
EAPA/Performance Resource Press
Toronto, Ontario, CA

Tri-County Common In-Service
October 19, 1992
Calhoun Intermediate School District
Battle Creek, MI

Western Student Assistance Conference
May 16 – 18, 1993
NALSAP/Performance Resource Press
Irvine, CA

North American Congress/Employee Assistance
July 31 - August 3, 1993
EAPA/Performance Resource Press
Boston, MA

Toward Alignment Dissemination Conference
September 16 – 18, 1993
Marquette-Alger Intermediate School District
Lansing, MI

Midwest Student Assistance Conference
November 21 – 23, 1993
MASAS/Performance Resource Press
Dearborn, MI

National Student Assistance Conference
March 26 – 30, 1994
NALSAP/Performance Resource Press
New Orleans, LA

Storytelling As Prevention
August 1 – 2, 1994
Center for Substance Abuse Prevention
Boston, MA



Solutions to Problems of Youth Violence
January 31, 1995
Dr. Deborah Prothrow-Stith
Forum for Kalamazoo County

Back to School In-Service
August 22, 1995
Calhoun Intermediate School District
Starr Commonwealth

Sex, Drugs & AIDS
November 14, 1995
Dr. Richard Keeling
Forum for Kalamazoo County

Working Toward Peace
March 1, 1996
Dr. Deborah Prothrow-Stith/Lions/Quest
Detroit, MI

National Student Assistance Conference
March 24 – 26, 1996
NALSAP/Performance Resource Press
Nashville, TN

Putting the Pieces Together
May 23, 1996
Resiliency Conference – Bonnie Benard
Grand Rapids, MI

Communities That Care Training
August 23 – 25, 1993
Center for Substance Abuse Prevention
Wichita, KS

Sexuality Education Conference
September 22 – 23, 1993
Michigan Department of Education
Lansing, MI

Evaluation Conference
January 26, 1994
Office of Drug Control Policy
Lansing, MI

Conflict Resolution



May 23 – 25, 1994
Center for Substance Abuse Prevention
San Diego, CA

Together, For a Change – GLSTN Conference
January 28, 1995
Gay, Lesbian, Straight Teachers Network
Santa Monica, CA

National Student Assistance Conference
March 18 – 22, 1995
NALSAP/Performance Resource Press
Orlando, FL

Staff In-Service
October 16, 1995
Calhoun Intermediate School District
Starr Commonwealth

Invitational Education
February 9, 1996
Eaton Intermediate School District
Kellogg Center, MSU

Addressing the Needs of GLBT Youth
March 18, 1996
Karen Harbeck
School of Social Work – U-M

Diversity: From Understanding to Appreciation
April 20, 1996
GLSTN West Coast Regional Conference
Los Angeles, CA

Leadership Training Institute
July 14 – 20, 1996
UCLA/GLSTN
Westwood, CA

Fall Refresher Staff In-Service
August 20, 1996
Calhoun Intermediate School District
Starr Commonwealth

Team Building Staff In-Service



October 14, 1996
Calhoun Intermediate School District
Starr Commonwealth

Beyond Tolerance: Strategies for Change
April 11 – 13, 1997
GLSTN Midwest Regional Conference
Cleveland, OH

Working Together for Understanding
April 25 – 26, 1997
GLSTN West Coast Regional Conference
Silmar, CA

Organizational Change – Michael Fullan
July 10 – 11, 1997
OISE/UT
Toronto, Ontario, CA

Advanced Logic Model
September 10 – 11, 1997
Michigan Public Health Institute
Novi, MI

Annual Conference
September 28 – 30, 1997
Michigan Crisis Response Association
Tustin, MI

Transformative Justice Australia
March 2, 1998
Junior League/Greater Kalamazoo United Way
Kalamazoo, MI

Fetal Alcohol Exposure
April 30, 1998
Calhoun Intermediate School District
Kalamazoo, MI

Helping Children Learn
May 7 – 8, 1998
Skillman Foundation
Novi, MI

Annual Conference
September 27 – 28, 1998



Michigan Crisis Response Association
Tustin, MI

Conflict Resolution/Peer Mediation Curriculum
August 23 – 24, 1996
Peace Education Foundation
Toronto, Ontario, CA

Violence Prevention Curriculum Training
February 25 – 26, 1997
Eaton Intermediate School District
Charlotte, MI

Sexual Harassment
April 17, 1997
Calhoun Intermediate School District
Kalamazoo, MI

May 6 – 7, 1997
Logic Model Training
Michigan Public Health Institute
Lansing, MI

Fall Refresher In-Service
August 21, 1997
Calhoun Intermediate School District
Starr Commonwealth

Violence Prevention Curriculum Training
September 16, 1997
Michigan Department of Education
Grand Haven, MI

National Conference
October 30 – November 1, 1997
Search Institute
Minneapolis, MI

Vision to Voices: Affirmation to Action
March 27 – 29, 1998
GLSEN Midwest Regional Conference
Ann Arbor, MI

Brain Banter



May 4, 1998
Calhoun Intermediate School District
Marshall, MI

4th Annual Governor's Education Summit
September 22, 1998
MASB/Governor's Office
Lansing, MI

Working Together for a Violence Free Environ.
September 29, 1998
Kent County Health Department
Grand Rapids, MI

SAFE Schools Training
October 1 – 2, 1998
CISD/PPS
Oshtemo, MI

Michigan HIV/AIDS Conference
December 3 – 4, 1998
Michigan Department of Community Health
Grand Rapids, MI

Media & Society
March 25, 1999
University of Southern California
Los Angeles, CA

Annual State Conference
April 19 – 20, 1999
Michigan Association of Children's Alliances
Lansing, MI

Community Conferencing Facilitator Training
May 5 – 6, 1999
Real Justice
Oshtemo, MI

Conducting Focus Groups
June 25, 1999
Greater Kalamazoo United Way
Kalamazoo, MI

Multi-Hazard Safety Program for Schools



September 29, 1999
Michigan State Police
Benton Harbor, MI

3rd Annual Search Institute Conference
November 11 – 13, 1999
Search Institute
Denver, CO

Change Theory
May 12 – 13, 2000
University of Toronto
Toronto, ON

State Networking - Youth Serving Professionals
May 25, 2000
MDE, MDCH, MPHI
Kalamazoo, MI

Evaluation Training
November 10, 2000
Greater Kalamazoo United Way
Kalamazoo, MI

Transformative Justice
October 16 – 18, 1998
Community Justice Consultants
Toronto, Ontario, CA

Sustaining Safe Schools
March 5, 1999
MASB/MDE
Mason, MI

Filtering Out Sex & Violence
March 25 – 26, 1999
University of Southern California
Los Angeles, CA

Two R's to Stop Assault & Prevent Violence
April 28 & 29, 1999
Calhoun Intermediate School District
Marshall, MI

Breaking Through Change Barriers



May 7 – 8, 1999
Ontario Institute for Studies in Education U-T
Toronto, Ontario, CA

Pre- and Post-Test Evaluation Training
September 14, 1999
Office of Drug Control Policy
Cadillac, MI

Helping Children Learn Conference
November 10, 1999
University of Detroit-Mercy
Detroit, MI

Balanced & Restorative Justice Training
March 21, 2000
Gryphon Place
Kalamazoo, MI

Data Analysis & Reporting
May 18, 2000
Office of Drug Control Policy/MPHI
East Lansing, MI

4th Annual Search Institute Conference
November 4, 2000
Search Institute
Minneapolis, MN

Promotion & Publicity for Schools & Agencies
March 29, 2001
Strategic Alternatives in Prevention Education
Kalamazoo, MI

Roofies, Ecstasy, Ritalin, & Raves
March 29, 2001
Strategic Alternatives in Prevention Education
Kalamazoo, MI

TJA Conferencing Facilitator Training
August 16 – 17, 2001
Johns Hopkins University
Baltimore, MD

Kids: From Street to Parks – Incarceration Prevention
June 10, 2002



Balanced and Restorative Justice Network
Kalamazoo, MI

Know Your Palm
January 21, 2003
Calhoun Intermediate School District
Marshall, MI

Know It Better
February 24, 2003
Calhoun Intermediate School District
Marshall, MI

Empowering Students to Transform Schools
April 11, 2003
Kalamazoo Youth Development Network
Kalamazoo, MI

Living with Grief: Coping with Public Tragedy
April 30, 2003
Hospice Foundation of America
Kalamazoo, MI

School Violence Issues in Michigan
October 24, 2003
Lorman Education Services
Lansing, MI

Homeland Security Executive Seminar
November 5, 2003
Michigan State Police
Ann Arbor, MI

Breaking through Change Barriers
May 11 – 12, 2001
Ontario Institute for Studies in Education
Toronto, ON

ProActive ReSolutions Facilitator Training
February 6 – 8, 2002
Calhoun ISD
Portage, MI



Leader as Facilitator
5/30, 8/15, 9/19, 10/10, 11/14, 2002
Calhoun Intermediate School District
Marshall, MI

Bullying Issues Facing Gay/Lesbian Youth
February 18, 2003
Kalamazoo Youth Development Network
Kalamazoo, MI

What's a Parent to do?
March 25, 2003
Kalamazoo Youth Development Network
Kalamazoo, MI

Childhood Bullying
April 30, 2003
Kalamazoo Youth Development Network
Kalamazoo, MI

Beyond the Classroom: An Initiative for SMY
October 17-18, 2003
American School Health Association Conference
El Paso, Texas

Safe & Drug Free Schools Conference
October 27-29, 2003
U. S. Department of Education
Washington, D.C.

A Silent Crisis
November 20, 2003
State STD/HIV Conference
Grand Rapids, Michigan



Project Proposal for two areas: Program Coordinator for Title IV SDFS Data Management Grant and Office of Safe Schools Consultant

Prior Experience with Title IV Safe and Drug Free Schools Data Management Grant

	Leisa Gallagher Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068 269-789-2400
Title IV SDFS Data Management Grant Program Coordination Activity	Prior Experience with Title IV SDFS Data Management Grant Activity
Program coordination experience with Title IV established workgroups	Met workgroup activity and deadlines for Title IV SDFS Data Management grant as reported in 6/2005 annual report and meeting minutes since 6/2005. 4/05 to current
Title IV Grant Writing and Reporting Skills	Lead Writer for SDFS annual report. Project Director submitted timely annual report to www.Ed.gov . Result: Continued funding. 6/05
Effective partner with a variety of stakeholders involved in Title IV Data Management Grant Objectives	Workgroup meeting minutes reflect consultant's experience identifying preliminary training goals, survey use, and decision-making. The following activity shared with Data Management Grant partners such as: <ul style="list-style-type: none"> • Reports requirement work with CEPI, • Survey development with DIT, and • Training meetings with MAISA consultant indicate capacity to continue and complete this deliverable. 6/05 to Current
Communication support to USDOE grant monitor-Maria Worthen	Assisted Project Director in USDOE requests for information regarding Title IV SDFS Data Mgt. Grant. 4/05 to current
Member of team effort to complete Title IV survey.	Contributed to completed survey instrument Michigan Profile for Healthy Youth (MI-PHY) for DIT development. 10/05



<p>Skill integrating existing drug and safety efforts into Title IV Data Management Grant goals.</p>	<p>Attended and coordinated activities for all workgroups required by SDFS Data Mgt. Grant. Aligned SID data fields with Data Mgt. Grant Assured county level reports will serve community based drug and violence efforts. Met with drug and violence professionals within the state to assist in grant participation. Offered presentations about the grant to Michigan School Health Coordinator's Association. 4/05 to current</p>
<p>Experience with a variety of training options</p>	<p>As an educational consultant for SAPE/school health unit at Calhoun ISD, Provided professional development in school health curricula for 5 Michigan counties with consistently positive evaluations after each training. Partnered with MDE staff to identify 'train the trainer' models for two statewide initiatives: <ul style="list-style-type: none"> • School Health Index -2003 • CDC's Get Moving Campaign for Middle School Youth-2002 8/99-5/03 As Education Coordinator for Michigan Works! at Calhoun ISD, Provided leadership and training to service providers in data management for 3 county areas of Michigan to attain performance objectives for U.S.D.O.L./D.L.E.G. Youth Employment Program in MI. 5/2003 to 4/2005</p>
<p>Ability to engage school participation</p>	<p>Shared leadership with MDE Data Mgt. team to identify and engage 10 pilot sites in web based survey participation. Educational Consultant for SAPE/school health unit at Calhoun ISD Secured grant to develop, distribute, and collect surveys from 36 school districts to evaluate quality services of the SAPE/school health unit. 5/03 to 5/04 Encouraged LEA participation-network of 36 school districts participated in consultant led training and technical assistance in school health. 8/99 to 5/05 Encouraged LEA participation-As a chairperson for a workgroup of the Regional Health Alliance, consultant encouraged Calhoun County schools to support school-based nurses. 1/2002 to 5/2003</p>



<p>Survey Experience</p>	<p>Shared leadership with MDE/CEPI to develop survey items relevant to SDFS requirements. This experience with survey development will assure effective monitoring activities of the pilot sites. As Education Consultant for SAPE/School Health, Integrated Michigan YRBS survey results into all school health activities as a strategy to reduce risk behaviors. 8/99 to 5/03 As Educational Coordinator for Michigan Works! at Calhoun ISD, Created Zoomerang survey and distributed it to Calhoun ISD employees for School Improvement team at Calhoun ISD. 12/04 Monitored, analyzed, and trained service providers in data entry, collection, and analysis of DLEG web based data warehouse. 5/03 to 4/05 Quality data management supported successful attainment of Michigan performance standards for youth employment. 10/04</p>
<p>Skills in data based decision making</p>	<p>Education Coordinator and Education Consultant at Calhoun ISD Department Representative for School Improvement Team for SAPE/School Health and Michigan Works! at Calhoun ISD. School Improvement Team assured continuous improvement efforts were integrated into positive outcomes for the organization. Continuous improvement activities (as related to data management of youth employment) led to the attainment of required performance by Michigan Works! (10/04) 8/02 to 4/05</p>
<p>Reference:</p>	<p>Mr. Kyle Guerrant Supervisor Coordinated School Health and Safety Programs Unit at MDE 517-335-0565</p>
<p>Reference:</p>	<p>Ms. Elizabeth Coke-Haller Formerly Supervisor Coordinated School Health and Safety Programs Unit at MDE Currently School Health Team Leader at Centers for Disease Control 770-488-6203</p>
<p>Reference:</p>	<p>Ms. Mary Ann Chartrand Director Grants Support and Coordination at MDE 517-373-8862</p>



In-Scope Title IV Safe and Drug Free School Deliverables

Title IV Safe and Drug Free School Data Management Deliverables	Activities delivered by Proposed Project Coordinator
Delegate, monitor, and coordinate department services to assure Title IV SDFS Data Management Grant activities to achieve grant requirements through project direction.	Will serve as a member of the grant leadership team. Will assist Grant Leadership Team and Project Director to assure Title IV SDFS Data Management Grant activities.
Coordinate grant activities (develop work groups, set meetings, reduce institutional barriers, gather information, develop feedback loops, and identify cross department human and financial resources) among cross-functional team members, as represented by CEPI, ODCP, DIT, MASA and independent evaluation consultant.	Will be a member of all workgroups. Will assist with reducing institutional barriers, gathering information, developing feedback loops, and identifying cross department human and financial resources
Report achievement outcomes as required by SDFS annual reports, as written by Project Coordinator.	Will write SDFS annual reports.
Communicate grant activity with USDOE grant monitor assigned to monitor Title IV SDFS Data Management Grant activity, as identified by Project Director.	Will provide necessary grant activities to meet reporting requirements.
Create a web-based survey for LEA SDFS data based decision making as conducted by both Project Director and coordinator.	With state and grant partners, (i.e. CEPI, CSH&S, ODCP, O'Neill Consulting) will create a web-based survey.
Coordinate and facilitate-the logistics of implementing a 'train the trainer' plan for ISDs/ LEAs in statewide data management as conducted by both consultants.	Will work with training coordinator and regional trainers to coordinate and facilitate-the logistics of implementing a 'train the trainer' plan.
Develop training goals, educational materials, and follow up activities for LEA/ISD survey use, collection, and decision making related to Title IV Data Management Grant as conducted by both consultants.	Will develop training goals, educational materials, and follow up activities for LEA/ISD survey use, collection, and decision making.
Develop a plan to engage Michigan school based prevention staff in survey distribution, participation and collection. Project Director will access personal	Will develop a plan to engage Michigan school based prevention staff in survey distribution, participation and collection.



<p>network of state level leaders to encourage participation. Project Coordinator will similarly access network of ISD/LEA leaders to encourage participation of Title IV data management use.</p>	<p>Will access network of ISD/LEA leaders to encourage participation of Title IV data management use.</p>
<p>Monitor web based activity of pilot schools to ensure data collection meets Title IV grant objectives. State and local level monitoring conducted by both consultants.</p>	<p>Will coordinate day-to-day activities of workgroups to assure successful pilot implementation and evaluation.</p>
<p>Train schools in continuous improvement strategies in prevention related data based decision-making.</p>	<p>Will work with training coordinator and regional trainers to train schools in data-based decision-making. Will work with project evaluator to evaluate trainings and include results in annual report to USDOE.</p>



Prior Experience as related to Office of Safe Schools Activities

	<p>Leisa Gallagher Calhoun Intermediate School District 17111 G Drive North Marshall, MI 49068 269-789-2400</p>
Office of Safe Schools Consultant Activity	Prior experience with Office of Safe Schools consultant activity:
Established relationships with ODCP and Safe and Drug Free Staff	Collaborate with ODCP and SDFS leadership to increase data support for SDFS staff, including Advisory Council. 4/05 to Current
Knowledge of CEPI's statewide data management and review process.	Served on Data Definition Review since 4/05 Served on the SID and SRSD teams since 4/05. Served on the Graduation/Dropout Revision Project in 2005.
Information and Referral capacity to link LEAs with Homeland Security	Have provided technical assistance to LEAs on the Homeland Security in Schools initiative since Spring, 2005.
Advocacy for TJA approach as a best practice in school-based prevention strategies	Began training transformative conferencing in 2/02. Supported state training in transformative conferencing in Fall, 2005. Had transformative conferencing added to the Model Code of Student Conduct, the report to the legislative committee of the State Board of Education, and to the list of possible corrective actions for the persistently dangerous schools.
Presentation skills related to TJA	Have done presentations, provided technical assistance, and support services to ISDs and LEAs on the use of transformative conferencing in schools since 2/02.
SEA-level orientation toward multiple efforts to increase safety in schools	Since 4/05, served multiple interdepartmental efforts between MDCH/ODCP and MDE-SID, Title IV Data Management Grant, Michigan Safe Schools Week, and Title IV SDFS efforts.
Knowledge base and understanding of SDFS consolidated application process.	Have identified statewide data and program elements required by Consolidated report. At Calhoun ISD, provided technical assistance to LEA's applying for SDFS funds through regional consortium. Grant reviewer for Governor's Discretionary Grants available through Office of Drug Control Policy.
Ability to integrate lessons learned from Community Service Grant into MDE initiatives.	In presentations and reports, shared CSG lessons learned with MDE Office of School Improvement, Office of Special Education's High School Initiative, and MDE proposal to USDOE's High School Dropout Prevention Grant.



<p>Work experience in community-based drug prevention efforts to complement to school based drug prevention efforts</p>	<p>Serve as data work group member to SPIF/SIG prevention grant. Attended Lansing SPF/SIG training for SEA level staff 6/05.</p>
<p>Contribution as a stakeholder in success of MSU's Safe Schools Initiative</p>	<p>Designed packet mailing process for 11/05 Safe Schools Week materials.</p> <p>Attended Safe Schools Initiative quarterly meetings since 4/05.</p> <p>Suggested the addition of bullying prevention material related to bystander response in this year's packet.</p>
<p>History of leadership within CSHCA</p>	<p>Have periodically provided technical assistance/training/and leadership to members of the Michigan's School Health Coordinator's Association since Fall, 2000. As Communication Co-Chair, established strategic initiative to highlight statewide health and learning connections.</p> <p>Executive Leadership Committee Representative for annual planning retreat 2001 and 2002.</p>
<p>Success in School Health Training and Training Design</p>	<p>Have provided Michigan Model Health Curriculum Training since 1999. Evaluations of each in-service consistently indicate participant satisfaction between range of 7-10 on a scale of 1-10, where 10 is the highest ranking.</p> <p>With regard to physical activity, identified 'train the trainer' plan for CDC and Michigan's "Get Moving" Media Campaign for middle school students. Campaign met all CDC identified outcomes.</p> <p>With regard to healthy environments, contributed to statewide 'train the trainer' plan for School Health Index Facilitators in 2002. SHI became HSAT initiative currently available to Michigan Schools.</p>
<p>Extensive repertoire of best practices in school based violence prevention.</p>	<p>Have provided training in Michigan Model Health curriculum, violence and ATOD prevention, transformative conferencing, school climate, healthy youth development, & school law since 1999.</p>



<p>Training capacity to serve LEAs on school improvement, policy, and law.</p>	<p>For 36 LEAs, provided technical assistance to integrate school health topics into school improvement planning with particular emphasis on respect and responsibility.</p> <p>Provided annual training to any one of 36 LEAs in school law issues related to child protection, sexual assault/harassment, student health records, school community partnerships, discrimination, student ATOD and violent behaviors.</p>
<p>Organizational development experience with implementing best practices in school health.</p>	<p>Facilitator for Adrian School Health Team, a member of the ACS Michiana Leadership Institute. 6/05</p> <p>Presented Healthy School Report Card Assessment Tools and their Implementation for ACS participants. 6/05</p>

In-Scope Deliverables for Office of Safe Schools

<p>Office of Safe School Services Deliverables</p>	<p>Activities to be provided by proposed Safe Schools Consultant</p>
<p>Prepare annual Gun Free Schools Report.</p>	<p>Will assist with the preparation of the Gun Free Schools report.</p>
<p>Certify to the USDOE of Michigan school status as a NCLB identified "persistently dangerous school". In the event that schools meet these criteria, Safe Schools services will provide technical assistance (with state and local level resources) to identify an improvement plan to assure future removal from the list.</p>	<p>Will provide technical assistance to identify an improvement plan to assure future removal from the list.</p>
<p>Initiate state level policy creation, changes, training opportunities, evaluation technical assistance and practice through SDFS Advisory Council.</p>	<p>Will attend SDFS Coordinator's meeting & trainings.</p>
<p>Develop safe schools related data definitions to meet reporting requirements within two CEPI databases SID and SRSD.</p>	<p>Will serve on CEPI's Data Definition Review Team.</p> <p>Will conduct annual review of SRSD & SID fields, definitions, and examples.</p>
<p>Train SDFS coordinators in research based programming, practices, and policies.</p>	<p>In conjunction with ODCP staff, will provide regular updates at SDFS Coordinators' meetings.</p>



Coach ISD and LEA stakeholders as they implement research-based school health strategies to promote health and reduce youth risk behaviors.	Will attend priority schools trainings, CSHCA coordinators' meetings, and provide requested technical assistance, presentations, and trainings.
Provide technical assistance to LEAs on the Homeland Security in Schools initiative.	Promote and support policy and practices alignment between SEA and ISD/LEA homeland Security in School activities.
Initiate and build capacity for statewide use of transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.	Document correlations between TJA and reduction in disciplinary referrals, suspensions, expulsions. Communicate documentation of TJA success in SEA, ISD, and LEA violence prevention messages, policies, codes of conduct, and initiatives.
Provide technical assistance to ISDs and LEAs on use of transformative conferencing in schools. Transformative Justice Australia (TJA) is an international, research-based, violence prevention strategy.	Initiate and support MI. educator training in TJA as a school wide approach to a positive school climate and healthy student conduct.
Partner with state level team (ODCP staff, grant recipients, and SDFS evaluator) to achieve statewide safe school outcomes for success.	Will engage state level team in preparing assistance for schools labeled persistently dangerous. Utilize the following data sources: the pilot survey "Michigan Profile for Healthy Youth", Michigan's "Youth Risk Behavior Survey", School Infrastructure Database (SID), NCLB identified persistently dangerous schools, the Federal Gun-Free Schools & UMIRS reports.
Prepare SDFS annual report.	Provide safe and drug free outcome information to Project Director for the SDFS annual report.
Promote Community Service Grant practices which demonstrated positive outcomes: use of school climate survey, strategies for drop out reentry, and other school wide efforts developed through this grant.	Disseminate lessons learned to Michigan educators interested in positive secondary school re-entry based on the success of the Title IV SDFS Community Service Grant initiative. Current educational efforts include: Keeping Kids in School, the High School Initiative, Reducing High School Drop Out Rates, and the SBE Policy on Universal Education.
Communicate with, submit reports to, and report outcome achievement, as Project Director, to US DOE grant monitor for Title IV SDFS Community Service Grant.	Will collect information and data for annual report and take part in semi-annual monitoring calls.



<p>With state level leadership provide policy direction on crisis response and emergency management practices in education.</p>	<p>Will serve on MSU's Safe Schools Initiative.</p> <p>Communicate emergency management and crisis response policies and initiatives to ISD and LEA educators.</p>
<p>Provide leadership as Co-Chair on the MDCH Intergovernmental Work Group for SPF/SIG prevention grant in Michigan schools and communities.</p>	<p>Will serve as a member of the MDCH State Epidemiological Workgroup.</p> <p>Contribute Michigan specific, school-based youth data to the SPF/SIG data workgroup.</p>
<p>Provide leadership from MDE to multiple stakeholder members serving the MSU Safe Schools Initiative.</p>	<p>Build capacity within statewide agencies such as the State Police, local government authorities, school districts, and the MI. prevention community to support the MSU Safe Schools Initiative.</p> <p>Will assist with providing outreach in support of Safe Schools Week.</p>
<p>Provide technical assistance/training and leadership to members of the Michigan's School Health Coordinator's Association.</p>	<p>Deliver drug and violence prevention information to state-wide quarterly meetings of the MSHCA.</p> <p>Respond to MSHCA requests for assistance.</p> <p>Communicate and support collaborative linkages between health and learning, as demonstrated through school health and SEA initiatives.</p>
<p>Train and support training for ISDs and LEAs in Michigan Model Health Curriculum in the areas of CDC identified risk behaviors: nutrition, physical activity, alcohol and other drug, tobacco, violence, HIV/STD and other health areas such as gambling, sun safety, character education, and osteoporosis.</p>	<p>As directed by the CSH&S unit, promote and train MI. educators in 6 CDC identified risk behaviors: violence, risky sexual behavior, drugs, tobacco, physical activity, nutrition.</p> <p>Promote and train MI. educators in state developed curricula in gambling, sun safety, character education, & osteoporosis.</p>
<p>Train and support training for ISDs and LEAs in health standards and benchmarks, health curriculum, health and learning, school law, and school health related policies.</p>	<p>Based on alignment with Grade Level Content Expectations (GLCEs), the School Improvement Framework (SI Framework), Title IV SDFS, and No Child Left Behind (NCLB):</p> <p>Train Michigan educators in Michigan Model Health Curriculum, Title IV identified research based curricula, and school policies/laws as related to healthy youth development, student conduct, and healthy school environments.</p> <p>Train educators in assessment, monitoring, and maintenance of school-based prevention efforts, with a particular emphasis on connection between the school community and risky behaviors of drug and violence.</p>



<p>Train and support training for ISDs and LEAs in conflict resolution, violence prevention, peer mediation, bullying, emotional intelligence, school climate, balanced and restorative justice, and related school laws, policies, programs, and initiatives.</p>	<p>Based on alignment with GLCEs, the SI Framework, Title IV SDFS, and NCLB: Offer pro-social, school wide, positive behavior support, and transformative conferencing programs and initiatives. Provide SEA-level resources to clarify school law, a model code of student conduct, and school board policies. Initiate or respond to requests for training in CSH&SP identified school health skill building in conflict resolution, anti-bullying/harassment, violence prevention, and positive relationships.</p>
<p>Provide technical assistance to Michigan schools involved in American Cancer Society sponsored Michiana Leadership Institute.</p>	<p>Will link SEA data, programs, initiatives, statewide contacts, and SBE policies to the Michigan schools participating in the Michiana Leadership Institute.</p>



Resume and Professional Development log for proposed Project Coordinator and Safe Schools Consultant

Leisa Gallagher
 2517 Richards, SE
 East Grand Rapids, Michigan 49506
 616-940-0403
 johega3@hotmail.com

Educational Experience

B.A. English/ Secondary Education	1981
North Central College	Naperville, Illinois
M.A. Counseling Psychology	1994
Western Michigan University	Kalamazoo, MI.
Career Development Facilitator Training	December, 2003

Employment History

Safe Schools Consultant

Michigan Department of Education April 2005-Current

Education and Training Coordinator

Michigan Works! Calhoun ISD 2003-April 2005

- Coordinate and align the employment goals of the Workforce Development Team with the career development objectives of the CISD's Department of Curriculum, Instruction, and Assessment. Work has included integrating objectives of recent training in career development facilitation into existing employment practices of youth case managers, Work First consultants, and Incumbent Worker Training staff.
- Program Coordinator for Barry Branch and Barry Workforce Investment Act Youth Employment Programs. The program is designed to achieve outcomes in diploma/credential attainment, job placement, retention, post-secondary training, and increased wage earnings for youth participants.
- Use job growth research to determine strategic planning for future training and employment. Resources include: Employer/Workforce Development Board driven Occupations in Demand 2004, labor market information, and regional economic data to strengthen workforce development in three county areas. Work has included training and information from the Public Policy Institute, Upjohn Institute, Business Day Weekly research, and several area economic development councils.
- Grant monitor for subcontractors providing performance based literacy achievement through the Partnership for Adult Learning (PAL) in Barry, Branch, and Calhoun County. Work has included contracts with Kellogg Community



College, Delton Kellogg Public Schools and Michigan Career and Technical Institute.

- Planning manager for Workforce Investment Act Incumbent Worker Training Program, a federally funded employment program designed to avert layoff, support area employers, and strengthening skills of current workforce. Kellogg Community College's Regional Manufacturing Technical Center staff operate program for Barry, Branch, and Calhoun Counties.
- Provided technical assistance, grant management, and program coordination for 3 million dollar contract for Welfare to Work Programs.
- Develop and implement marketing efforts for Michigan Works! Calhoun ISD. Work has included developing marketing products for multiple channels: television, radio, outdoor advertising, Internet, and print media.
- Conduct yearlong marketing effort, with input from Employer Involvement Committee of the Workforce Development Board, for the purpose of attracting employers to Michigan Works! services.
- Planning /contract manager for programs available through Department of Labor & Economic Growth and subcontractors. Work has included integrating policy issuances, budget changes, and program design into current contracts. Contracts require skills in procurement, bid proposals, employment monitoring, equal opportunity compliance, annual progress reports, and achieving corrective action, as needed.
- School Improvement representative for Workforce Development Team at Calhoun Intermediate School District.

Teacher consultant

Health/SAPE Calhoun ISD 1999-2003

- Provided technical assistance and professional development to educators, counselors, and nurses in health curriculum and prevention strategies.
- Created data collection and evaluation for School Wellness Group/ Regional Health Alliance in Calhoun County.
- School Improvement representative for Health/SAPE.
- Health Wise newsletter editor and writer.

Education Coordinator

Child and Family Resource Council 1997-1999

- Responsible to increase prevention of child abuse through public awareness and training.
- Grant writer for child abuse and neglect prevention funding.

Psychotherapist and Program Coordinator

Life Guidance Grand Rapids, MI. 1994-1997

- Delivered Employee Assistance Programming to area employers.
- Developed programming for Grandparent headed families.
- Offered counseling and psychological assessment to clients.



English teacher

Hinsdale South High School, Chicago, IL. 1981-1984

- Taught Radio Broadcasting, Writing Lab, Regular English Literature and Composition.
- Yearbook, Radio Station, Substance Abuse Prevention Sponsor.

Skills Related to Career Development

Trainer in Employability Skills:

- Conflict resolution.
- Refusal skills
- Decision making
- Assertiveness training
- Developing healthy relationships
- Maintaining a positive attitude
- Managing strong emotion

Experience in use of assessments:

- Trained in Web based Interest/Aptitude/ and Personality Inventories.
- Trained in Kagan learning style inventories.
- Conducted risk assessments for suicide and substance abuse.
- Trained and Delivered Personality Assessments such as Myers-Briggs Inventory.
- Monitored effectiveness of TABE literacy assessments through Work First and PAL programs.

Experience in use of assessments (continued):

- Monitored effectiveness of English as a Second Language proficiency assessment through PAL program.
- Trained and delivered achievement and intelligence assessments, i.e., WAIS and WISC-R.
- Beginning plans to partner with KCC to use Work Keys and with CATC Key Train, to offer work based math and reading instruction for youth, adult jobseekers, persons with disabilities, and incumbent workers.

Experience with individual or team grant writing:

- Heart of West Michigan United Way award-\$160,000 for 2 yrs.
- Dyer Ives Foundation Award-\$3,000.
- Wren Foundation Award: \$10,000.
- Kent County Health Department mini-grant award-\$5,000.
- Children's Trust Fund: Shaken Baby Campaign and Day Care Provider Training \$30,000.
- Steelcase Foundation Award: \$40,000.
- AARP Warm Line for Grandparent Resource Center \$15,000.

Experience with grant development/review:

- Lead Staff for Workforce Development Team and Board '04 RFP cycle. Contract awards are, or will be, over \$2,000,000.
- Calhoun County Tobacco Reduction Coalition Grant Review Team '01, '02, and '03.
- Advocate for Regional Health Alliance funding for School Wellness Clinics.
- CDC Media Campaign for Middle School Youth Steering Committee Member.
- Provided technical assistance for Safe and Drug Free Schools proposals'02.
- MDE Grant Reviewer for Early Childhood and Reproductive Health Grants '02 & '03

Experience with authentic assessment and instruction:

- Completed 5 day training in Performance Based Assessments Trainer in school health through hands-on instruction
- Delivered professional development in inquiry- based substance abuse curriculum for middle and high school students.

Experience integrating health topics into core academic areas:

- Developed standards and benchmark integration strategies for professional development workshops.
- Conducted focus groups with teachers to revise school health curriculum to ease integration demands.
- Trained staff in strategies for integrating science, asset development, technology, and character education into health curriculum.

Experience in coordination of program objectives:

- Provided in-service planning, presentation, and evaluation for social skills training for low-income students.
- Directed a multi-faceted approach to bully prevention in middle schools: conducted parent, teacher and para-pro presentations.
- Facilitated the development of and conducted a survey for 5 county area regarding school health needs.
- Developed a Calhoun ISD web-based, zoomerang, survey for school improvement process.
- Contributed to Kent ISD plan to develop Education Yes rubric for best practices to strengthen parent involvement in Michigan Schools 2002.

Highlights and Recognition

- 1996-FBI child abuse reporting trainer, 1996
- Seven national awards for 'Family Matters' Column of Grand Rapids Family Magazine 1996-2002
- 1997, Interview with NBC Nightly News regarding grandparents raising grandchildren
- 1996, Presenter at National Conference on Aging for Grandparents Raising Grandchildren.
- 1996, Relatives as Parents Trainer for Brookdale Foundation in NY, NY



Professional Development Log for Leisa Gallagher

Michigan Model Training of Trainers – K – 6 August, 2001
Michigan Department of Education
Novi, MI

Michigan Model Training of Trainers – Grade 7-12 August 2001
Michigan Department of Education
Novi, MI

Cooperative Learning
School Year Fall, 1999
Calhoun Intermediate School District
Marshall, MI

Critical Incident Stress Debriefing Training
Spring, 1998
Kent ISD
Grand Rapids, MI
Storytelling As Prevention
August 1 – 2, 1995
Center for Substance Abuse Prevention
Grand Rapids, MI.

Communities in Schools Training
Spring 1998
Holland, MI.

Resiliency Conference-Bonnie Bernard
Fall, 1997
Grand Rapids Public Schools/Kent County Health Department
Grand Rapids, MI

Two R's to Stop Assault & Prevent Violence
April 28 & 29, 2000
Calhoun Intermediate School District
Marshall, MI

Pre- and Post-Test Evaluation Training
Fall, 2000
Office of Drug Control Policy
Lansing, MI



Roofies, Ecstasy, Ritalin, & Raves
March 29, 2001
Strategic Alternatives in Prevention Education
Kalamazoo, MI

Transformative Justice Australia
Transformative Conferencing Facilitator Training
February, 2002
Kalamazoo, MI

Use of Social Skill Stories for Children with Autism
Winter, 2002
Kalamazoo Regional Education Service Agency(KRESA)
Kalamazoo, MI

Project Alert Training
Fall, 1999
Calhoun ISD at KRESA

Michigan Model ATOD training for Middle and High School
Winter, 2000
Frankenmuth, MI

Know Your Palm
January 21, 2003
Calhoun Intermediate School District
Marshall, MI

Know It [Palm] Better
February 24, 2003
Calhoun Intermediate School District
Marshall, MI

Leader as Facilitator
5/30, 8/15, 9/19, 10/10, 11/14, 2002
Calhoun Intermediate School District
Marshall, MI

Rocky Mountain Health Assessment Training
August, 2002
Novi, MI

Forensic Interviewing for Child Sexual Abuse
April, 2003
Children's Assessment Team
Marshall, MI.



Career Development Facilitator Training
May, 2003 to December, 2003
Calhoun ISD
Marshall, MI

Region V
U.S. Dept. of Labor Youth Employment Conference
November, 2003
Chicago, IL

Region V
U.S. Dept. of Labor Youth Employment Conference
November, 2004
Chicago, IL

Connections Conference: Success Stories from the Community Service Grant Recipients
May, 2005
Lansing, MI.

National Safe and Drug Free Schools Conference
August, 2005
Washington, D.C.

2nd Annual National Bullying Prevention Conference
October, 2005
Atlanta, GA



Article 2

Calhoun Intermediate School District acknowledges and agrees to the terms and conditions listed in Article 2.

A certificate of commercial liability insurance will be provided, as a condition of the award, as mentioned in Article 2.180.



Appendix B

Pricing Agreement



Article 1, Attachment A

Price Proposal Cost Modelcategory	Estimated	Hourly Rate	Hourly Rate Total
Project Director	4,805 hours	52.00	249,860
Project Coordinator	4,805 hours	56.00	269,080
Total amount for three years of service			518,940

Our price for providing the services of our Project Director and Project Coordinator is listed below. This hourly rate is an all inclusive rate and includes all salaries and benefits.