

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

July 16, 2009

CHANGE NOTICE NO. 2  
TO  
CONTRACT NO. 071B6200376  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  Michigan Association of Intermediate School Administrators 1001 Centennial Way, Suite #300 Lansing, MI 48917-9279	TELEPHONE (517) 327-9263 <b>Samuel Lopresto</b>
	BUYER/CA (517) 241-3768 <b>Lance Kingsbury</b>
Contract Compliance Inspector: Kyle Guerrant <b>Data Management Grant Training – Department of Education</b>	
CONTRACT PERIOD: From: <b>August 16, 2006</b> To: <b>August 15, 2010</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective immediately, this Contract is hereby EXTENDED through August 15, 2010.  
NOTE: The DMB Buyer for this Contract is changed to Lance Kingsbury (517) 241-3768.  
All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request (PRF dated 6/16/09), and DMB/Purchasing Operations' approval.

**CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$264,430.00**

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

July 3, 2008

**CHANGE NOTICE NO. 1**  
**OF**  
**CONTRACT NO. 071B6200376**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 327-9263
Michigan Association of Intermediate School Administrators 1001 Centennial Way, Suite #300 Lansing, MI 48917-9279		<b>Samuel Lopresto</b>
		VENDOR NUMBER/MAIL CODE <b>(2) 38-2762367 (001)</b>
		BUYER/CA (517) 373-8622 <b>Malynda Little</b>
Contract Compliance Inspector: Kyle Guerrant <b>Data Management Grant Training – Department of Education</b>		
CONTRACT PERIOD: From: <b>August 16, 2006</b> To: <b>August 15, 2009</b>		
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, the DMB Buyer for this Contract is changed to Malynda Little (517) 373-8622. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per DMB/Purchasing Operations.

**CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$264,430.00**

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

September 13, 2006

**NOTICE**  
**OF**  
**CONTRACT NO. 071B6200376**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Michigan Association of Intermediate School Administrators</b> <b>1001 Centennial Way, Suite #300</b> <b>Lansing, MI 48917-9279</b>		TELEPHONE (517) 327-9263 <b>Samuel Lopresto</b>
		BUYER/CA (517) 241-1647 <b>Irene Pena, CPPB</b>
Contract Compliance Inspector: Kyle Guerrant <b>Data Management Grant Training – Department of Education</b>		
CONTRACT PERIOD: From: <b>August 16, 2006</b> To: <b>August 15, 2009</b>		
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

The terms and conditions of this Contract are those of ITB #07116200154, this Contract Agreement and the vendor's quote dated 5/01/2006. 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: **\$264,430.00**

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

**CONTRACT NO. 071B6200376  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Michigan Association of Intermediate School Administrators          1001 Centennial Way, Suite #300          Lansing, MI 48917-9279</b>	TELEPHONE (517) 327-9263 <b>Samuel Lopresto</b>
Contract Compliance Inspector: Kyle Guerrant <b>Data Management Grant Training – Department of Education</b>	BUYER/CA (517) 241-1647 <b>Irene Pena, CPPB</b>
CONTRACT PERIOD: From: <b>August 16, 2006</b> To: <b>August 15, 2009</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p><b>The terms and conditions of this Contract are those of ITB #071I6200154, this Contract Agreement and the vendor's quote dated 05/01/2006. 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.</b></p> <p><b>Estimated Contract Value: \$264,430.00</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200154. Orders for delivery may 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.

<b>FOR THE VENDOR:</b>  <b>Michigan Association of Intermediate School Administrators</b> <hr/> Firm Name  <hr/> Authorized Agent Signature  <hr/> Authorized Agent (Print or Type)  <hr/> Date	<b>FOR THE STATE:</b>  <hr/> Signature <b>Irene Pena, CPPB, Buyer Specialist</b> <hr/> Name/Title <b>Services Division, Purchasing Operations</b> <hr/> Title  <hr/> Date
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## **Article1 – Statement of Work (SOW)**

### **1.0 Introduction**

#### **1.001 PROJECT REQUEST**

The purpose of this Contract is provide Train the Trainer Services for the Title IV Data Management project for the Michigan Department of Education/Coordinated School Health and Safety Program Unit.

#### **1.002 BACKGROUND**

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.

The Project Director and Project Coordinator of the Title IV SDFS Data Management are responsible for coordinating the training component within the larger scope of services required by Title IV SDFS activities provided through the Office of Safe Schools. The training services, for the Title IV Data Management Grant, are specifically identified in the deliverables portion of this section.

#### **Title IV Data Management project aligns with the programs of both the MDCH/Office of Drug Control Policy Title IV Safe and Drug Free School Programs and MDE/Coordinated School Health and Safety Programs Unit**

The MDE Safe Schools Consultants and their colleagues at MDCH's Office of Drug Control Policy share state-level leadership for the success of the USDOE funded Title IV Safe and Drug- Free School Programs. Training services must serve the goals of both offices. These two units support a common and consistent school based prevention approach.

The training provider must provide training for adult learners within this SDFS partnership and across three additional domains -1) educational data collection 2) school-based technology, and 3) educational leadership. Staff within all three domains assist in the collection, analysis, and report of the impact of drug and violent behaviors on academic success, attendance, truancy, suspension, and expulsions.

Potential training participants include staff with Title IV SDFS program responsibilities, local educational agency (lea) secondary principals, assistant superintendents, and superintendents, and personnel providing district technology support and leadership. At a minimum, training topics will cover district level implementation of an on-line survey-Michigan Profile for Healthy Youth (MiPHY), guidance for the local data management team's composition and the technology requirements for school participation in the MiPHY survey.



After training on survey implementation, the training provider shall develop regional trainings designed to serve state, regional, and local level data based decision making strategies related to Title IV SDFS program implementation, staff training, resource management, and outcome achievement. Trainers will develop meaningful learning opportunities for local, regional, and statewide staff to maximize the benefits large scale, local data collection, increased access to on-line reports of student surveys, and the integration of aggregate student academic data and survey results. All activities are aligned with the goals of the Title IV SDFS programs.

Due to the diversity of experience within the Title IV professional community, which includes both the developing professional and the seasoned coach, training services require the capacity to meet both ends of this continuum. Training services need to include demonstrated success in adult learning, use of effective training design, and a repertoire of user-friendly learning strategies to both implement the web based survey and use the survey responses at the local, regional, and statewide level.

### 1.003 PROJECT CONTROL

#### Project Control

The Michigan Department of Education staff assigned to this Contractor will assess progress on the project plan no less than every 180 days and working closely with the Contractor throughout each 180 period will make necessary adjustments to ensure the deliverables as listed in section 1.104.

The Contractor will carry out this project under the direction and control of the Michigan Department of Education (MDE).

- a. Although there will be continuous liaison with the Contractor team, the client agency's project director will initiate telephone calls or call in person meetings to discuss quarterly report submissions as a reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- b. The Contractor will submit brief written 180 day reports and have available as needed up-to-date meeting log summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans.
- c. The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.
- d. Within five (5) working days of the award of the Contract, the Contractor will submit to the Michigan Department of Education project director for final approval a work plan, which must include the following:

The Contractor's project organizational structure.

- (1) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- (2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.



MAISA will provide training products, presentation materials, records of training activity, and training participant contact information relative to the required elements of state reports for which the Office of Safe Schools (OSS) is responsible.

#### Reports

The Title IV Data Management Project Director and Coordinator will prepare, request, and integrate information provided by the training vendor in order to complete the reports listed below. The training provider shall contribute training products, presentation material, records of training activity, and training participant contact information relative to the required elements of each of the following 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

#### **1.004 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing a copy of this Contract and returning it to the named Buyer within DMB Purchasing Operations at the address listed in this Contract. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

#### **1.1 Product Quality**

##### **1.101 SPECIFICATIONS**

##### **Deliverables for the Safe and Drug Free Data Project:**

##### **Communication**

Provide information and communication to Michigan ISDs and local school district superintendents about the Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant.

Identify statewide and regional events and activities to showcase the Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant project or provide information about the program.

Collaborate with the other partner agencies to prepare and deliver presentations about the Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant project to various constituencies as requested.

Assist in the development and distribution of information and materials related to the Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant, working collaboratively with the MDE Safe Schools division and the Office of Drug Control Policy.

##### **Promote Title IV Data Management Project participation with LEA/ISD stakeholders**

Contribute to the collective list of marketing strategies used by the Title IV Data Management Team as a method of increasing LEA participation in year one, two and three of the Title IV Data Management Project.

Demonstrate a successful history of marketing training services to Michigan administrators. Communicate, through materials, presentations, and training plans, that the Title IV Data



Management project participation supports current administrative experience with other valued educational initiatives.  
Highlight the connection between the Mi-PHY and other data based decision making and/or technology initiatives  
Demonstrate knowledge of LEA and ISD strategic planning, training selections, and priority professional learning initiatives across the state and use this information to link these efforts with the benefits of the Title IV Data Management Project.

#### **Training for Local School District Staff**

Develop a training-of-training model to be provided to participants in the MiPHY pilot survey in regional face-to-face training sessions.

Contact appropriate person(s) and arrange trainings at regional locations. Develop a spreadsheet of regional trainings that includes contact information and maintain the schedule as an ongoing document. Schedule will be submitted to the SDFSCA data management project planning team and updated as new trainings are scheduled. Recommend and coordinate additional regional training activities as appropriate (video conferences, speakers, etc.) Recommendations will be submitted to the SDFSCA data management project planning team for review and approval.

#### **Provide Guidance to MDE regarding LEA/ISD needs related to Title IV SDFS programs**

Serve as a liaison to the Michigan Department of Education (MDE) and provide MDE with information about the needs of local school districts relative to the Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant.

Recommend additional professional development activities as appropriate to maximize the effective use of the local district data generated by the MiPHY student survey.

Attend Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant meetings as appropriate.

Attend Safe and Drug-Free Schools and Communities Act (SDFSCA) data management grant meetings as appropriate.

During the pilot phase of the Title IV Data Management Project, the vendor shall identify pre-training, training, and post-training activities to assure district success with the survey implementation.

#### **Pre-Training activities will include**

Coordinate that all partners (MDE/MDCH and CEPI) have identified and agreed to a set of required training elements for the during training workshops.

Anticipate with data management team that these learning objective fit subsequent LEA/ISD use of MiPHY and data collected.

Promote project opportunity, training benefits, and generalized learning between training and current educational practice for the project's target audience- LEAs/ISDs.

Develop training materials which articulate the benefits listed above.

Participate in planning for answers to commonly/frequently asked questions (FAQs) by LEAs related to web based surveys and secondary students.

Link technology resources to meet geographically diverse LEA's about to participate in the project.

Employ differentiated learning styles effective with adult learnings to achieve confidence in implementing MiPHY survey and using MiPHY reports collected after the survey period..

Assign effective trainers and training techniques to assure successful training outcomes.

Develop evaluation tool(s) and other assessment methods to meet learning objectives during training.

Communicate pre-training task progress to the team.

Identify viable, cost effective training locations.

Scheduling district participation

With data management team, identify ways to respond to training participants who were unable to attend live training.



Identify trainers and assign training team to training locations.  
Build a training calendar for data management team.

**Training activities are structured for participants to receive new learning, shared practice, and mastery. These tasks include:**

Identify data management tool kit resources.

Use case scenarios to assist participants in survey implementation and later, how to make data-based decisions.

Offer rubrics for participants to assess their level of mastery.

Address contingencies in the event that participants do not achieve mastery during training.

Provide support to data management team in order to respond to a participant who failed to confidence and/or mastery related to the survey the reports.

**Post-Training Activities will include:**

Collection of training evaluations.

Summarizing training results for data management team as related to project outcomes.

Alter training design/activities based on participant feedback.

Identify, on an ongoing basis, new or existing resources to strengthen learning activities for LEAs/ISDs.

Communicate to both the data management team, and to LEAs/ISDs, training participant feedback on the project's value, benefits, and user-friendly qualities.

Link early-phase training participants with subsequent training participants as a method of building local and regional peer networks using the MiPHY and the reports.

**Continuous Improvement Training Activities:**

Update data management team on status of training cycle-before, during, and after training workshops.

Promote the data management project with educational stakeholders.

Problem solve with data management team how to meet project outcomes.

**Year One goals have been carried into Year Two. The training provider will meet the stated deadlines in sequence and may be asked to accelerate work to compensate for slow start up in Year One.**



Project Milestone (per ITB)	Training Services and Activities
<b>Year 1, Quarter 4</b>	
<p><b>Title IV SDFS Data Grant</b>                      August 1, 2006: Public Communication on Integrated System                      August 6, 2006: Develop and Implement Training of Trainers                      August 26, 2006: Establish Data Collection System Linkages                      September 2, 2006: Post Information to Web sites                      September 28, 2006: Coordinate Data Elements from PSAs, LEAs, and ISDs                      October 14, 2006: Develop Regional Training and Materials                      October 28, 2006: Validate/Verify/Approve Data Elements from PSAs, LEAs, and ISDS                      November 1, 2006: Begin Monthly Meetings                      November 20, 2006: Aggregate and Analyze Data at State Level, Develop Reports</p> <p><b>OSS/ODCP Title IV SDFS Partnership</b>                      Yearlong activities related to the work produced through both offices.                      Provide evaluation reports, as determined by annual reporting requirements.</p>	<ul style="list-style-type: none"> <li>• Design a training model to effectively deliver information and skills to implement the MiPHY online survey.</li> <li>• Create training materials and user manuals to support the training and provide support to implementers after training is completed.</li> <li>• Work collaboratively with project partners to modify, refine, and improve the training design, delivery and materials.</li> <li>• Schedule regional training activities at local ISDs for prospective participants.</li> <li>• Where necessary, arrange for video conference training and meetings, using ISD video conference equipment and facilities.</li> <li>• Assist evaluation consultants with evaluation of the training.</li>   <li>• Attend SDFS Steering Committee meetings.</li> <li>• Provide monthly summaries of progress outlining the work accomplished during the reporting period.</li> <li>• When requested, provide training-related information at SDFS Coordinators meetings.</li> <li>• Provide technical assistance to LEAs, PSAs, and ISDs, as needed, as a follow-up and support to training activities.</li> </ul>



Project Milestone (per ITB)	Training Services and Activities
<p><b>Year 2, Quarter 1</b></p> <p><b>Title IV SDFS Data Grant</b>                      December 1, 2006: Develop and Post Online Tutorial to Web                      December 19, 2006: Develop Educational Support                      January 1, 2007 Review/Endorse Data Reports by Lead State Agencies                      January 1, 2007: Make Data Available</p> <p><b>OSS/ODCP Title IV SDFS Partnership</b>                      Yearlong activities related to the work produced through both offices.</p>	<ul style="list-style-type: none"> <li>• Assist in the development of the online tutorial to ensure that it complements and is consistent with the face-to-face training of trainers.</li> <li>• Design a training model to deliver information and skills to assist local, regional, and statewide educators to review, analyze, and use data from reports of student survey results and other existing student and school data to make effective SDFS programming decisions.</li> <li>• Create training materials and user manuals to support the training and provide support for using data to make effective SDFS programming decisions.</li> <li>• Work collaboratively with project partners to modify, refine, and improve the training design, delivery and materials.</li> <li>• Schedule regional training activities at local ISDs for prospective participants.</li> <li>• Where necessary, arrange for video conference training and meetings, using ISD video conference equipment and facilities.</li> <li>• Assist evaluation consultants with evaluation of the training.</li> <li>• Arrange and coordinate, as needed, informational meetings at ISDs and state conferences about the SDFS Data Grant.</li> <li>• Provide training-related information to the Project Director.</li>   <li>• Attend SDFS Steering Committee meetings.</li> <li>• Provide monthly summaries of progress outlining the work accomplished during the reporting period.</li> <li>• When requested, provide training-related information at SDFS Coordinators meetings.</li> <li>• Provide technical assistance to LEAs, PSAs, and ISDs, as needed, as a follow-up and support to training activities.</li> </ul>



Project Milestone (per ITB)	Training Services and Activities
<b>Year 2, Quarter 2 through Year 3, Quarter 4</b>	
<p><b>Title IV SDFS Data Grant</b> Ongoing: Continue to Develop, Refine and Disseminate User Manuals for Data Collection Systems/Solicit Feedback During the Project from Constituent Groups</p> <p><b>OSS/ODCP Title IV SDFS Partnership</b> Yearlong activities related to the work produced through both offices.</p>	<ul style="list-style-type: none"> <li>• On the basis of training evaluations and feedback, modify and refine user manuals to assist in the effective understanding of information and skills related to implementing the MiPHY online survey and using data to make effective SDFS programming decisions.</li> <li>• Provide training-related information to the Project Director.</li> <li>• Attend SDFS Steering Committee meetings.</li> <li>• Provide monthly summaries of progress outlining the work accomplished during the reporting period.</li> <li>• When requested, provide training-related information at SDFS Coordinators meetings.</li> <li>• Provide technical assistance to LEAs, PSAs, and ISDs, as needed, as a follow-up and support to training activities.</li> </ul>

If changes in the project milestone dates are made under authorization of MDE, MDCH, or the USDOE, the training services and deliverables will change accordingly, subject to input and final approval by the State.

**1.102 RESEARCH AND DEVELOPMENT**

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

**Contractor Response:** Mr. LoPresto and the LTF team are continually reading, attending professional development activities and attending to new research in an effort to stay current and provide relevant and meaningful learning experiences in the training they design.

**1.103 QUALITY ASSURANCE PROGRAM**

Contractor to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

**Contractor Response:** MAISA is not currently involved in any formal Quality Assurance Program, but they are a partner with the Michigan Association of School Administrators (MASA) in the development and delivery of a voluntary certification program for school superintendents called *The Courageous Journey*. Begun in January 2006, the first cohort of *the Courageous Journey* participants have embarked on a series of professional development activities which will lead to a professional superintendent certificate after three years. *The Courageous Journey* will take participating school leaders through an exploration of Seven Points of Learning that characterize the primary roles and responsibilities associated with the school superintendency. Participants will develop personal plans to apply standards of transformational leadership practice in a manner consistent with their core values and personal vision as school leaders, and they will document the impact of their action research plans on the systems and processes within their school organizations. Each year, *the Courageous Journey* will engage 25 of Michigan’s currently practicing superintendents in a set of standards- and performance-driven learning experiences intended to increase leadership impact and achieve results.



### 1.104 WARRANTY FOR PRODUCTS OR SERVICES

Contractor shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the Contract. Contractor shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

Contractor Response: MAISA will be responsive to feedback from participant evaluations and suggestions from project managers to modify and alter training to effectively meet the project's goals.

## 1.2 Service Capabilities

### 1.201 CUSTOMER SERVICE/ORDERING

Contractor shall discuss their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**Contractor Response:** MAISA will work collaboratively with the project managers and partners to identify specific training activities and services to meet the project's goals.

### 1.202 TRAINING

Contractor shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge.

**Contractor Response:** MAISA will design and deliver training for local school district and building teams for the purpose of: 1) implementing the MiPHY online survey; and 2) reviewing, analyzing and using survey data reports to make effective SDFS programming decisions for their students. MAISA is an experienced provider of training and professional learning activities through the state association and through individual ISDs.

MAISA created the Center for Sustained Learning Regions (CSLR) to coordinate technology integration professional development activities for the Michigan Technology Implementation Project (MTIP). MTIP was a statewide federal technology challenge grant that existed from 2000 to 2003 and administered by MDE. CSLR was one of four centers that was focused on assisting classroom teachers to integrate technology more effectively into their classrooms and teaching practices. MAISA has also been the regional professional development coordinator for the statewide Freedom to Learn (FTL) program.



Over the past three years FTL has awarded over 20,000 laptops to over 200 schools and districts to implement one-to-one laptop learning. MAISA has been a direct partner, identifying, scheduling and facilitating professional development activities and training across the state of Michigan to enable teachers, tech coordinators and administrators to effectively implement this program. MAISA also schedules and helps deliver ISD and local district LEADING the Future training. This technology leadership training, funded by the Bill and Melinda Gates Foundation, is a unique, hands-on professional development opportunity that focuses on using handheld technology and specialized applications to access and use data to make informed decisions.

Effective training models and strategies will be used to enable participants to learn and be able to apply the concepts that form the objectives of training activities and fulfill the requirements of the grant. MAISA's trainers will exhibit the following requirements:

Success in Adult Learning – Training services will be delivered by individuals who have demonstrated expertise in and success with adult learners as demonstrated by breadth of experiences, reputation, and former participants' evaluations.

Use of Effective Training Design – Research on adult learning conducted by the National Staff Development Council, the Association for Supervision and Curriculum Development, and others involved in adult learning research will be utilized. The research information on teaching and learning for adults is documented and widely recognized by educational professionals. In addition, all learners will be actively engaged in the content and activities of the learning that will lead to successful growth in knowledge and application.

User-Friendly Learning Strategies – Strategies that work well with adults recognize the stages of adult learning, the experiences of the learners, learner styles, and opportunities to work collaboratively in non-threatening environments. Strategies will be used that effectively engage the learners, provide opportunities for success, and lead to retention and ability to apply the learning in meaningful situations.

### 1.203 REPORTING

Contractor shall discuss their capabilities related to generating reports. Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

**Contractors Response:** MAISA will provide monthly reports to the project managers related to the progress of the training activities for the grant. Other reports will be provided as requested to meet the goals of the project.

### 1.204 SPECIAL PROGRAMS - RESERVE

### 1.205 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. Contractor shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, bidders shall provide the results of all security background checks.



The State may decide to perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

**1.3 Delivery Capabilities**

**1.301 TIME FRAMES**

Reserved.

**1.302 MINIMUM ORDER**

Reserved.

**1.303 PACKAGING**

Reserved

**1.304 PALLETIZING**

Reserved

**1.305 DELIVERY TERM**

Reserved

**1.306 ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION - RESERVED**



**1.4 Project Price**  
**1.401 PROPOSAL PRICING**

All prices quoted will be firm for the duration of the Contract.

Cost/Rate/Price Example

Year 1	Year 2	Year 3	Total
\$78,000.00	\$100,840.00	\$85,590.00	\$264,430.00

**Year 1**

Category	Estimated	Hourly Rate	Hourly Rate Total
Training Coordinator, S. Lopresto	384 hrs.	\$75.00	\$28,800.00
Four Training Team Members: D. Shaw, M. Ginopolis, J. Perzyk, and R. Faulds	Trng.Dev. 96 hrs. Trainings 320 hrs	\$75.00 75.00	7,200.00 24,000.00
Travel Expense: Mileage & Lodging	3 trainers/20 trngs.		10,000.00
10 Survey Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 200 participants		1,500.00
10 Data Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 200 participants		2,500.00
Office Expenses: Phone, Copy Cost, Bookkeeping, etc.			4,000.00
		<b>Year 1 Total</b>	<b>\$78,000.00</b>

**Year 2**

Category	Estimated	Hourly Rate	Hourly Rate Total
Training Coordinator, S. Lopresto	384 hrs.	\$80.00	\$30,720.00
Four Training Team Members: D. Shaw, M. Ginopolis, J. Perzyk, and R. Faulds	Trng.Dev. 96 hrs. Trainings 480 hrs	\$80.00 80.00	5,120.00 38,400.00
Travel Expense: Mileage & Lodging	3 trainers/30 trngs.		16,000.00
15 Survey Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 300 participants		2,400.00
15 Data Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 300 participants		4,200.00
Office Expenses: Phone, Copy Cost, Bookkeeping, etc.			4,000.00
		<b>Year 2 Total</b>	<b>\$100,840.00</b>



<b>Year 3</b>			
<b>Category</b>	<b>Estimated</b>	<b>Hourly Rate</b>	<b>Hourly Rate Total</b>
Training Coordinator, S. Lopresto	384 hrs.	\$80.00	\$30,720.00
Four Training Team Members: D. Shaw, M. Ginopolis, J. Perzyk, and R. Faulds	Trng.Dev. 64 hrs. Trainings 320 hrs	\$80.00 80.00	5,120.00 25,600.00
Travel Expense: Mileage & Lodging	3 trainers/20 trngs.		11,750.00
5 Survey Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 100 participants		1,400.00
15 Data Trainings, Expenses: User Manuals, Video Conf. Costs, etc.	For 450 participants		7,000.00
Office Expenses: Phone, Copy Cost, Bookkeeping, etc.			4,000.00
		<b>Year 3 Total</b>	<b>\$85,590.00</b>

Please note that the time provided above are estimates only. The State does not commit procuring service in the quantities estimated above.

**STATE ADMINISTRATIVE FEE - RESERVED**

**1.402 QUICK PAYMENT TERMS**

MAISA will offer a 1.5% (one and one-half percent) discount if invoices are paid within ten (10) days.

**1.403 PRICE TERM**

(  ) Firm Fixed Price

Prices quoted are firm for the entire length of the Contract.

**1.5 Quantity term**

(  ) Requirements – Vendor agrees to supply all that the state requires

**1.6 OTHER TERMS AND CONDITIONS FOR THIS CONTRACT – RESERVED**



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

The Contract is for Title IV Data Management Training Project for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Michigan Department of Education, hereinafter known as the Michigan Department of Education. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract administrator**

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
Attn: Irene Pena, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1647  
Penai1@michigan.gov

#### 2.003 NOTICE

Any notice given to a party under this Contract must be written and 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.

#### 2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately August 16, 2006 through August 15, 2009.

**Option.** The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.



**Extension.** Upon mutual agreement between the Contractor and the State, this Contract may be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended Contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)  
MI OSHA MCL §§ 408.1001 – 408.1094  
Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.  
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.  
MI Consumer Protection Act MCL §§ 445.901 – 445.922  
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.  
Department of Civil Service Rules and regulations  
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.  
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.  
MCL §§ 423.321, et seq.  
MCL § 18.1264 (law regarding debarment)  
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.  
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.  
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795  
Rules and regulations of the Environmental Protection Agency  
Internal Revenue Code  
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)  
The Civil Rights Act of 1964, USCS Chapter 42  
Title VII, 42 USCS §§ 2000e et seq.  
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.  
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106  
Sherman Act, 15 U.S.C.S. § 1 et seq.  
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.  
Clayton Act, 15 U.S.C.S. § 14 et seq.

## 2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the 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. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 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 this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 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.

**2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 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.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations within 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.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

### **2.103 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show four (4) digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

### **2.104 RESERVED**

### **2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED**

### **2.106 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 Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division 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 Consumer and Industry Services, 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.



## **2.107 PAYROLL AND BASIC RECORDS**

Payrolls and basic records relating to the performance of this Contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

## **2.108 COMPETITION IN SUB-CONTRACTING**

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.

## **2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan 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 agreement.

## **2.2 Contract Performance**

### **2.201 TIME IS OF THE ESSENCE - RESERVED**

### **2.202 CONTRACT PAYMENT SCHEDULE - RESERVED**

### **2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED**

### **2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED**

### **2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State Contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).



## 2.206 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site, and with its own organization, according to the statement of work of this Contract, work equivalent to at least One hundred (100) percent of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contract Administrator determines that the reduction would be to the advantage of the Government.

## 2.3 Contract Rights and Obligations

### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

### 2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, 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 State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that Contractor provided in their bid.**

### 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.



## 2.305 INDEMNIFICATION

### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the 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 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.



### 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.

### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, 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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, 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 sub clause.

### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

### 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 so 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.

#### **2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages 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; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

#### **2.307 CONTRACT DISTRIBUTION**

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

#### **2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

#### **2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

#### **2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED**

#### **2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 60 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

#### **2.312 RESERVED**

#### **2.313 RESERVED**



### 2.314 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.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

Kyle Guerrant, Supervisor  
Coordinated School Health and Safety Program  
Michigan Department of Education  
P.O. Box 30008  
Lansing, MI 48909  
E-mail: [guerrantk@michigan.gov](mailto:guerrantk@michigan.gov)  
Telephone: 517-335-0565

### 2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Michigan Department of Education may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change.

### 2.502 QUALITY ASSURANCE - RESERVED

**2.503 INSPECTION - RESERVED****2.504 GENERAL WARRANTIES (goods) - RESERVED****2.505 CONTRACTOR WARRANTIES**

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. The Contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the Contract's requirements.
10. The Contractor 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 license use, as applicable, of any and all Deliverables.
11. 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 as set forth 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.
12. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.



14. 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.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB 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 changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

#### **2.506 STAFF**

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

#### **2.507 RESERVED**

#### **2.508 EQUIPMENT WARRANTY - RESERVED**

#### **2.509 RESERVED**

### **2.6 Breach of Contract**

#### **2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

#### **2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.



## 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another Contractor); 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 best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its Subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to any excusable failure condition described above and the 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.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel 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:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, 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, 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 cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.



In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to 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 the Contractor's business integrity.
5. 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, section 5, and Civil Service Rule 7. 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.

## 2.702 RIGHTS UPON CANCELLATION

**Termination Assistance.** If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

**2.703 LIQUIDATED DAMAGES - RESERVED****2.704 STOP WORK**

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the 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. Upon receipt of the stop work order, the 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) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make 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 the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b) The Contractor asserts its right to an equitable adjustment within 30 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 proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

**2.705 SUSPENSION OF WORK**

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.



A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### 2.802 TIME EXTENSIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### 2.803 MODIFICATION

Purchasing Operations reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

### 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.



If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement.

## 2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
  
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
  
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.