



STATE OF MICHIGAN PROCUREMENT
Department of Labor & Economic Opportunity
105 W. Allegan St., Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000000871**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	JetCo Solutions
	5575 Kraft Ave. SE, Ste. 100
	Grand Rapids, MI 49512
	Jon Tellier
	616-577-2165
	jtellier@jetcosolutions.com
	CV0136480

STATE	Program Manager	Renee Tober	LEO
		517-249-0241	
		Toberr2@michigan.gov	
	Contract Administrator	Jim Wilson	LEO
		517-241-0002	
		Wilsonj4@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: WDA – Grant Writing Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
05/01/2021	04/30/2024	Two- 1 Year	04/30/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$372,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STATE OF MICHIGAN

Department of Labor and Economic Opportunity, Employment and Training Professional Grant Writing Services

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of the Contract.

BACKGROUND

The Department of Labor and Economic Opportunity, Employment and Training (LEO-E&T) is responsible to provide high quality, research-based, grant proposals to achieve awards that bring critical funding to Michigan. This funding enables important programs, initiatives, projects, and related activities for local, regional, and state level talent development services that benefit all citizens. To facilitate increased numbers of such awards to the state, LEO E&T will contract the services of a professional grant writer.

SCOPE

The contractor will provide grant writing services to LEO-E&T to increase the number of grant proposals submitted and the number of submitted proposals that achieve awards. The contractor will be an expert in the professional grant writing process and assist in the improvement of the LEO-E&T's grant solicitation identification and response processes.

The contractor will be comfortable writing winning proposals for large scale, technically complex federal, state, and philanthropic grants that bring funding to state, regional, and local level workforce development services. These discretionary-funded workforce development services may include but are not limited to: 1) apprenticeship expansion; 2) sector strategies; 3) work-based learning; 4) Veteran services; 5) vocational rehabilitation services; 6) , underrepresented population inclusion and equity; and 7) credential transparency.

The contractor shall prepare grant proposals and supporting documentation to ensure compliance with all solicitation requirements, with submissions that are high quality and embody content that makes them competitive "best choices" for awards.

The contractor will assist LEO-E&T in: 1) the identification of grant opportunities; 2) recommendations of the opportunities to executive leadership, divisions, sections, and staff; 3) developing proposal concepts; writing winning proposal content; 4) ensuring timely proposal submission; 5) monitoring and reporting grant writing performance; and, 6) continuously improving the grant solicitation identification and response processes.

The contracted grant writer must compose narratives for proposals with the audience in mind and facilitate inclusion of the necessary supporting data and financial components to deliver a clear, concise, and persuasive proposal.

The contracted grant writer will complete deliverables as assigned in Section 1.1 in time frames to ensure activities produce high-quality proposals, so that demonstrable progress toward the goals stated above are meaningful and measurable.

The contracted grant writer is NOT responsible for costs associated with logistics planning and venue costs (and associated costs such as meals) for face-to face trainings. Applicant(s) awarded this grant shall comply with all state and federal regulations.

REQUIREMENTS

1. General Requirements

The Contractor will provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below, in consultation with the State Office. LEO-E&T will

utilize the services of the Contractor to perform some or all the following tasks in the planning and execution of each activity.

1.1. Work and Deliverables

The contracted grant writing service provider shall perform the following tasks and duties:

Note: The Program Year (PY) begins October 1 and concludes September 30 of the following year

Job Duty A Identify grant opportunities. Planning Phase

1. Mine for all federal and state governmental and philanthropic grant opportunities that can support LEO-E&T mission and goals.
2. Create and document a list of potential funders and related search information, including websites.
3. Monitor these organizations and sites for potential grant opportunities.
4. Based on LEO-E&T's mission, goals, and funding needs, select opportunities to recommend for proposal development.

Getting Started.

JetCo Solutions, LLC (JetCo) proposes to begin our engagement with a kick-off meeting and our deliberate, proven on-boarding process shown below.

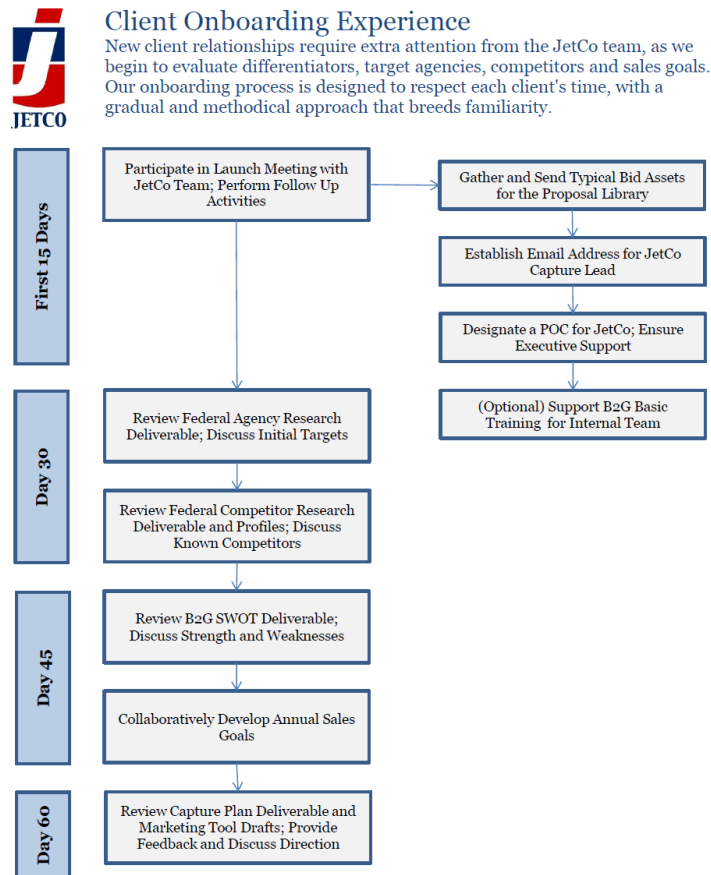


Figure 15 – JetCo On-Boarding Process

JetCo will begin by creating an internal account profile for each LEO-E&T division/section in our Salesforce system which has been in use since 2010. Below is an extract of our profile record.

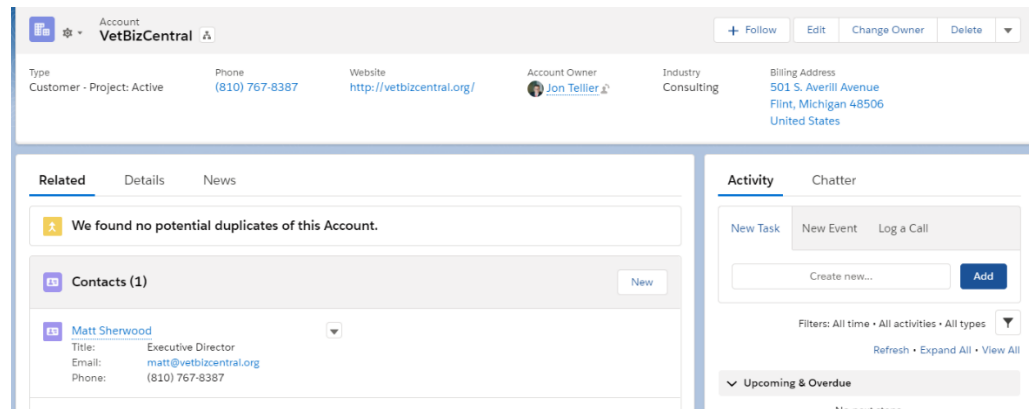


Figure 16 – JetCo Solutions Account Extract

This account profile includes important information on the LEO-E&T division/section, contact information, dashboard reporting, and associated grant opportunity name and current status. Once the appropriate accounts have been created, reviewed, and approved, JetCo will schedule and execute a kick-off meeting to confirm the engagement details, understand the client capabilities and requirements and identify the research requirements. A separate meeting for identification and discussion of proposal assets is held on a separate day to prevent “meeting fatigue.” An example kick-off meeting agenda is presented below.



Section 1: Introduction and Welcome

1. Engagement Confirmation Details

Legal Company Name	Datamatics Global Services
Specific Product or Service to be Sold	Datamatics is a BPS organization that specializes in F&A solutions. We also offer data management and Cloud migration solutions. Some additional offerings include a Fare Automation Collection software, professional IT staffing services, call-center support, AI supported RPA tools.
Public Sector Past Performance	No
Targeted Levels of Government	All
Geographic Scope	National
Scope of Services	Comprehensive Research, Writing and Capture
GSA Schedule in Place?	No
Company Ownership Information	Corporation

2. High Level Capabilities and Government Contracting History

DATAMATICS has the floor to summarize capabilities, past efforts, successes, challenges.



AFC Story.pptx



Corporate Overview.pptx

3. Communication

- Points of Contact – JetCo
- Points of Contact – Client
- Sales Goals and Metrics for Reporting
- Communication / Status Meeting / Newsletter / Invoicing

Section 2: Research Foundations

- Salesforce – Tracking System
- Foundation & Registrations
- Search Terms

NAICS Codes Selected

Primary & Secondary NAICS codes – 541511, 541512, 541611, 518210, 522320, 541513, 561110, 323111, 541613, 611420, 561410, 521110, 561990, 423420, 519190

Figure 17 – JetCo Solutions Kick-Off Agenda

At this point, we consider the account as established and active. An active account will allow our team to track all LEO-E&T grant opportunities and their current status whether it is active or closed and the reasons for the closure.

A comprehensive overview of our on-boarding process is captured in Attachment 6 - Client Welcome Packet.

Mining Opportunities.

JetCo employees a combination of research associates and tools to identify grant and contract opportunities. For this effort we will use [GRANTS.GOV](#) and our proprietary GovWin ([My GovWin](#) | [GovWin IQ](#)) subscription. GovWin is acknowledged as the premier solution that enables businesses to manage opportunities, pursue bids faster, and plan strategically to get ahead of the competition.

In the complex, fragmented world of government contracting, understanding the constantly-changing terminology can be a challenge. Government agencies and vendors frequently use inconsistent language when describing projects or requirements, making it difficult for vendors to identify potential projects for which they may be a good fit.

We maximize GovWin's Smart Tags which is the ontological tagging of government contracting opportunities. Smart Tags close the gap and eliminate friction between agencies and vendors by using a unique, holistic approach to project classification,

making it easier for users to discover more opportunities in the federal, state, local, and education markets.

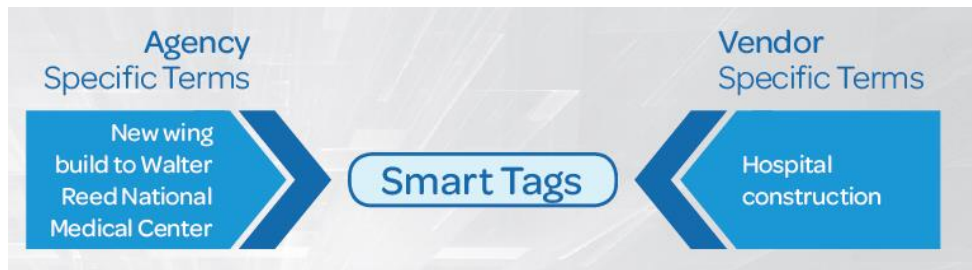


Figure 18 – Smart Tags

Documented Lists.

JetCo classifies all opportunities it enters into Salesforce on behalf of our clients utilizing stages and a sophisticated workflow. For LEO-E&T we will break down the opportunity status into two major categories. For opportunities with a documented due date, they will be categorized as submitted to client (STC), in proposal price queue (PPQ), and closed. Within the closed status, they can further be categorized as Closed – Won, Closed – Passed, Closed – Lost, or Submitted Pending Agency Evaluation.

Opportunities and grants that are “forecasted” or have a “pre-solicitation” status are logged into our system as a targeted capture. We capture all the pertinent and important opportunity metadata in Salesforce along with the projected release date(s).

An example of our opportunity status workflow is shown below.

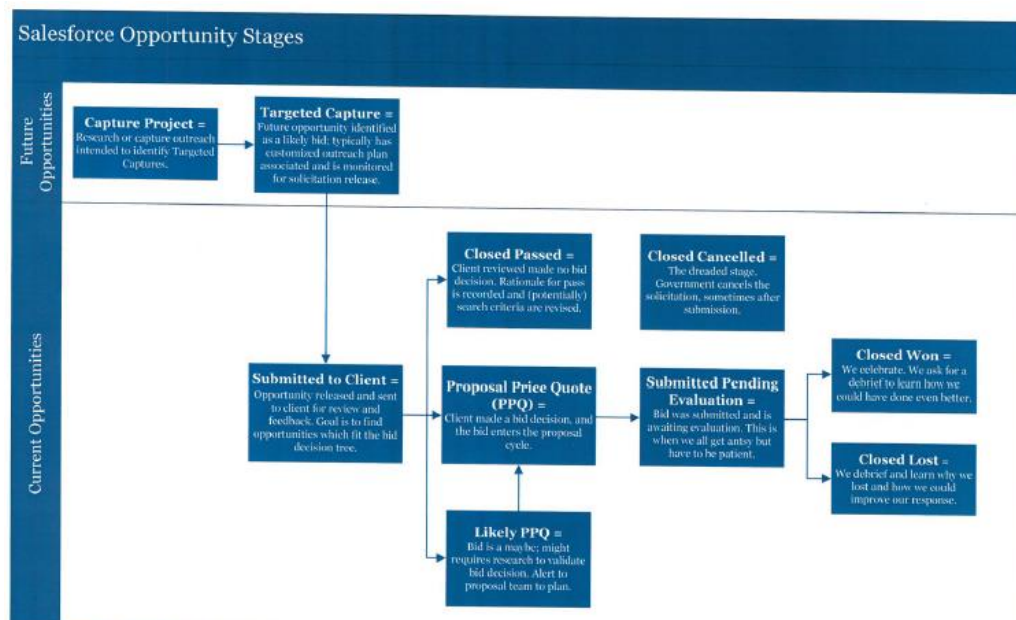


Figure 19 – Salesforce Stages

JetCo Solutions recommends as a best practice that LEO-E&T have a weekly meeting(s) to discuss current and future opportunities. We have developed a very detailed meeting agenda to account for all active opportunities and their corresponding status. An example of this agenda can be found in Attachment 1 – Program Overview.

As part of our on-boarding process, JetCo Solutions develops a “bid decision tree” for each one of our clients. These trees are not meant to be static but can be updated periodically based on client input or if we see or detect an excessive pass rate. The bid decision tree is a series of decisions JetCo goes through on individual grant or contract opportunities to ensure we are sending the best opportunities to be considered for pursuit.



1. Inform LEO-E&T divisions and sections of upcoming appropriate opportunities.
2. Develop one-page opportunity recommendation overviews that include a summary, advantages, disadvantages, and chances for success.
3. Promote and identify upcoming grant opportunities with appropriate LEO-E&T divisions, sections, and/or staff.
4. Monitor recommendations to ensure timely go/no-go decisions for proposal development.

When an opportunity is found, JetCo will enter it into our SalesForce system to document all relevant information needed to monitor timelines and status and recommendation reports. While a grant is open, JetCo will communicate with LEO-E&T to determine bid/no bid decisions and move and monitor the opportunity throughout its lifecycle, while keeping the team up to date should any amendments be released. JetCo will create reports for weekly status meetings and compile it into a spreadsheet agenda for the LEO-E&T to review from SalesForce. An example of a status meeting spreadsheet is given in Attachment 1.

Version 10 (4/2020)

award notices. JetCo's capture/project manager will regularly follow up with contracting officers from submitted grants for award notification information. All feedback, both notes on why the LEO-E&T gives a no-go decision for the opportunity and why they want to pursue it, will be compiled in our internal systems to better refine our decision-making process in the future.

Recommendations.

JetCo Solutions utilizes a sophisticated bid – no-bid methodology. This can be viewed in Attachment 5 - Bid - No Bid Worksheet.

The process works on two axes. One is risk and the other is opportunity. Through a series of questions on both topics, the individual comes up with a score that may be weighted and then plots the point on the quadrant chart. An individual can add a bid – no-bid line to assist them in determining the proposed outcome.

We recommend developing one for each LEO-E&T section or division based on an internal review of goals, outcomes, and desired interests.

An example of our methodology is shown below.

Opportunity–Risk Assessment Grid (Bid vs. No Bid)



Figure 21 – Bid – No-Bid Matrix

Promote.

Opportunities are promoted, monitored, and discussed weekly with clients. An example of a status meeting spreadsheet is given in Attachment 1 – Program Overview.

Go/No-Go.

JetCo will adjust the tags within the system and keep a note of any details that would result in a no-go decision on an opportunity, saving them time by only presenting them with appropriate leads. Each LEO-E&T is unique and has specific research needs and goals to pursue. Our team honors every need and concern that your team has. A no-go or go decision can result for many reasons and we like to capture those reasons to apply our

researching resources properly. This ensures our time is focused on the right things that offer the most benefit to LEO-E&T. We document the reason why we do or do not pursue an opportunity allowing us to be more strategic in our work.

Job Duty C Assist with proposal concept development. Planning Phase

1. Review grant solicitations and understand elements that will contribute to a successful proposal.
2. Develop and distribute an "Outline for Success" that includes key elements that must be considered to achieve the desired grant award.
3. Work with subject matter experts (SMEs) in each area to ensure solicitation elements are understood.
4. Collect a written concept from appropriate LEO-E&T divisions, sections, and/or staff that aligns with the solicitation requirements.
5. Identify gaps in the concept based on the solicitation requirements.
6. Resolve any solicitation questions, as needed, to clarify focus and intent of the grant opportunity.
7. Work with the appropriate LEO-E&T staff to ensure questions are answered and concept is appropriate, presented to and approved by leadership.

Review.

For proposal development, JetCo will assign a dedicated proposal manager to work directly with each LEO-E&T and all necessary subject matter experts. The proposal manager reviews all grant documentation and develops a comprehensive outline that details all response requirements, statement of work details, evaluation factors, and submission instructions.

Additionally, during this phase, JetCo and LEO-E&T will determine whether there is a sufficient high Probability of Win (P-Win) and whether enough preparations have been completed to move to the Proposal Planning Phase. For pursuits that continue, JetCo assigns a proposal manager and provides resources for establishing the proposal team.

Outline for Success.

Note. The outline created by JetCo for this bid opportunity can be found in Attachment 2, Exhibit 3. We used it to craft our response. It is modeled after the Shipley 94 step model.

Included within the outline is a comprehensive timeline that details all key dates of proposal milestones such as completing all solutioning, due date of the first draft, color review dates, pricing deadlines, and our internal submission deadline typically set 24 hours before the close time. With this outline completed, the proposal manager will kick off that project with the LEO-E&T. During this initial kickoff, the proposal manager may uncover additional details not originally noticed within the solicitation, and the opportunity may turn into a no-go. The proposal manager will take time during the kickoff to ask the LEO-E&T questions about their product or service and how it is best meets the need of the opportunity to help our team develop Win Themes which will be worked through the proposal to provide the best supporting evidence to their claims.

An overview of our standard proposal management steps is listed below.

- Complete review solicitation materials and background
- Create proposal plan, requirements-driven outline, and timeline for proposal development and submission
- Conduct solutioning interviews; guide Client and team members on content needed for draft development
- Conduct purple review to ensure requirements are completely met
- Write draft response
- Conduct red review for message, proof statements, graphics
- Recover from red review; revise draft response
- Conduct gold review for final win themes, other improvements
- Recover from gold; finalize bid response for submission
- Support Price to Win (PTW) support for Cost Volume
- Support Client on submission as needed (not including production of hard copies)

Solicitation requirements.

JetCo will follow the proposal management process below to ensure solicitation requirements are identified and that the LEO-E&T divisions/sections provide content that supports the concept and solution.

Gaps.

Upon the conclusion of this discussion, the proposal manager and their internal team conduct what is called a Purple Review. During this review, the team assesses the currently gathered information and what the SME's have been tasked to collect. This allows the proposal manager to see any gaps that remain in the collected information or any concerns about the LEO-E&T's ability to fully meet requirements.

Resolve gaps.

With this list of gaps, the proposal manager sets up another meeting with the relevant SME's to fill in any remaining gaps and answer any additional questions. These discussions might happen over multiple meetings to thoroughly gather the needed information.

Answer Questions.

Upon the release of an amendment or question or answer document, the proposal manager will send out the updated information to all parties and discusses any major changes to the solicitation or further questions that may arise.

Job Duty D Develop winning proposals. Execution Phase

1. Prepare grant proposals and supporting documentation to ensure compliance with funding requirements.
2. Collect needed information from SMEs to place in appropriate sections against solicitation criteria to ensure maximum "points" are achieved in each section.
3. Develop and deliver appropriate narrative and related documentation to ensure a competitive proposal submission.

4. Provide consultation with LEO-E&T staff throughout the process, ensuring solicitation requirements are thoroughly addressed.
5. Prepare proposals based on approved concepts by gathering and formatting information, writing drafts, and obtaining approvals.
6. Locate, identify, research, collect, and analyze data as required to produce a persuasive proposal.
7. Provide research and research assistance as necessary to ensure compelling proposal content.
8. Develop language for both the grant solicitation narratives and supporting data including, charts, tables, and diagrams to illustrate information (digital and graphically).
9. Prepare supplemental documents (attachments and appendices) required for grant proposal submission.
10. Communicate effectively with all associated LEO-E&T staff during the grant proposal development process, attending all planning, execution, and update meetings.
11. Assemble proposal information including project overview and scope, objectives, outcomes, deliverables, implementation plans, methods, timetable, staffing, budget, performance and goals, and evaluation.
12. Write, revise, and edit drafts including executive summaries, abstracts, and organization and staff qualifications information.
13. Prepare proposal presentation formats by evaluating text, graphics, and images to ensure a professional persuasive result for submission.

To best explain our full proposal execution process, JetCo has developed a flowchart specifically for our proposal management process flow which can be found in Attachment 2, Exhibit 4.

After a thorough discussion with the relevant SMEs, the proposal manager will draft a written response to all requirements laid out in the grant application. This written response is continually checked against the requirements matrix section of the created outline. This allows the proposal manager to reference and audit against what has been addressed and what items still need to be collected from SMEs.

The written response generally (if allowed by application) will follow the order and flow of the grant application document and is prepared in a manner that will be easiest to read, review, and evaluate. By following the order and using the headings presented in the application, JetCo's responses are designed to be easily evaluated by the appropriate grant application review teams.

To further help the readability of proposals, JetCo carefully selects important callout boxes and creates engaging graphics that support the written response, when allowed by submission requirements. These graphics help break up long swaths of text and present data and information in a more digestible format than words alone. All graphics are standardized throughout the document in accordance both with the LEO-E&T's branding standards as well as with the application requirements. Should there be any lengthy documents or exhibits be beneficial to the proposal, JetCo will create appendices for all supplemental information, cross-referencing each exhibit within the proposal volume.

Throughout the writing process, the LEO-E&T is kept up to date on the proposal progress and open items needed from the team. The timeline provided to the LEO-E&T in the initial outline document is agreed upon at the kickoff meeting and is used as a guide for the proposal management timeline due dates for solutioning, drafting, color reviews, revision

recovery, and submission. Storyboards or a template are created to aid in the understanding of the formation of the draft. This lays out all required information and exhibits that need to be included in the proposal and allows for SMEs to be assigned tasks and review sections more easily. Often this storyboard or template follows evaluation criteria to ensure the application can achieve the highest points for those sections.

JetCo focuses on generating new, fresh content for each bid response, ensuring the response aligns with the grant application needs. Our proposal management team will create a proposal library that will contain common attributes of the respondent's processes and procedures that can be manipulated to apply to the active grant proposal. Common assets developed are executive summaries, abstracts, organizational charts, staffing plans, and graphics or branding content. All files and documents required for the response are uploaded to a local SharePoint site where the LEO-E&T can access live versions of the documents. This allows the LEO-E&T to stay up to date and have easy access to all files.

During the writing process, any research that is required will be completed by the JetCo designated researcher. This research helps to support the content written in the drafts and to help the LEO-E&T to accurately price their grant proposal.

The written drafts go through different color reviews. Each review has a specific goal in mind and has a recovery period to ensure any changes are accounted for and updated. All drafts are reviewed to ensure JetCo is capturing the intended responses needed for a compelling application. Once final reviews are conducted, JetCo will ensure the proper submission requirements are met for the application and communicated to the LEO-E&T team throughout the process.

After the full completion and recovery of the red review, all remaining gaps should be filled or have a plan to be filled in a timely manner. Nearing the completion of the project, a Gold Review is conducted where the focus is on general readability, the document's formatting, and overall look over the page. This review ensures that the proposals are not only visually appealing but checks that all graphics are spaced out neatly and are referenced properly within the text.

With the Gold Review completed, the draft is sent to the program manager for one last review called a White Glove Review. During this review, the document is in its presumed final state as a PDF or other required final format, and the program manager searches for any lingering issues within the document such as checking that the page numbers are correct, all exhibits are properly labeled, and that no errors occurred when the Word file was converted to a PDF. Only after all checks is the document ready to submit upon the approval of the LEO-E&T contact.

Job Duty E Ensure timely proposal submission and quality. Execution Phase

1. Meet proposal deadline by establishing priorities and target dates for information gathering, writing, review, approval, and transmittal.
2. Prepare grant proposals and supporting documentation to ensure compliance with solicitation requirements.
3. Assist in obtaining approvals as needed by reviewing proposal drafts and edits with key SMEs, staff, and project managers.

4. Prepare grant proposals and supporting documentation to ensure compliance with solicitation requirements.

Proposal Deadlines.

At the start of the proposal process, the proposal manager will create a proposal scheduled to mark key dates as seen in the outline provided in Attachment 2, Exhibit 3, and shown below. In creating this schedule, JetCo always plans on submitting responses one day early for digital responses, and in the case of a hard copy submission, JetCo plans to mail out the proposal two days before the deadline and mail via priority overnight shipping.

Section 3: The Schedule

Solicitation Release	1/4
Outline Distributed	1/7
Site Visit	N/A
Questions Due	1/11
Kickoff Meeting	1/8
Solution Finalized	1/15
Purple Review (JetCo)	1/15
First Draft Completed	1/21
Initial Price to Win	1/20
Draft Distributed to Team	1/21
Red Review (Team)	1/22
Price to Win Completed	1/25
Revisions Completed	1/25
Gold Review	1/25
Pens Down!	1/25
White Glove/Final checks	1/26
Send/Upload Bid	1/26
Close Date	1/27

Figure 22 – JetCo Proposal Preparation timeline for LEO-E&T Submission

Proposal Preparation.

When the draft has been fully completed and gone through its Red Reviews, JetCo will conduct an internal Gold Review where we review the document(s) once again, but this time focusing on the formatting of the document, the conciseness of the text, and the overall presentation. As all writing edits should be done at this time, the team will focus on making sure graphics are properly displayed and labeled following all instructions.

Approvals.

At the beginning of a new proposal opportunity, the proposal manager will ask the LEO-E&T who is to be the main point of contact on their team and who is in charge of approvals. This allows for a faster submission process as everyone knows who needs to approve the final proposal.

Solicitation Compliance.

Upon the conclusion of the Gold Review Recovery, the proposal manager will send the document to the relevant LEO-E&T contact for final approval through email. Once JetCo receives final approval, the documents are saved and converted into the required file

format and the program manager conducts a White Glove Review. This review is to ensure the document correctly converted file formats without any odd errors and to catch any lingering issues missed from previous reviews. If everything looks correct, the program manager will submit the proposal on behalf of the LEO-E&T by following all submission instructions found in the solicitation.

Job Duty F Monitor and report performance. Evaluation Phase

1. Measure and track success of contracted grant writing services to be reported on a minimum quarterly basis.
2. Metrics should include, but are not limited to:
 - Number of grant opportunities identified.
 - Number of identified grants selected for proposals.
 - Number of grants written.
 - Number of grants with timely submission.
 - Number of grants awarded.
 - Percentage of grants awarded vs. submitted.

JetCo's assigned program manager will meet with each LEO-E&T on a weekly basis to go over all metrics related to grant opportunities. These metrics are kept up to date within our Salesforce system and pulled into an easy-to-read dashboard an example of which can be found in Attachment 2, Exhibit 5, and shown below.

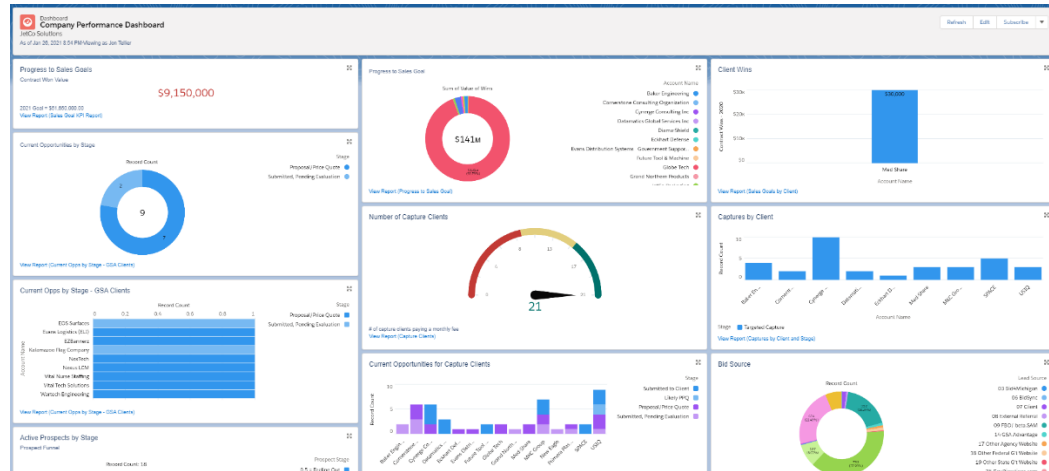


Figure 23- JetCo Solutions Salesforce Dashboard Extract

We will create a dashboard to capture the metrics listed above and agreed upon by LEO-E&T.

JetCo Solutions will also produce a quarterly report to capture the metrics listed above and agreed upon by LEO-E&T. An example quarterly report is shown below.

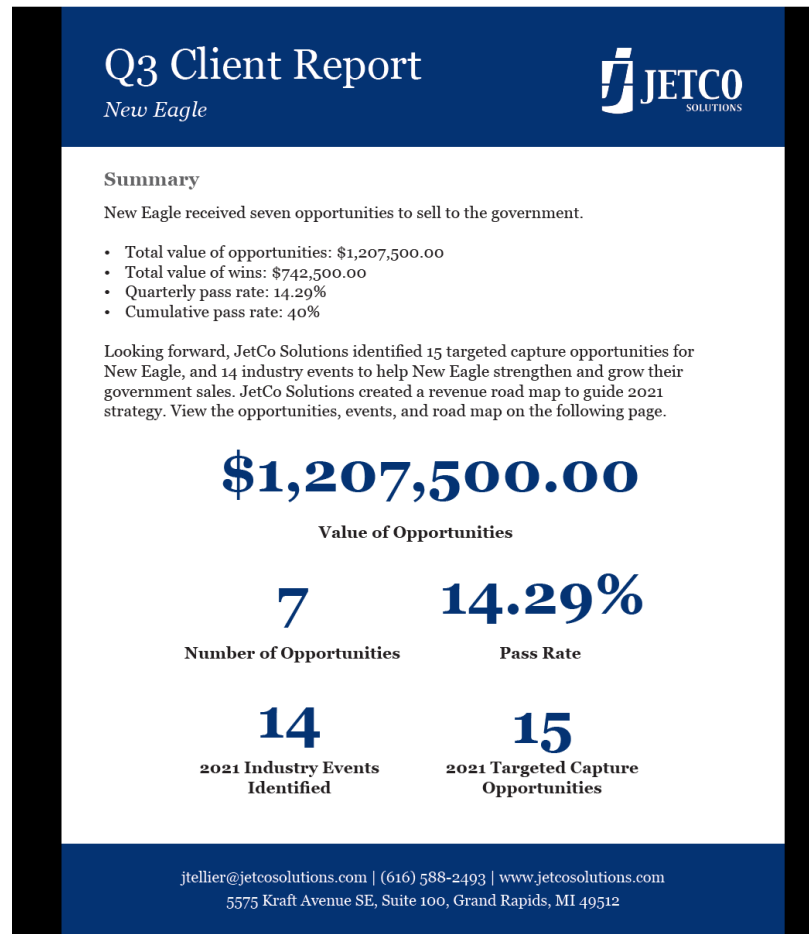


Figure 24- JetCo Solutions Salesforce Dashboard Extract

Job Duty G Continuously improve the process. Evaluation Phase

1. Improve proposal-writing results and increase numbers of awards for the state by evaluating processes and assisting in the improvement of processes, approach, coordination, templates, and boilerplate.

Upon the conclusion of each opportunity submission process, the proposal manager will put together a full autopsy on the proposal. This autopsy details any concerns that either JetCo or the LEO-E&T may have had at the start, and how those concerns were handled within the written response, allowing us to track what may have caused a lost proposal or less than excellent proposal evaluation.

This document creates a talking point for any pain points during the process that needs to be addressed by JetCo or the LEO-E&T, allowing us to refine our process in working with that specific LEO-E&T or even on certain types of proposal responses.

JetCo has learned to adapt to each of our client's needs and adjust to the market. For example, a client specializing in concrete floor polishing struggled to win contracts from

lower-cost competitors. Once JetCo realized that issue, we switched our strategy to only pursue bids with high-level bonding requirements—something that those smaller businesses could not provide. Since then, this JetCo client has secured a total of 39 wins for a total of \$3,142,728.00 with a 40% conversion rate on all submitted bids.

2. Services Levels

2.1. Time Frames

All Contract Activities must be delivered as stated from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

JetCo asserts that all Contract Activities will be delivered as started from the receipt of order. We will schedule meetings with each LEO-E&T as necessary to complete stated tasks.

3. Acceptance

3.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: Upon receipt of final project report, services/deliverables will be reviewed by LEO-E&T staff to assure activities were completed in a timely and sufficient manner.

JetCo accepts all acceptance, inspection, and testing requirements. We will submit the final project report and services/deliverables to be reviewed by LEO-E&T staff to assure activities were completed in a timely and sufficient manner.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint 1 individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

The Contractor must appoint a Project Manager, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative: Jon Tellier, President

Phone: (616) 916-3306

Email: jtellier@jetcosolutions.com

Project Manager: Jessica Sweet, Vice President

Phone: 616.577.2165

Email: jsweet@jetcosolutions.com

4.4. Work Hours

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

JetCo asserts that all Contract Activities will take place during the State's normal working hours and possible nights and weekends, as needed.

4.5. Key Personnel

The Contractor must appoint 1 qualified Grant Writer and a Primary Point of Contact individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

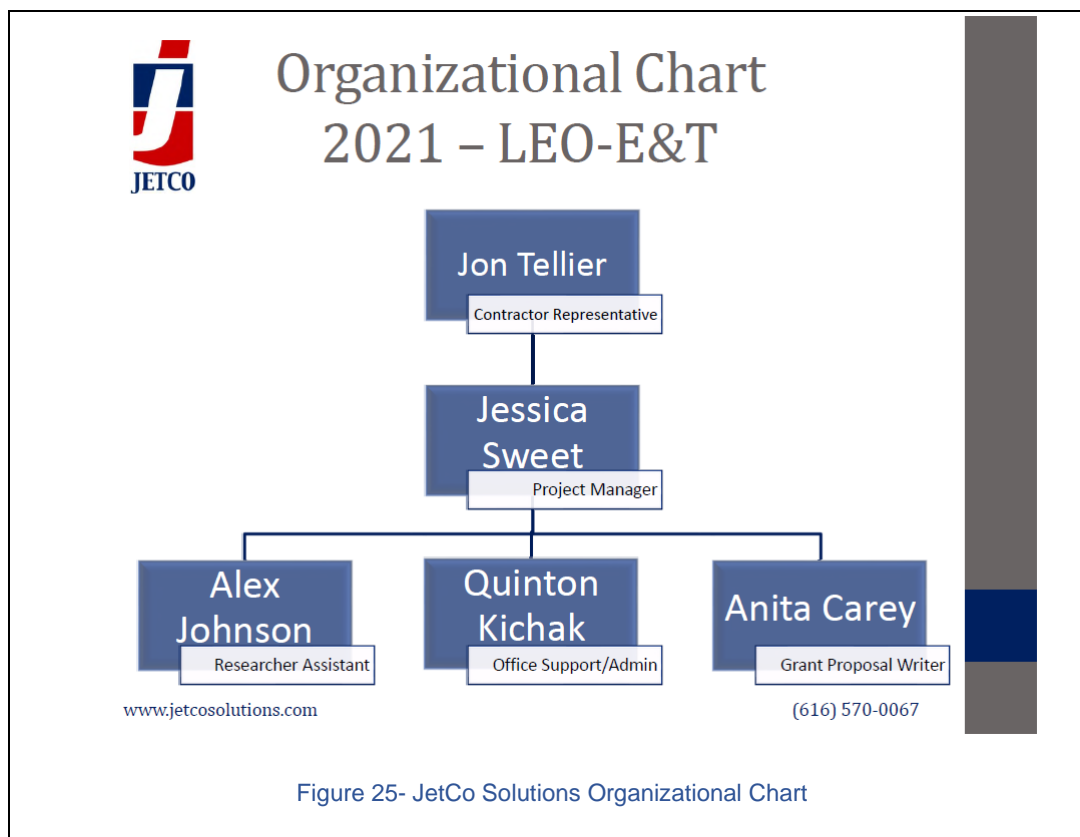
(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

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

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

4.6. Organizational Chart

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



4.7. Disclosure of Subcontractors

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

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

JetCo does not intend to use any subcontractors to complete this contract.

4.8. Security

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The bidder's staff may be required to make deliveries to or enter State facilities. The bidder must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

JetCo Solutions recognizes the security measures the State of Michigan employs to safeguard facilities and employees. We have similar requirements and assure the State of Michigan that both of our offices are secure locations that are locked 24/7 and only

accessible by approved personnel with a validated key fob. For all visitors, a sign-in roster is provided.

JetCo does not anticipate routinely accessing State facilities. When we do, our employees will have identification and wear State issued identification badges.

JetCo Solutions utilizes DK Security for background checks. We also are currently pursuing a CMMC Level III certification.

4.9 Access to Tax Information

The Contractor must comply with the requirements of IRS Publication 1075 (including Exhibit 7 Safeguarding Contract Language) and Michigan Department of Treasury Safeguard Requirements of Confidential Tax Data.

JetCo complies with all requirements of IRS Publication 1075.

5. Project Management

The Contractor will provide a project plan for each activity. A purchase order (referred to as DO-Delivery Order in this contract) number will be generated from the project plan and is necessary in order to pay invoices submitted relating to the activity. The project plan will include a description of the activity, timeline, milestones when applicable, an estimated budget, and tracking to illustrate progress towards completion. See 6.3 Procedure.

5.1. Project Plan

Projects will be initiated using the following procedure:

1. The Contractor will meet with the LEO-E&T Project Manager, as necessary, for direction and to discuss the specifics of each project undertaken.
2. The Contractor shall not begin any work on any project before the LEO-E&T Project Manager has given formal written approval of the project plan and the project budget.
3. The Contractor must confer with the LEO-E&T upon request of the Project Manager to initiate services, requests, review material, review progress, discuss problems, obtain advice and counsel.
4. The Contractor shall not make any changes to a projects budget before the LEO-E&T Project Manager has given written approval.
5. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the LEO-E&T Project Manager.

JetCo complies with all project plan requirements and will deliver a project plan for each activity. To meet the State of Michigan's needs, JetCo will be following our standard kickoff process for each new LEO-E&T that we undertake. This kickoff will include a welcome packet along with a meeting agenda.

5.2. Reporting

Note: When the report due date falls on a weekend, the report will be due the first Monday after the due date.

1. Quarterly

*Due the 20th of the month following the end of the quarter. (Ex. 10/20/20, 1/20/21, 4/20/21, *7/20/21.)*

*Fourth quarter report may be part of the annual report (due 45 days after the close of the program year) rather than separate but must include quarterly reporting requirements for those activities and be in a separate section of the annual report.

Narrative of all activities ongoing (including percent completed to date) and completed activities. For completed trainings, report must include sign in sheets, a copy of materials used as appropriate, other relevant materials, evaluations, and evaluation summary.

Financial reporting must include a summary of expenditures and payments to date and by activity (ex. for a training-total costs for that training).

JetCo will comply with all quarterly reporting requirements.

2. Annual

Due 45 days after the close of the program year. (No final report will be due for PY2020-21.)

Comprehensive narrative of activities completed; ongoing activities and percent complete; evaluation copies and summary evaluation of the effectiveness of the year's activities; description of draft plan of activities for the upcoming year.

Complete financial report with expenditures, payments and by activity. The LEO-E&T may send a required budget template for year-end financial reporting.

JetCo will provide the necessary annual reports to the State of Michigan. To provide the most accurate data, JetCo uses Unanet and SF as our primary time and opportunity tracking software systems. Each system is uniquely built to maintain activities and effectiveness of performance over time.

An example report extract is shown below.

Project Organization: PRO-0003

PROJECT / TASK	PROJECT / TASK SCHEDULE					PROJECT / TASK METRICS							
	DATE RANGE	BUS. HOURS	% ELAPSED	% COMPL.	FUNDED VALUE	HOURS	BILL \$			COST \$			
							LABOR	EXP.	TOT.	LABOR	EXP.	TOT.	
PROJ_0003_DOUBLEA	9/18/2020 - 12/21/2099	165,416.00	0%	* 100%		Actual	13.50	0.00	0.00	0.00	231.70	0.00	231.70
Condition: Green Status: Submitted Pending Evaluation (SPE) Type: BILLABLE Title: 200000002302						Budget							
						Est. Tot.	13.50	0.00	0.00	0.00	231.70	0.00	231.70
						Under (Over) Budget	(13.50)	0.00	0.00	0.00	(231.70)	0.00	(231.70)
						Actual / Budget	0%	0%	0%	0%	0%	0%	0%
						Actual / Est. Tot.	100%	0%	0%	0%	100%	0%	100%
Project Requirements Review	BOT - EOT	417,432.00	60%	* 100%		Actual	1.00	0.00	0.00	0.00	17.16	0.00	17.16
Status: Active						Budget							
						Est. Tot.	1.00	0.00	0.00	0.00	17.16	0.00	17.16
						Under (Over) Budget	(1.00)	0.00	0.00	0.00	(17.16)	0.00	(17.16)
						Actual / Budget	0%	0%	0%	0%	0%	0%	0%
						Actual / Est. Tot.	100%	0%	0%	0%	100%	0%	100%

Figure 26- JetCo Solutions Unanet Time Tracking Report Extract

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (commonly referred to as a Purchase Order).

Bidder Response to Task:

JetCo will comply with all Delivery Orders.

7. Invoice and Payment

7.1. Invoice Requirements

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of the billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices.
- B. All invoices submitted to the State must include: (a) date; (b) delivery order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) number of hours worked on the project (including names) and (h) total price.
- C. Payments will be made upon approval of the LEO-E&T Program Manager. All invoices must reflect actual work done.
- D. The State shall reimburse the Contractor only for services and/or materials authorized by the LEO-E&T Program Manager. Payment shall not exceed the amount approved by authorized budget without submission and approval of revised estimate.
- E. The State will only reimburse travel expenses at the State's current travel reimbursement rates. See www.michigan.gov/dtmb for current rates.
- F. The Contractor must make timely payments to all subcontractors without waiting for LEO-E&T payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- G. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.

JetCo will comply with all invoicing requirements.

7.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer within 45 days of receipt of invoice.

7.3. Procedure

Project payments will be initiated using the following procedure:

- 6. The Contractor will provide the project plan and budget for each project undertaken to the LEO-E&T Project Manager.
- 7. The LEO-E&T Project Manager will approve of the project and project budget in writing to the Contractor.
- 8. A Delivery Order (commonly referred to as a Purchase Order) will be issued to the Contractor in the amount of the project plan's budget.
- 9. The Contractor will submit invoices meeting the invoice requirements above and reference the Delivery Order number in order to receive payment.

JetCo will follow all required procedures for project payments.

8. Pricing

8.1. Price Term

Pricing is firm for the entire length of the Contract.

STATE OF MICHIGAN

Request For Proposal No. 210000000573
LEO-E&T Professional Grant Writing Services

SCHEDULE B PRICING

1. The Contractor must provide a bid amount that includes all labor costs, travel, or overhead related to the tasks specified in the Statement of Work using the attached Budget Form (Schedule B-2). The bid should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional bid in a non-modifiable format (e.g., PDF). Failure to provide a bid as requested, may result in disqualification of your proposal.
2. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
3. Please provide a total detailed estimated budget, providing a break-down of expenditures by activity, where possible.

Note: The Contractor is NOT responsible for the logistical costs of face-to-face training, including the venue cost, food, and technology needs.

EXHIBIT B

PRICING SCHEDULE

Contractor shall invoice the LEO-E&T on a fixed hourly rate basis for the performance of the services described in the Statement of Work. The fixed hourly rate herein shall remain firm for the entire duration of the contract period.

Labor Category	Contractor Proposed Hourly Rate (\$/hour)
Project Lead/Grant Proposal Writer	\$92.00 per hour
Grant Proposal Writer/Researcher	\$81.00 per hour
Research Assistant and Office Support	\$22.00 per hour

Mining Fee= \$2,000 fixed fee per month.

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less

than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal

awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and 12689 ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated

items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.
- (3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

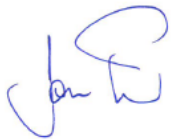
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, JetCo Solutions certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jon Tellier, President

January 26, 2021

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and [Insert Company Name] ("**Contractor**"), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on March 16, 2021 ("**Effective Date**"), and unless terminated, expires on March 15, 2024.

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

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Jim Wilson 200 S. Washington Square Lansing, MI 48933 wilsonj4@michigan.gov 517-241-0002	Jon Tellier, President 5575 Kraft Ave Suite 100 Grand Rapids, Michigan 49512 jtellier@jetcosolutions.com (616) 588-2493

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

State:	Contractor:
Jim Wilson 200 S. Washington Square Lansing, MI 48933 wilsonj4@michigan.gov 517-241-0002	Jon Tellier, President 5575 Kraft Ave Suite 100 Grand Rapids, Michigan 49512 jtellier@jetcosolutions.com (616) 588-2493

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

State:	Contractor:
Renee Tober 201 N. Washington Square Lansing, MI 48933 Toberr2@michigan.gov 517-249-0241	Jessica Sweet, Vice President Client Services 5575 Kraft Ave Suite 100 Grand Rapids, Michigan 49512 jsweet@jetcosolutions.com (616) 577-2165

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

Required Limits	Additional Requirements
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

Required Limits	Additional Requirements
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

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

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

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

7. Reserved

8. Reserved

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

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

11. Staffing. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. Background Checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

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

14. Change of Control. Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any

consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

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

17. **Reserved**

18. **Reserved**

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

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

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

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

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

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

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

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

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

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

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

26. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other

violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State’s legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor’s Confidential Information will be destroyed after the retention period expires.

32. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor’s obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information

security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

Payment Card Industry Data Security Standard.

- f. Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- g. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- h. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

33. Reserved

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must

cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

- 35. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 36. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 37. Compliance with Laws.** Contractor must comply with all federal, state, and local laws, rules, and regulations.
- 38. Reserved**
- 39. Reserved**
- 40. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 41. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 42. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

43. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
44. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
45. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

46. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
47. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
48. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A

Statement of Work

[Note: Additional Schedules and/or Exhibits to be included once the contract is finalized.]

49. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.