# STATE OF MICHIGAN
# ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B5500105**

| CONTRACTOR | |
|---|---|
| | Institute for Leadership Fitness, LLC |
| | 5715 Windspirit Ct., |
| | Waterford, MI 48327 |
| | David Chinsky |
| | (866) 960-5323 |
| | david.chinsky@instituteforleadershipfitness.com |
| | *******2291 |

| STATE | | | |
|---|---|---|---|
| | Program Manager | Jim Willems | SW |
| | | (517) 335-2109 | |
| | | willemsj@michigan.gov | |
| | Contract Administrator | Joshua Wilson | DTMB |
| | | (517) 284-7027 | |
| | | wilsonj31@michigan.gov | |

**CONTRACT SUMMARY**

LEADERSHIP DEVELOPMENT TRAINING & RELATED SERVICES

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| May 14, 2015 | July 31, 2015 | 2 - 2 Year | July 31, 2017 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| 2NET10 and NET30 | N/A |

| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
|---|---|---|---|---|
| ☐ P-Card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes | ☒ No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☒ | 2 Years | ☐ | N/A | July 31, 2019 |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $1,361,780.00 | $1,677,000.00 | $3,038,780.00 |

**DESCRIPTION**

Effective March 1, 2017 this contract is exercising the final two-year option and is increased by $1,677,000.00. The revised Contract expiration date is July 31, 2019. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 28, 2017.

# STATE OF MICHIGAN
# ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **071B5500105**

| CONTRACTOR | |
|---|---|
| | Institute for Leadership Fitness, LLC |
| | 146 Sandy Lane |
| | Walled Lake, MI 48390-3528 |
| | David Chinsky |
| | (866) 960-5323 |
| | david.chinsky@instituteforleadershipfitness.com |
| | *******2291 |

| STATE | | |
|---|---|---|
| Program Manager | Jim Willems | SW |
| | 517-335-2109 | |
| | willemsj@michigan.gov | |
| Contract Administrator | Joshua Wilson | DTMB |
| | (517) 284-7027 | |
| | wilsonj31@michigan.gov | |

**CONTRACT SUMMARY**

LEADERSHIP DEVELOPMENT TRAINING & RELATED SERVICES

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| May 14, 2015 | July 31, 2015 | 2 - 2 Year | July 31, 2017 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| 2NET10 and NET30 | N/A |

| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
|---|---|---|---|---|
| ☐ P-Card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes | ☒ No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☐ | N/A | ☐ | N/A | |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $1,261,780.00 | $100,000.00 | $1,361,780.00 |

**DESCRIPTION**

Effective January 13, 2017 this Contract is hereby increased by $100,000.00 for statewide use. Please note that the Contract Administrator is hereby updated to Joshua Wilson per Section 2.021 of the Contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

# CHANGE NOTICE NO. 1

**to**

# CONTRACT NO. 071B5500105

**between**

# THE STATE OF MICHIGAN

**and**

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Institute for Leadership Fitness, LLC | David Chinsky | David.Chinsky@institueforleadershipfitness.com |
| 5715 Windspirit Ct., | PHONE | CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) |
| Waterford, MI 48327 | (866) 960-5323 | 2291 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| PROGRAM MANAGER / CCI | DTMB | Jim Willems | (517) 335-2109 | willemsj@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Jillian Yeates | (517) 284-7019 | yeatesj@michigan.gov |

## CONTRACT SUMMARY

**DESCRIPTION:** Leadership Development Training Related Services

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| May 15, 2015 | July 31, 2015 | Two, 2-year Options | July 31, 2015 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| Net 30 Days | N/A |

| ALTERNATE PAYMENT OPTIONS | EXTENDED PURCHASING |
|---|---|
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | ☐ Yes ☒ No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

## DESCRIPTION OF CHANGE NOTICE

| EXERCISE OPTION? | LENGTH OF OPTION | EXERCISE EXTENSION? | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☒ | 2 Years | ☐ | | July 31, 2017 |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $161,780.00 | $1,100,000.00 | $1,261,780.00 |

**DESCRIPTION: Effective August 1, 2015, this contract is exercising the first 2 year option and is increased by $1,100,000.00. The revised contract expiration date is July 31, 2017. Effective August 1, 2015, Section 2.131 (m), Insurance Requirements, is amended to the following attachment and is hereby incorporated into the contract. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on July 14, 2015.**

**Insurance Requirement Amendment**

**Section 2.131 Liability Insurance**

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

| Insurance Type | Additional Requirements |
|---|---|
| **Commercial General Liability Insurance** | |
| Minimal Limits:<br>$1,000,000 Each Occurrence Limit<br>$1,000,000 Personal & Advertising Injury Limit<br>$2,000,000 General Aggregate Limit<br>$2,000,000 Products/Completed Operations<br><br>Deductible Maximum:<br>$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 0. |
| **Workers' Compensation Insurance** | |
| Minimal Limits:<br>Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| **Employers Liability Insurance** | |
| Minimal Limits:<br>$500,000 Each Accident<br>$500,000 Each Employee by Disease<br>$500,000 Aggregate Disease. | |
| **Professional Liability (Errors and Omissions) Insurance** | |
| Minimal Limits:<br>$1,000,000 Each Occurrence<br>$1,000,000 Annual Aggregate<br><br>Deductible Maximum:<br>$50,000 Per Loss | |

Form No. DTMB-3522 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

# NOTICE OF CONTRACT NO. 071B5500105

between

## THE STATE OF MICHIGAN

and

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Institute for Leadership Fitness, LLC | David Chinsky | David.chinsky@instituteforleadershipfitness.com |
| 146 Sandy Lane | PHONE | VENDOR TAX ID # (LAST FOUR DIGITS ONLY) |
| Walled Lake, MI 48390-3528 | (866) 960-5323 | 2291 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| PROGRAM MANAGER | DTMB | Jim Willems | (517) 335-2109 | willemsj@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Jillian Yeates | (517) 284-7019 | yeatesj@michigan.gov |

## CONTRACT SUMMARY

**DESCRIPTION:**
Leadership Development Training and Related Services

| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
|---|---|---|---|
| 2 Months 15 Days | May 15, 2015 | July 31.2015 | 2, Two-year Options |
| PAYMENT TERMS | F.O.B. | SHIPPED TO | |
| Net 30 Days | Destination | N/A | |

| ALTERNATE PAYMENT OPTIONS | EXTENDED PURCHASING |
|---|---|
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | ☐ Yes ☒ No |

**MINIMUM DELIVERY REQUIREMENTS:**
N/A

**MISCELLANEOUS INFORMATION:**
This Contract was previously Contract 071B3200116. DTMB-FS requested management by DTMB Procurement which required creating a new BPO number.

| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | $161,780.00 |
|---|---|

**For the Contractor:**

_____ _____

**David Chinsky,**
**Contract Administrator**
**Institute for Leadership Fitness**

**Date**

**For the State:**

_____ _____

**Sharon Walenga-Maynard,**
**Sourcing Director**
**State of Michigan**

**Date**

AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
FINANCIAL SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
320 S. WALNUT, LANSING, MI 48933

# CHANGE NOTICE NO. 3

to

# CONTRACT NO. 071B3200116

between

# THE STATE OF MICHIGAN

and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Institute for Leadership Fitness, LLC | David Chinsky | David.chinsky@instituteforleadershipfitness.com |
| 146 Sandy Lane | TELEPHONE | FAX |
| Walled Lake, MI 48390-3528 | (866) 960-5323 | (866) 693-8284 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Jim Willems | (517) 335-2109 | WillemsJ@michigan.gov |
| BUYER | DTMB | Lacey Wilke | (517) 241-0023 | WilkeL@michigan.gov |

## CONTRACT SUMMARY:

DESCRIPTION: **Leadership Development Training and Related Services**

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|---|---|---|---|
| 8/1/2013 | 7/31/2015 | Two, Two-Year Options | 7/31/2015 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | N/A | N/A |

| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|---|---|
| ☐ P-card | ☐ Direct Voucher (DV) | ☐ Other | ☐ Yes ☒ No |

MINIMUM DELIVERY REQUIREMENTS:

N/A

## DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|---|---|---|---|
| ☒ No ☐ Yes | ☐ | ☐ | | |

| VALUE/COST OF CHANGE NOTICE: | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: |
|---|---|
| $400,000 | $700,000 |

Effective August 26th, 2014, this contract is hereby INCREASED by $400,000, per vendor and agency agreement.
All other terms, conditions, pricing and specifications remain the same.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
FINANCIAL SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
320 S. WALNUT, LANSING, MI 48933

# CHANGE NOTICE NO. 2

to

# CONTRACT NO. 071B3200116

between

# THE STATE OF MICHIGAN

and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Institute for Leadership Fitness, LLC | David Chinsky | David.chinsky@instituteforleadershipfitness.com |
| 146 Sandy Lane | TELEPHONE | FAX |
| Walled Lake, MI 48390-3528 | (866) 960-5323 | (866) 693-8284 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Jim Willems | (517) 335-2109 | WillemsJ@michigan.gov |
| BUYER | DTMB | Lacey Wilke | (517) 241-0023 | WilkeL@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|---|---|---|
| DESCRIPTION: Leadership Development Training and Related Services | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 8/1/2013 | 7/31/2015 | Two, Two-Year Options | 7/31/2015 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | N/A | N/A |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | | | ☐ Yes ☒ No |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |

| DESCRIPTION OF CHANGE NOTICE: | | | | |
|---|---|---|---|---|
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| ☒ No ☐ Yes | ☐ | ☐ | | |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| $175,000 | | $300,000 | | |

Effective May 6th, 2014, this contract is hereby INCREASED by $175,000, per vendor and agency agreement.

All other terms, conditions, pricing and specifications remain the same.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
FINANCIAL SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
320 S. WALNUT, LANSING, MI 48933

# CHANGE NOTICE NO. 1

to

# CONTRACT NO. 071B3200116

between

# THE STATE OF MICHIGAN

and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| Institute for Leadership Fitness, LLC | David Chinsky | David.chinsky@instituteforleadershipfitness.com |
| 146 Sandy Lane | TELEPHONE | FAX |
| Walled Lake, MI 48390-3528 | (866) 960-5323 | (866) 693-8284 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| CONTRACT COMPLIANCE INSPECTOR | DTMB | Jim Willems | (517) 335-2109 | WillemsJ@michigan.gov |
| BUYER | DTMB | Lacey Wilke | (517) 241-0023 | WilkeL@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|---|---|---|
| DESCRIPTION: Leadership Development Training and Related Services | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 8/1/2013 | 7/31/2015 | Two, Two-Year Options | 7/31/2015 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | N/A | N/A |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | | | ☐ Yes ☒ No |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |

| DESCRIPTION OF CHANGE NOTICE: | | | | |
|---|---|---|---|---|
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| ☒ No ☐ Yes | ☐ | ☐ | | |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| $75,000 | | $125,000 | | |

Effective February 19th, 2014, this contract is hereby INCREASED by $75,000, per vendor and agency agreement. All other terms, conditions, pricing and specifications remain the same.

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**
**FINANCIAL SERVICES**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**320 S. WALNUT, LANSING, MI 48933**

# NOTICE
# OF
# CONTRACT NO. 071B3200116
**between**
# THE STATE OF MICHIGAN
**and**

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|---|---|
| **Institute for Leadership Fitness, LLC** | **David Chinsky** | **David.chinsky@instituteforleadershipfitness.com** |
| **146 Sandy Lane** | TELEPHONE | FAX |
| **Walled Lake, MI 48390-3528** | **(866) 960-5323** | **(866) 693-8284** |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|---|
| **CONTRACT COMPLIANCE INSPECTOR:** | **DTMB** | **Jim Willems** | **(517) 335-2109** | **WillemsJ@michigan.gov** |
| BUYER: | **DTMB** | **Lacey Wilke** | **(517) 241-0023** | **WilkeL@michigan.gov** |

## CONTRACT SUMMARY:

DESCRIPTION: **Leadership Development Training and Related Services**

| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
|---|---|---|---|
| **Two Years** | **August 1, 2013** | **July 31, 2015** | **Two, Two-Year Options** |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| **Net 30 Days** | **Destination** | **N/A** | **N/A** |

| ALTERNATE PAYMENT OPTIONS: | AVAILABLE TO MiDEAL PARTICIPANTS |
|---|---|
| ☐ P-card ☐ Direct Voucher (DV) ☐ Other | ☐ YES ☒ NO |

MINIMUM DELIVERY REQUIREMENTS:

**N/A**

MISCELLANEOUS INFORMATION:

**N/A**

| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | **$50,000.00** |
|---|---|

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #RFP-LW-071N3200527. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.**

E PLURIBUS UNUM
TUEBOR
SI QUÆRIS PENINSULAM AMŒNAM
CIRCUMSPICE

**STATE OF MICHIGAN**
**Department of Technology Management and Budget**
**DTMB-Financial Services**

Contract No. 071B3200116
**Leadership Development Training and Related Services**

Buyer Name: Lacey Wilke
Telephone Number: (517) 241-0023
E-Mail Address: WilkeL@michigan.gov

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Attachment A, Pricing

# DEFINITIONS

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Additional Service** means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Bidder(s)** are those companies that submit a proposal in response to this RFP.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**CCI** means Contract Compliance Inspector.

**Days** means calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Environmentally Preferable Products** means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Ozone-depleting Substance** means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

**Post-Consumer Waste** means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Recycling** means the series of activities by which materials that are no longer useful to the generator are

collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Reuse** means using a product or component of municipal solid waste in its original form more than once.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**Source Reduction** means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**State Location** means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** means source reduction and reuse, but not recycling.

**Pollution Prevention** means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

# Article 1 – Statement of Work (SOW)

## *1.010 Project Identification*

### 1.011 Project Request

This contract is to establish a contract for the SOM for Leadership Training and Development and related consulting services. This is a formal request to prospective Bidders to solicit bids or price quotations. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

Any awarded Contract(s) between the State and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

### 1.012 Background

The State has established a framework for reinventing traditional state government, referred to as "Good Government." Good Government has four primary areas of focus for reinvention: Performance Management, Service/Process Optimization, Employee Engagement and Change Management. Strong and effective leadership skills are needed to support, lead, and sustain the efforts associated with these four quadrants. The state wants to provide an updated high-quality executive development program to enable leaders to effectively deliver on the goals of Good Government. This contract will acquire and establish an effective program for leadership development at the administrative and executive levels of state government and ensure a foundation that can be leveraged for future training and development.

## *1.020 Scope of Work and Deliverables*

### 1.021 In Scope

The Contractor must be able to provide a comprehensive leadership development program (LDP) and related consulting services, including analysis, design, development, implementation, coaching and evaluation. The LDP elements will be targeted toward administrators and executives in all state agencies (Group 4 administrators and State Executives) and the Michigan Economic Development Corporation (MEDC).

### 1.022 Work and Deliverables

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

A. Contractor must provide training and other services as required by this SOW to support leadership development, focused on the following Leadership modules:

1. **People**
   Self-Awareness/Self Development/Continuous Learning
   Commitment to Developing Others/Mentoring/Coaching
   Excellence Through Individual Accountability
   Ability to Create/Grow a Diverse and Inclusive Team/Organization
   Ensuring a Team Orientation/"Team First" Attitude
   Ability to Evolve One's Point-of-View

2. **Quality**
   Customer Focus/Customer Service/Empathy
   Courage and Integrity/Candor
   Strong Communication Impact
   Technical/Subject Matter Expertise (Budget/financials, politics, business)
   Metrics-Based Performance Management
   Energy/Commitment to Service/Leadership passion

**3. Organizational Growth**
Building/Sustaining Relationships and Networks
Agility/Adaptability/Innovativeness
Strategic Thinking/Acumen
Technical Management—project, financials, resources, metrics

B. Contractor must design, develop, implement, and evaluate an executive-level leadership development program.

1. Contractor will design and develop a leadership training curriculum to provide training in all the modules outlined in Section 1.022 A. The Contractor will also allow for customization options that include a flexible "cafeteria-style" curriculum to enable the State to choose among all or a subset of the modules summarized in 1.022 A, based on issues, priorities, and /or funding.

The Institute for Leadership Fitness will design, develop and deliver a leadership training curriculum that provides training in all of the modules outlined in Section 1.022 A.

Contractor's leadership training curriculum, comprising 32 learning modules, provides an integrated leadership development experience that combines assessments (to identify and track leadership assets and styles); workshops (tool-based sessions to strengthen specific capabilities); coaching (to provide support, feedback and accountability); and online resources (to promote additional learning and a more sustainable focus on results).

Due to the comprehensive and modular nature of the proposed program, Contractor can customize a leadership training curriculum, to meet the needs of the SOM, by offering a flexible "cafeteria-style" curriculum based on the needs of the SOM.

Below is an overview of the Contractor's existing leadership development curriculum. This library of 32 interactive learning modules aligns nicely with the 16 modules listed above in Section 1.022 A.

**The 90-Day Runway™** teaches leaders a framework for goal achievement that creates the space for shifts in thinking and behavior necessary for obtaining desired results. Utilizing the concept of structural tension, leaders learn how to reduce the time and distance between their current reality and the future state they seek. We help leaders establish a baseline of their current reality for 20 specific activities comprising The Leadership Fit® Assessment.

**The MVV Equation™** teaches leaders how to articulate the what (mission), the why (vision) and the how (values) of organizations. Leaders learn how to translate the core purpose of an organization into memorable mission and vision statements. We teach leaders how to turn a strong set of shared values into competitive advantage when attracting and retaining talented people, building and sustaining high performance and fostering resiliency and adaptive capacity.

**The Strategy Audit™** teaches leaders fifteen separate components of strategy development, execution and communication. Leaders learn how to identify their organizational or team strengths, weaknesses, opportunities and threats, along with the top three issues keeping their customers up at night. We help leaders define specific actions they can take in the next 90 days to improve the communication of their team's strategic direction.

**The Opportunity Board™** teaches leaders that not all opportunities are created equal, and provides a tool for sorting through and prioritizing the opportunities competing for the leader's attention. After completing an Opportunity Inventory, leaders learn how to place the universe of possibilities for achieving their organizational or team strategies onto an Opportunity Board using four categories of focus: Bullseye, In the Ballpark, Opportunistic Focus and Off the Board.

**The Right Question™** teaches leaders how to pay attention to the structure of their questions so employees and colleagues more readily share their very best thoughts and ideas. Leaders learn how to ask powerful, open-ended questions that invite others to expand

their horizons and consider fresh perspectives. We teach leaders how changing the way they ask their questions can lead to strikingly different ways of seeing the world and their lives.

**The Intrapreneurial Mindset™** teaches leaders how to rekindle business growth and innovation by embodying the characteristics of entrepreneurs: passion, drive and a bias for action. Leaders learn how to become intrapreneurs by challenging the status quo, persevering even in the face of uncertainty and using diplomacy to lead cross-functional teams. We teach leaders how to reintroduce a start-up mentality when launching new projects, products or directions.

**The Demographic Advantage™** teaches leaders how to appreciate generational diversity and manage the interactions across generations that can lead to misunderstandings and friction. Leaders learn how to help different demographic groups work together by emphasizing the advantages that come with diversity, and by exploring differences in expectations regarding how to accomplish tasks and reach goals.

**The Transparent Leader™** teaches leaders how to increase personal credibility by practicing a "what you see is what you get" approach to leadership. Leaders learn the importance of being candid, honest and genuine; being consistent; keeping their commitments; and handling mistakes well. We teach leaders how to promote a free flow of information throughout the organization, and how to become aware of blind spots or performance gaps that can get in their way.

**The Confidence Net™** teaches leaders how to manage self-doubt so they avoid becoming paralyzed at the point of action. Leaders learn strategies for dealing with both external and internal pushback, including use of the 21-day rule for developing positive habits to feed confidence on a daily basis. We teach leaders how to develop a personal Confidence Net by selecting four confidence-building behaviors they commit to developing in the next 90 days.

**The Risk Quadrant™** teaches leaders about their own appetite for risk and introduces a four-quadrant model of risk taking behavior: fearful and paralyzed; frustrated and stalled; impatient and overconfident; and bold and focused. Leaders learn how to manage risk by weighing the pros and cons of their decisions, and maximizing the levels of clarity and confidence brought to each decision. We teach leaders to accept failure as an essential step in the learning process.

**The Effective Close™** teaches leaders ten practical techniques for selling their ideas more confidently and effectively to bosses, colleagues and customers (internal and external). Leaders learn to focus on relationship-based, emotionally-intelligent persuasion as opposed to coercion. We teach leaders the importance of appreciating objections, selling the solution, doing their homework, adjusting to the communication preferences of others and presenting with passion.

**The Masterful Communicator™** teaches leaders how to bring the best out in others. Leaders learn that by understanding their own preferences for communicating with and relating to others, they can adapt their own communication behaviors to respond to the different styles of those with whom they interact. We teach leaders how to decrease miscommunication, promote appreciation of diversity and enhance individual and team performance.

**The Professional Image™** teaches leaders how to enhance their executive presence by increasing their candor, passion and self-confidence. Leaders learn how to manage the impression they make on others by leveraging their eyes, body language and voice. We teach leaders how to project a more professional image by aligning with the expectations for professionalism in their own organization.

**The Brand Differentiator™** teaches leaders how to develop a strong personal leadership brand that is authentic and values-based. Leaders identify their signature story, and learn how to leverage their unique brand as a powerful communication tool. We study the brands of ten iconic leaders to see how they successfully manage and protect their respective brand equity and reputation. We also reveal what can tarnish a brand after years of hard work.

**The 360° Landscape™** teaches leaders how to more effectively manage up, down and sideways. Powerful and confidential feedback from the leader's boss, peers and direct reports is collected and analyzed on twenty-two key leadership behaviors. Leaders learn how others perceive their ability to create a vision, develop followers, implement the vision, follow through, achieve results and build a supportive team environment.

**The Humble Servant™** teaches leaders how to promote a sense of community in the workplace, and how to share power when making decisions. Leaders learn the ways of being and capacities that are necessary for effective servant leadership: awareness, presence, availability, reflection, empathy, listening and receptivity, acceptance of others, intuition, generosity, foresight and transparency. We teach leaders how to balance self-interest and the common good.

**The Gift of Feedback™** teaches leaders a hands-on approach for supporting and improving employee performance. Leaders learn and practice a seven-step process for conducting constructive feedback discussions with others. We teach leaders how to give feedback at the teachable moment, and how to balance positive and constructive feedback to maintain employee engagement and commitment.

**The Leadership Fit® Change Profile™** teaches leaders how to utilize a multi-dimensional change grid to reveal their level of productive tension. Leaders chart their own readiness for action by assessing their perceived levels of ability, challenge and importance with respect to specific activities on their plate. We teach leaders strategies for both decreasing and increasing tension so they remain closer to their threshold of activation.

**The Conflict Manager™** debunks the negative perceptions often associated with conflict by teaching leaders about the positive outcomes productive conflict can create in organizations. Leaders learn their go-to style of managing disagreements with others, and how to adapt their response to conflict based on the situation. We teach leaders a simple, yet powerful centering technique to help them maintain composure during difficult situations.

**The Succession Matrix™** teaches leaders how to leave a legacy by managing succession in a way that is strategic, systematic and deliberate. Leaders learn how to create succession charts, and how to conduct talent reviews, to increase the bench strength of the organization. We teach leaders how to utilize delegation to increase the readiness of their people to take on more challenging assignments and responsibilities.

**The Creative Potential™** teaches leaders how to create an environment where people feel safe coming up with new ideas. Leaders learn how to get into the right frame of mind, and how to remove several barriers to the creative process, including premature editing, playing it safe, rigidity and Groupthink. We teach leaders how to utilize five different creativity tools and techniques to foster the creative potential of their team.

**The Master Motivator™** teaches leaders how to build employee engagement and commitment by decreasing their reliance on extrinsic rewards. Leaders review classic motivational theories and discover new insights around what really motivates individuals. We teach leaders how to grow opportunities for autonomy, mastery and purpose in the workplace, and how to set up an environment where people experience small wins on a continuous basis.

**The Impactful Presenter™** teaches leaders how to engage their audiences and deliver memorable presentations. Leaders learn how to gauge the needs and expectations of their audiences and how to combine preparation, personal energy and visual simplicity to align their messages with key stakeholders. We teach leaders what to focus on before, during and after their presentations.

**The Change Manager™** teaches leaders how to more effectively manage important change initiatives and how to manage the three stages of transition, particularly helping people let go of the past. Leaders learn how to defeat the forces of complacency, and how to overcome resistance to organizational change. We teach leaders ten techniques to increase the likelihood that key stakeholders will adopt their proposals and other recommendations.

**The Vanishing To-Do List™** teaches leaders a productivity-boosting tool that ensures that items added to a daily task list disappear at the end of every day. Utilizing a three-step process, leaders learn how to confidently convert their to-do list into a temporary accumulator of promises and commitments made each day. We teach leaders how to watch their lists vanish at the end of each day by either implementing or scheduling the follow-up actions necessary to fulfill each task.

**The Healthy Executive™** teaches leaders how small, but powerful, changes can increase their vitality. Designed around the principles of energy management, leaders learn how to incorporate regular exercise into their lives, and how to make better food choices to maintain their delicate pH balance. We teach leaders the importance of taking time out to rest and relax, and introduce nine different rejuvenation practices.

**The Balance Booster™** teaches leaders how to balance their personal and professional obligations. Leaders rank their present level of satisfaction in eight different slices of their life, including career, family and friends, significant other/romance, fun and recreation, health, money, personal growth and physical environment. We help leaders identify specific actions they can take to boost their balance in each of the above components of their lives.

**The Oscillating Life™** teaches leaders how to create more rhythm in their lives by encouraging greater oscillation between work and play. Leaders learn how to carve out time devoted exclusively to rest and rejuvenation. We work with leaders to help them identify what activities are most rejuvenating for them, and offer five strategies for increasing the likelihood that leaders maintain their commitment to taking time off on a regular basis.

**The Attention Keeper™** focuses on the fragility of attention and the risks associated with working on too many things at once. Leaders learn how to achieve a healthy balance between directed and involuntary attention. We teach leaders how to optimize their productivity and performance by overcoming distractions, and by adopting up to sixteen specific strategies for maintaining dedicated focus on what's most important in their organization.

**The Periodic Break™** teaches leaders how to maintain peak performance and personal energy by structuring their days in ways that help them avoid the overwhelm often associated with an endless focus on work. Leaders learn how to achieve real renewal by planning periodic or intermittent breaks throughout the day. We introduce pioneering research on the "basic rest-activity cycle" that suggests the human body's need for breaks after 90 minutes of activity.

**The Innovation Broker™** teaches leaders how to create a culture of innovation and enable reinvention. Leaders learn how to become champions of change by promoting pipelines for new ideas and instituting metrics to track innovations across the organization. We teach leaders how to "fail fast" by sponsoring pilot tests and setting up key milestones to evaluate feasibility, attractiveness and payback.

**The Adaptability Quotient™** teaches leaders how to align their individual contributions with the different stages of an organization's lifecycle. Leaders learn how to remain nimble and flexible in spite of continuous change. We teach leaders how to move more easily from one set of circumstances to the next, and how to avoid getting stuck by becoming complacent with what's worked before.

Contractor will work with the SOM to align the 16 modules identified above in Section 1.022 A with their library of 32 learning tools. In the list below, Contractor shows which current learning modules support the 16 modules identified in Section 1.022A above.

The modular nature of Contractor's program allows for a simple resorting of modules based on the particular needs of each group the Contractor trains. It also supports any desired customization or cafeteria-style implementation to best meet the needs of any given group the Contractor teaches in the program.

1. **People**

*Self-Awareness/Self Development/Continuous Learning*

The Risk Quadrant™ (assesses risk profile)
The Leadership Fit® Change Profile™ (assesses readiness to take action)
The 360° Landscape™ (assesses 22 key leadership behaviors)
The Conflict Manager™ (assesses approach to managing disagreements with others)
The Masterful Communicator™ (assesses communication preferences)

*Commitment to Developing Others/Mentoring/Coaching*

The Gift of Feedback™
The Succession Matrix™
The Master Motivator™
The Right Question™

*Excellence Through Individual Accountability*

The 90 Day Runway™
The Opportunity Board™
The Change Manager™
The Attention Keeper™

*Ability to Create/Grow a Diverse and Inclusive Team/Organization*

The Effective Close™
The Demographic Advantage™
The Creative Potential™
The Right Question™

*Ensuring a Team Orientation/"Team First" Attitude*

The Effective Close™
The Demographic Advantage™
The Creative Potential™
The Right Question™
The Opportunity Board™

*Ability to Evolve One's Point-of-View*

The 360° Landscape™
The Demographic Advantage™
The Humble Servant™
The Adaptability Quotient™

**2. Quality**

*Customer Focus/Customer Service/Empathy*

The Right Question™
The Professional Image™
The Humble Servant™
The Brand Differentiator™

*Courage and Integrity/Candor*

The Transparent Leader™
The Risk Quadrant™
The MVV Equation™
The Confidence Net™

*Strong Communication Impact*

The Masterful Communicator™
The Impactful Presenter™
The Professional Image™
The Effective Close™

*Technical/Subject Matter Expertise (Budget/financials, politics, business)*

Contractor proposes to work with selected SOM subject matter experts to design a class specific to the budget/financials, politics and business issues for the participants. This is a competency that is most often organization-specific, and Contractor can work with SOM staff in creating a relevant offering to address these important areas of knowledge and focus for SOM people.

*Metrics-Based Performance Management*

The Gift of Feedback™
The Succession Matrix™
The 360° Landscape

*Energy/Commitment to Service/Leadership passion*

The Healthy Executive™
The Intrapreneurial Mindset™
The Balance Booster™
The Humble Servant™
The Vanishing To-Do List™

**3. Organizational Growth**

*Building/Sustaining Relationships and Networks*

The Masterful Communicator™
The Confidence Net™
The Effective Close™
The Master Motivator™
The Right Question™
The 360° Landscape

*Agility/Adaptability/Innovativeness*

The Adaptability Quotient™
The Innovation Broker™
The Creative Potential™
The Change Manager™

*Strategic Thinking/Acumen*

The Strategy Audit™
The Opportunity Board™
The MVV Equation™

*Technical Management—project, financials, resources, metrics*

The 90 Day Runway™
The Innovation Broker™
The Vanishing To-Do List™

2. Contractor is responsible for all aspects of course preparation and instruction and must be current in the course material.

Contractor will be responsible for all aspects of course preparation and instruction. All course materials proposed above are current. In addition, any enhancements to the Contractor's

materials, motivated by input from SOM participants or from any other clients, will be incorporated into the Contractor's materials and included in subsequent classes they deliver to SOM leaders.

3. The State conducted an Employee Engagement Survey in 2012. The Contractor will leverage the Employee Engagement Survey data to identify and recommend additional opportunities to improve leadership performance based on responses to Leadership survey items and incorporate as appropriate into the training curriculum.

   Contractor will review detailed data from the State's Employee Engagement Survey to determine opportunities to further customize the training curriculum for each participating group. Contractor's experience in reviewing employee engagement data for their clients suggests that the most common issues contributing to lower levels of employee engagement include ineffective communication, limited opportunities for growth and input into decisions, and a lack of direction and transparency on the part of leaders. Contractor's program can be tailored to address these and other issues arising out of SOM employee engagement data.

4. Contractor shall furnish all participants with training materials, manuals, web site access, and/or any other resources necessary to participate in and complete the training program. They will provide updates to the course material as necessary throughout the contract performance period.

   Contractor will furnish all participants with program binders, all workbooks and supplemental resources utilized in their program, assessment tools associated with learning modules taught in their program and access to the Contractor's web-based resources. During the contract performance period, the Contractor will provide updates to course material as necessary. Participants will keep all binders, workbooks and other materials utilized in their program at the completion of their program.

5. Contractor will provide options to leaders who miss a session/sessions.

   Leaders who miss one or more sessions will have an opportunity to attend one or more general make-up sessions offered periodically to participants from multiple groups going through the program. These leaders will be able to attend the parts of the program they missed, along with others who also may have missed specific classes taught in the program.

C. Training delivery options (classroom, e-learning, webinars, etc.)

1. Contractor will present an overall description of the classroom training program and how classroom training will be supplemented with online and other resources. They will provide a detailed summary of the options including their alignment with modules outlined in Section 1.022 A.

   Contractor proposes to teach 16 modules in four full-day workshops. The SOM can decide if it wants these four training days scheduled once a month, once every six weeks or once every 90 days. The SOM may also elect to have the Contractor deliver the program in two (2) two-day workshops, again separated by a month, six weeks or a quarter. Contractor provides enough elapsed time between workshops to enable participants to integrate and apply what they learn in the preceding workshop, and to provide for either group or individual coaching (as described below).

   Workshops are interactive and represent a mix of lecture, small-group discussion, large group debrief, assessment, cases, other exercises and videos. Liberal amounts of action components are incorporated into each module to ensure that participants are able to practice what they learn before leaving the classroom.

   Techniques that rely on powerful open-ended questions are employed throughout the learning experience to evoke participation and insights. Participants are actively encouraged to engage with the instructor, and with their classmates, to increase the quality and impact of their classroom experience.

Depending upon the modules selected by the SOM in any full or cafeteria-style program, the Contractor will combine many different forms of learning to ensure engagement on the part of adult learners.

Participants also gain access to the Contractor's customer-only website that contains additional materials and downloadable PDFs of more popular training exercises so they can use them again and also have their teams complete some of the exercises as appropriate.

2. Participants will have continued access to the online resources 12 months after the program's completion.

   Access to the Contractor's online resources is available to all participants while going through the program and for a period of 12 months after the program's completion. Usernames and passwords will stay active for this period for all participants.

3. Contractor will describe if and how any other resources will be used to complement or supplement training.

   In addition to classroom training and access to the Contractor's online resources available 24/7, the Contractor will supplement training with selected assessments and with group coaching between workshops.

   Contractor offers five separate assessments that correspond and match up with specific learning modules:

   The Leadership Fit® Assessment is administered pre- and post-training program and identifies baseline performance for several key leadership behaviors.

   The ChangeGrid® reveals the level of productive tension a person is experiencing at any given time and is administered as part of The Change Manager and/or The Leadership Fit Change Profile modules.

   The DiSC® communications preference inventory is administered as part of The Masterful Communicator module.

   The Thomas-Kilmann Conflict Mode Instrument (TKI) is the world's most-used instrument for understanding how different conflict-handling modes, or styles, affect interpersonal and group dynamics, and for learning how to select the most appropriate style for a given situation. The TKI is administered as part of The Conflict Manager module.

   The Leadership 360° is an optional assessment offering a comprehensive, web-based leadership assessment tool that focuses on 22 critical leadership behaviors by capturing input from bosses, peers and direct reports. This is administered as part of The 360° Landscape module.

   The material and administrative costs associated with incorporating the above assessments (with the exception of the optional Leadership 360 tool listed above) into the Contractor's training program is **included** in the proposed pricing on Attachment A. If the Leadership 360 assessment is desired, the additional cost would be $350 per participant.

   In between each workshop, the Contractor also provides a 90-minute, conference call- and/or web-based, group coaching session designed to reinforce the key learning points and new behaviors addressed in the most recent workshop. The Contractor provides all participants with a Coaching Guide that helps structure each coaching session based upon the specific learning modules taught in the last workshop.

D. One-on-One or Group Coaching Options

1. Contractor will provide options/pricing for individual and group-level executive coaching both during and post-training, either in person or by phone/conference calls. If coaching is a standard component of the training, please indicate that.

As described above in Section 1.022 C, group coaching sessions are a **standard** component of the Contractor's proposed training program. The Contractor makes coaching an integral part of the training process to ensure clients get the professional support they need to overcome barriers and obstacles to implementing and applying the new tools and skills the Contractor teaches in the classroom. The Contractor's group coaching sessions are 90-minute conference call- and/or web-based sessions and are provided between workshops. There is no additional cost for these group-coaching sessions. Should the SOM desire individual-level coaching, for some or all participants, the Contractor would offer such one-on-one coaching based on the following fee schedule:

During the training:

In person: $400/hr.
Phone/web: $275/hr.

After the training:

In person: $500/hr.
Phone/web: $375/hr.

E. Individual Leadership Assessment

1. Contractor will conduct a pre- and post- training leadership assessment. They will provide each leader with a post-training development plan at program's end. They will describe what assessment tools will be used and how the results will be communicated to the employees. Contractor will also provide a high-level summary report to the client agency.

   Contractor will conduct a pre- and post-training leadership assessment using their Leadership Fit Assessment. This assessment tool will be customized for each group the Contractor teaches based on the learning modules, or "cafeteria plan", that is delivered to that group. Each leader will receive a post-training development plan based upon the assessments they take during the program, and based upon the action plans they document in their Fit Leader's Companion at the end of each workshop. Additional insights will be provided based upon the coaching sessions conducted with the leader, should the SOM engage the Contractor to provide one-on-one coaching to leaders as part of the program. If the Contractor provides group-level coaching, these individual coaching insights will be limited. The Contractor will provide a high-level summary report to the client agency, being sure to maintain confidentiality around individual-specific data.

F. Program Evaluation

1. Contractor will develop and administer to all participants an evaluation of the program's quality, impact, and effectiveness in terms of both general and specific elements. Evaluation forms are to be reviewed and accepted by the State prior to their use. They will provide the State a report summarizing the participants' evaluation of the program's effectiveness and perceived quality of the training.

   Contractor will request that each participant complete an evaluation form at the end of each workshop that asks the following questions:

   What key insights are you taking away from today's session?

   What specific actions are you committed to taking in the next 90 days?

   What improvements would you recommend we make to today's materials and exercises?

   How would you rate the instructor's knowledge of the material during today's workshop?

   How would you rate the instructor's delivery of the material during today's workshop?

   What additional comments do you have for us?

Measures of effectiveness will be based upon the Contractor's analysis of the pre- and post-training assessments administered at the beginning and end of the training program for each group, and upon the Contractor's observations throughout the program.

Contractor will provide the SOM with a report summarizing the participants' evaluation of the program's effectiveness and perceived quality of the training.

2. Contractor will provide his/her assessment of the effectiveness of the program and make any recommendations for improvement in future sessions based on experiences, feedback, and knowledge gained.

   Contractor will assess the effectiveness of the program, in real time, and pursue continuous improvements in the materials and overall experience for participants, based upon participants' evaluations and the expert assessment of the instructor. Over the course of work with the SOM, the Contractor will make continuous enhancements and updates to their materials and delivery as appropriate based on the experiences, feedback and knowledge gained during each workshop that is taught.

G. Equipment and Facilities

1. Contractor is responsible for furnishing all equipment and materials needed to conduct each training session. The State of Michigan shall provide the classroom facilities for the instructor-led training classes.

   Contractor will furnish all equipment and materials needed to conduct each training session. The Contractor will provide program binders, all course workbooks and supplemental resources for participants. The Contractor will be responsible for bringing their own laptop computer and any flipchart/markers to be used in training sessions (unless these materials are already available in SOM classroom facilities).

2. All e-learning modules must be web based and accessible from any computer 24/7.

   Contractor will provide 24/7 access to its online resources. Participants will be provided with a username and password granting them access to the Contractor's hosted website containing their online resources.

## ***1.030 Roles and Responsibilities***

### 1.031 Contractor Staff, Roles, and Responsibilities

The Contractor shall provide a Single Point of Contact to receive and respond to Statement of Work (SOW) requests is as listed on the cover page.

**Single Point of Contact:**

Name: David Chinsky
Title: Founder and CEO, Institute for Leadership Fitness
Address: 146 Sandy Lane, Walled Lake, MI 48390-3528
Phone: 866-960-5323
E-mail address: david.chinsky@instituteforleadershipfitness.com

A. The Contractor must provide training during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, EST). Online resources should be available 24/7. Specific work schedules will be provided with each SOW. No overtime will be authorized or paid. The State reserves the right to modify the work hours in the best interest of the project. The Contractor shall observe the same standard holidays as State employees. The Contactor will not be compensated for holiday pay or reimbursed for travel expenses or travel time.

## ***1.040 Project Plan***

**1.041 Project Plan Management – Deleted, N/A**

**1.042 Reports**
Contractor will describe the reporting process used throughout the contract period.

Contractor will provide regular reports summarizing attendance at training sessions, the dates and times of each session, attendee feedback on both the content and delivery of the leadership training and coaching processes, next steps for each class or group that completes the training, and any plans to modify/enhance the program based on the input and evaluation from attendees. All of these reports are available for customization at the request of the SOM. In addition to these reports, the Contractor will brief the SOM's designated representative, via phone or in-person meeting, on the overall experience and findings from each group that participates in the training program.

***1.050 Acceptance***

**1.051 Criteria – Deleted, N/A**

**1.052 Final Acceptance – Deleted, N/A**

***1.060 Proposal Pricing***

**1.061 Proposal Pricing**
See Attachment A for fixed costs for training and related services. Pricing in Attachment A includes all administrative, material, and travel costs. The State will not reimburse for travel.

Bidders are encouraged to offer quick payment terms (i.e. _____% discount off invoice if paid within _____ days). This information can be noted on the Bidders price proposal (see Attachment A). This may be a factor considered in our award decision.

**1.062 Price Term**
Prices quoted are firm for the entire length of the Contract.

**1.063 Tax Excluded from Price**
(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback – Deleted, N/A**

***1.070 Additional Requirements***

**1.071 Additional Terms and Conditions specific to this contract – Deleted, N/A**

## ***2.000 Contract Structure and Term***

### 2.001 Contract Term
The Contract is for a period of two (2) years beginning August 1, 2013 through July 31, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

### 2.002 Options to Renew
The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 2 additional 2 - year periods.

### 2.003 Legal Effect
Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

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

### 2.004 Attachments & Exhibits
All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

### 2.005 Ordering
The State will issue a written Blanket Purchase Order and Purchase Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

### 2.006 Order of Precedence
(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

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

### 2.008 Form, Function & Utility

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

**2.009 Reformation and Severability**
Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

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

**2.011 No Waiver of Default**
If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**
Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

## ***2.020 Contract Administration***

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

Lacey Wilke
Financial Services
Department of Technology Management and Budget
Lewis Cass Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
WilkeL@michigan.gov
(517) 241-0023

**2.022 Contract Compliance Inspector**
After DTMB-Financial Services receives the properly executed Contract, it is anticipated that DTMB-Financial Services, in consultation with the Office of Enterprise Development, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB-Financial Services**. The CCI for the Contract is:

Jim Willems
Office of Enterprise Development
Department of Technology, Management and Budget
WillemsJ@michigan.gov
(517) 335-2109

**2.023 Project Manager**

The following individual will oversee the project:

Jim Willems
Office of Enterprise Development
Department of Technology, Management and Budget
WillemsJ@michigan.gov
(517) 335-2109

**2.024 Change Requests**

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

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").

(b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Financial Services.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

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

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

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

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that

is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

***2.030 General Provisions***

**2.031 Administrative Fee and Reporting – Deleted, N/A**

**2.032 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and 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 from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated, with the exception of listing the State of Michigan as a client on a client list.

**2.033 Contract Distribution**

DTMB-Financial Services retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Financial Services.

**2.034 Permits**

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

**2.035 Website Incorporation**

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

**2.036 Future Bidding Preclusion**

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

**2.037 Freedom of Information**

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

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

## ***2.040 Financial Provisions***

**2.041 Fixed Prices for Services/Deliverables**
Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables**
If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

**2.044 Invoicing and Payment – In General**
(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 30 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.045 Pro-ration**
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

**2.047 Final Payment**
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**
Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at http://www.cpexpress.state.mi.us. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

## ***2.050 Taxes***

**2.051 Employment Taxes**
Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

**2.052 Sales and Use Taxes**
Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

## ***2.060 Contract Management***

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

**2.062 Contractor Key Personnel**
(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State reserves 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 must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must 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 must provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the 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"). Unauthorized Removals 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. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

**2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

**2.065 Contractor Identification**

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

**2.066 Cooperation with Third Parties**

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

**2.067 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

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

## ***2.070 Subcontracting by Contractor***

**2.071 Contractor Full Responsibility**
Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

**2.072 State Consent to Delegation**
Contractor must not delegate any duties under the Contract to a Subcontractor unless DTMB-Financial Services has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

**2.073 Subcontractor Bound to Contract**
In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

**2.074 Flow Down**
Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**
The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

## ***2.080 State Responsibilities***

**2.081 Equipment**

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

## ***2.090 Security***

**2.091 Background Checks**

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

**2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 PCI Data Security Standard**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

## ***2.100 Confidentiality***

**2.101 Confidentiality**

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

**2.102 Protection and Destruction of Confidential Information**

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

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

**2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.104 No Implied Rights**

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

**2.105 Respective Obligations**

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

***2.110 Records and Inspections***

**2.111 Inspection of Work Performed**

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this

Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

**2.112 Retention of Records**
(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.113 Examination of Records**
(a) The State, upon 10 day notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

**2.114 Audit Resolution**
If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

**2.115 Errors**
(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## ***2.120 Warranties***

**2.121 Warranties and Representations**
The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract’s requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Financial Services.

**2.122 Warranty of Merchantability**
Goods provided by Contractor under this agreement must be merchantable. All goods provided under the Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must conform to the agreed upon specifications, and must conform to the affirmations of fact made by the Contractor or on the container or label.

**2.123 Warranty of Fitness for a Particular Purpose**
When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

**2.124 Warranty of Title**
Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under the Contract, must be delivered free of any rightful claim of any third person by of infringement or the like.

**2.125 Equipment Warranty – Deleted, N/A**

**2.126 Equipment to be New – Deleted, N/A**

**2.127 Prohibited Products – Deleted, N/A**

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

## ***2.130 Insurance***

### 2.131 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.

(h) The Contractor must provide, within five (5) business days, written notice to DTMB-Financial Services if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

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

☑ **(i) Commercial General Liability**

Minimal Limits:

$2,000,000 General Aggregate Limit other than Products/Completed Operations;
$2,000,000 Products/Completed Operations Aggregate Limit;
$1,000,000 Personal & Advertising Injury Limit; and
$1,000,000 Each Occurrence Limit.

Deductible maximum:

$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General

Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

☐ **(ii) Umbrella or Excess Liability**

Minimal Limits:
$10,000,000.00 General Aggregate

Additional Requirements:
Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐ **(iii) Motor Vehicle**

Minimal Limits:
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(iv) Hired and Non-Owned Motor Vehicle**

Minimal Limits:
$1,000,000 Per Accident

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

☑ **(v) Workers' Compensation Insurance**

Minimal Limits:
The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:
The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ **(vi) Employers Liability**

Minimal Limits:
$100,000 Each Incident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

Additional Requirements:
The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(vii) Employee Fidelity (Crime)**

Minimal Limits:
$1,000,000 Employee Theft Per Loss

Deductible Maximum:
$50,000 Per Loss

Additional Requirements:
Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

☑ **(viii) Professional Liability (Errors and Omissions)**

Minimal Limits:
$1,000,000 Each Occurrence
$3,000,000 Annual Aggregate

Deductible Maximum:
$50,000 Per Loss

☐ **(ix) Medical Malpractice**

Minimal Limits:
(Small Provider)$200,000 Each Occurrence
$600,000 Annual Aggregate

(Large Provider)$1,000,000 Each Occurrence
$3,000,000 Annual Aggregate

Deductible Maximum:
$5,000 Each Occurrence

☐ **(x) Cyber Liability**

Minimal Limits:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

Additional Requirements:
Insurance should cover (a)unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(xi) Property Insurance**

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**
Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.133 Certificates of Insurance**
Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Financial Services with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

## ***2.140 Indemnification***

**2.141 General Indemnification**
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

**2.142 Code Indemnification**
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

**2.143 Employee Indemnification**
In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

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

**2.145 Continuation of Indemnification Obligations**
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**
The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

## ***2.150 Termination/Cancellation***

**2.151 Notice and Right to Cure**
If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

**2.152 Termination for Cause**

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-d costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

**2.153 Termination for Convenience**

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

**2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude

Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

**2.155 Termination for Criminal Conviction**
The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

**2.156 Termination for Approvals Rescinded**
The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

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

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**2.158 Reservation of Rights**
Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

***2.160 Termination by Contractor***

**2.161 Termination by Contractor**
If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations

under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

## ***2.170 Transition Responsibilities***

### 2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

### 2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

### 2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### 2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### 2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

### 2.176 State Transition Responsibilities

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

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

## ***2.180 Stop Work***

**2.181 Stop Work Orders**
The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

**2.182 Cancellation or Expiration of Stop Work Order**
The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

**2.183 Allowance of Contractor Costs**
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180.**

***2.190 Dispute Resolution***

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

**2.192 Informal Dispute Resolution**
(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with DTMB-Financial Services, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, DTMB-Financial Services, or designee, must issue a written opinion regarding the issue(s) in dispute within 30

calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

**2.193 Injunctive Relief**
The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**2.194 Continued Performance**
Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

## ***2.200 Federal and State Contract Requirements***

**2.201 Nondiscrimination**
In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

**2.202 Unfair Labor Practices**
Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

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

**2.204 Prevailing Wage**
The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor must include all general contractors, prime contractors, project

managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

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

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

## ***2.210 Governing Law***

### 2.211 Governing Law

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

### 2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

### 2.213 Jurisdiction

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

## ***2.220 Limitation of Liability***

### 2.221 Limitation of Liability

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

The State's liability for damages to the Contractor is limited to the value of the Contract

## ***2.230 Disclosure Responsibilities***

### 2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation,

arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or

(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Financial Services.

(2) Contractor must also notify DTMB-Financial Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DTMB-Financial Services within 30 days whenever changes to company affiliations occur.

**2.232 Call Center Disclosure**

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

**2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;

(d) the Contractor makes a general assignment for the benefit of creditors; or

(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

## ***2.240 Performance***

**2.241 Time of Performance**

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

**2.242 Service Level Agreements (SLAs)**

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

**2.243 Liquidated Damages – Deleted, N/A**

**2.244 Excusable Failure**

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

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as

the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

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

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

## ***2.250 Approval of Deliverables***

### 2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates must be specified on the individual purchase order.

(b) Delivery locations - Services must be performed/Deliverables must be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.
Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection

### 2.252 Delivery of Deliverables

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

### 2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor must first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2)

it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

**2.254 Approval of Deliverables, In General**

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

**2.255 Process For Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration

of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.256 Process for Approval of Services**

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

**2.257 Process for Approval of Physical Deliverables**

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

**2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

***2.260 Ownership***

**2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

**2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the

assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

**2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

**2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary materials developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

## ***2.270 State Standards***

**2.271 Existing Technology Standards**

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html.

**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

**2.273 Systems Changes**

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

**2.274 Electronic Receipt Processing Standard**

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

## ***2.280 Extended Purchasing Program***

**2.281 Extended Purchasing Program – Deleted, N/A**

## ***2.290 Environmental Provision***

### 2.291 Environmental Provision

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

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html.

Refrigeration and Air Conditioning:
The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:
Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply

with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

## ***2.300 Other Provisions***

### 2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

**Attachment A, Price Proposal**

| | Services | Size/Length of Session | Cost Per Session |
|---|---|---|---|
| **1.** | **Classroom Training (All 16 leadership modules)** | Maximum number of participants per session*: 25<br><br>Hours per session**: 32 (4 full days of training, 8 hours per day, delivered in four one-day workshops or 2 two-day workshops)<br><br>Pay-as-you-go pricing is offered on the following discounted, decreasing scale based upon each subsequent group of 25 participants trained in the program:<br><br>The first group of 25 participants<br>Participants 26-50<br>Participants 51-75<br>Participants 76-100<br>Participants 101-125<br>Participants 126-150<br>Participants 151-175<br>Participants 176+<br><br>With pay-as-you-go pricing, the cost to train the first 25 participants would be **$50,000**, or **$2,000** per person, and the total cost to train 200 leaders would be **$330,000** or an average of **$1,650** per participant. This cost includes four days of training; all program materials including binders, workbooks and supplemental resources; group coaching sessions; selected leadership assessments; and 24/7 access to the Contractor's online resources.<br><br>Alternatively, we offer a fixed price of **$225,000** to train four (4) groups of 50 participants each (versus the 25 participants per session included above). This fixed price is tied to a guaranteed enrollment of 200 leaders, and brings the per participant cost down to **$1,125**. | Cost Per Participant for the 4 full days of training per session*<br><br>$2,000/per participant<br>$1,900/per participant<br>$1,800/per participant<br>$1,700/per participant<br>$1,600/per participant<br>$1,500/per participant<br>$1,400/per participant<br>$1,300/per participant<br><br>**$225,000** |
| **2.** | **Classroom Training – "Cafeteria Style"**<br><br>**(Contracting agency** | Maximum number of participants per session*:___25____ | We will pro-rate the costs shown above to reflect the percentage of modules (out of |

| | | | |
|---|---|---|---|
| | **chooses a subset of the 16 leadership modules)** | Hours per session***:__Approx. 2___ | 16) that may be selected by the SOM in any "cafeteria style" program.<br><br>$__See above_____ |
| **3.** | **Individual Coaching** | Indicate format:<br>__X__ In person<br>__X__ Phone<br><br>Hours per session: ___1___ | During the training:<br><br>In person: $400/hour<br>Phone/web: $275/hour<br><br>After the training:<br><br>In person: $500/hour<br>Phone/web: $375/hour |
| **4** | **Group Coaching** | Maximum number of participants per session: The total number of participants in any given workshop are provided access to the Group Coaching sessions for that workshop<br><br>Indicate format:<br>____In person<br>__X__ Phone<br><br>Hours per session: __1.5____ | $0 – We provide Group Coaching as a **standard** component of our training program and so our prices shown above for training include Group Coaching. |
| **5.** | **e-Learning or Webinars** | Maximum number of participants per session: __N/A_____<br><br>Hours per session: __N/A____ | Contractor's online resources are offered at no additional cost.<br><br>$_____0_____ |
| **6.** | **Consulting or Related Services** | | Full Day - $5,000<br><br>Half-day - $3,750 |

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

The Institute for Leadership Fitness offers the following quick payment terms:

- 2% discount off invoice if paid within 10 days

*"Session" here as meaning all four days of the proposed training program

**Contractor proposes to teach all 16 leadership modules in four full days of training (four modules per day). These four training days can be conducted one month, six weeks or one quarter apart from each other. The SOM may also elect to have the four training days delivered in two two-day workshops, again separated by two weeks, one month or one quarter. Our four days of training will offer instruction in all 16 of SOM modules identified in Section 1.022 A above.