



STATE OF MICHIGAN PROCUREMENT

Department of Education

608 West Allegan Street, Lansing, Michigan 48933

P.O. Box 30008, Lansing, Michigan 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **20000000956**

CONTRACTOR	Edge Partnerships, LLC
	117 E. Kalamazoo Street
	Lansing, Michigan 48933
	Danielle Lenz
	517-853-6787
	danielle@edgepartnerships.com
	CVXXXXXX35

STATE	Program Manager	Candace Vinson	MDE/CTE
		517-241-4355	
	vinsonc@michigan.gov		
	Contract Administrator	Carol Munroe	MDE/OFM
517-241-3329			
munroec@michigan.gov			

CONTRACT SUMMARY				
Assistance, Facilitation, Professional Development, & Event Planning Services for Michigan CTE Educators				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2020	June 30, 2022	3-1 year	June 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45, 2% Net 30		See Schedule A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		June 30, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$334,161.00		\$101,400.00	\$435,561.78	
Effective May 3, 2023, the following changes are made to this Contract: 1. Value increased by \$101,400.00 – covering costs for FY23 – FY24 2. Exercise 2 nd option year - extending term to June 30, 2024 All other terms, conditions, specifications, pricing remain the same. Per Contractor, Agency Agreement, DTMB approval, and State Administrative Board approval if applicable.				



STATE OF MICHIGAN PROCUREMENT

Department of Education

608 West Allegan Street, Lansing, Michigan 48933

P.O. Box 30008, Lansing, Michigan 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **20000000956**

CONTRACTOR	Edge Partnerships, LLC
	117 E. Kalamazoo Street
	Lansing, Michigan 48933
	Danielle Lenz
	517-853-6787
	danielle@edgepartnerships.com
	V Cust#

STATE	Program Manager	Candace Vinson	MDE/CTE
		517-241-4355	
	vinsonc@michigan.gov		
	Contract Administrator	Carol Munroe	MDE/OFM
517-241-3329			
munroec@michigan.gov			

CONTRACT SUMMARY				
Assistance, Facilitation, Professional Development, & Event Planning Services for Michigan CTE Educators				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2020	June 30, 2022	3-1 year	June 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45, 2% Net 30		See Schedule A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		June 30, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$188,181.00		\$145,980.78	\$334,161.78	
Effective May 9, 2022 the following changes are made to this Contract: 1. Value increased by \$145,980.78 – covering costs for FY22 & FY23 2. Exercise 1 st option year of three (3) available - extending term to June 30, 2023 All other terms, conditions, specifications, pricing remain the same. Per Contractor, Agency Agreement, DTMB approval, and State Administrative Board approval if applicable.				



STATE OF MICHIGAN PROCUREMENT

Department of Education

608 West Allegan Street, Lansing, Michigan 48933

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CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **20000000956**

CONTRACTOR	Edge Partnerships, LLC
	117 E. Kalamazoo Street
	Lansing, Michigan 48933
	Danielle Lenz
	517-853-6787
	danielle@edgepartnerships.com
	V Cust#

STATE	Program Manager	Candace Vinson	MDE/CTE
		517-241-4355	
		vinsonc@michigan.gov	
STATE	Contract Administrator	Carol Munroe	MDE/OFM
		517-241-3329	
		munroec@michigan.gov	

CONTRACT SUMMARY				
Assistance, Facilitation, Professional Development, & Event Planning Services for Michigan CTE Educators				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2020	June 30, 2022	3-1 year	June 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45, 2% Net 30		See Schedule A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$138,766.00		\$49,415.00	\$188,181.00	
Effective June 1, 2021, the following changes are made to this Contract: 1. Value increased by \$49,415.00 for Career Pathways Project 2. Office of Great Start is attached to Master Agreement as an authorizing unit for the Career Pathways Project with approval of Office of Career and Technical Education 3. Office of Great Start has added a Statement of Work & Pricing to Schedule A specific to Career Pathways Project utilizing services provided under current contract 4. Project Manager for Career Pathways Project -Richard Lower, email: lowerr@michigan.gov, Phone: 517-241-7043 5. Contract Administrator changed to Carol Munroe				
All other terms, conditions, specifications, pricing remain the same. Per Contractor, Agency Agreement, DTMB approval, and State Administrative Board approval if applicable.				

Schedule A – Amendment to add additional Project

Office of Great Start

Project Manager: Richard Lower - Director
Preschool and Out of School Time Learning/Office of Great Start

Project Name: Career Pathways Project

Project Term: April 16, 2021 – June 30, 2022

Budget: **\$49,415.00**

Source of funds: **100% Federal – PDG B-5 Renewal Grant Activity 4**

Career Pathways Project – Description:

Office of Great Start and Office of Career and Technical Education are making changes under *The Strengthening Career and Technical Education for the 21st Century Act (Perkins V)* that directly tie CTE curricula to credentials that facilitate employment upon graduation. Under its Perkins V plan, Michigan has chosen to require a credential as the outcome measure for each career pathway supported by CTE. Students in the Education General pathway will be able to work toward the Child Development Associate Credential (CDA) or the Michigan Youth Development Associate Credential (MI-YDA).

Office of Great Start and Office of Career and Technical Education are partnering with several other offices across the Michigan Department of Education (MDE), and an external United States Department of Education funded technical assistance center (i.e., Region 8 Comprehensive Center), to implement a multiyear project formally titled, *Expanding the Pipeline through Pathways to Credentials for Early Childhood and School-Age Youth Development (Out-of-School Time) Educators/Providers*, aka MDE's Early Childhood Education (ECE) and Out-of-School Time (OST) Career Pathways Initiative project. The State Superintendent, as department director of MDE, assigned the director of the Office of Preschool and Out-of-School Time Learning, Richard Lower, to lead this project and coordinate efforts across offices. The other MDE offices that are actively working in partnership are: Educator Excellence, Child Development and Care, and Educator Supports. Director Lower is also tasked with leading a project under MDE's federal Preschool Development Grant Birth through Five (PDG B5) that *"Explore options to help build the workforce, like expanding the amount of high schools that offer college credit toward a CDA credential...and identifying "cadet" teachers in secondary schools across the state as well as exploring apprenticeship opportunities, creating a pathway to a CDA credential or an associate degree."* These two projects are being facilitated as one and resources leveraged for efficiency and maximum outcomes of resources. The federal funding being proposed to be added to the Edge Partnerships, LLC Master Agreement for the proposed work, as described below, comes from the PDG B5 grant.

Industry standards for both ECE and OST call for well-prepared staff as part of key indicators of quality. To meet the demand for these programs, there is a critical need to develop and sustain a pipeline of trained,

skilled ECE and OST educators. To meet this need, MDE's ECE and OST Career Pathways Initiative project intends to expand the pipeline of credentialed ECE and OST educators through career pathways that begin in high school, primarily through CTE programs but also through dual enrollment and early middle college programs.

Contractor Responsibilities:

The contractor, Edge Partnerships, LLC, would serve as the entity responsible for assisting the Office of Great Start and partnering cross-agency MDE offices with implementing a marketing strategy, establishing branding, creating digital supporting resources, web design and development, and providing professional consultation and meeting support for these activities to achieve the desired results of MDE's ECE and OST Career Pathways Initiative project multiyear workplan. This work aligns with the following bullet points that represent some of MDE-OCTE's responsibilities for supporting CTE programs, which are identical to those included in the Master Agreement.

- Support and technical assistance regarding program alignment and articulation between secondary CTE programs and community colleges and four-year institutions
- Workshops, conferences, and subject-specific training for secondary CTE educators
- Identifying and acquiring needed resource materials for CTE programs
- Communicating with secondary CTE teachers to be informed of secondary program initiatives
- Identifying and implementing postsecondary credentials

Contractor must provide the following at the direction of MDE:

1. Attend a kick off meeting as determined by MDE. Meeting with MDE and Region 8 Comprehensive Center to review roles for each agency during the course of the contract.
2. Meet on an as needed basis with MDE and Region 8 Comprehensive Center staff to provide status updates.
3. Provide monthly invoices to Project Manager. MDE will work with Contractor on details to be included on invoice and acceptance of submission.
4. Report to Project Manager as necessarily to communicate potential issues with deliverables.
5. Provide deliverables by agreed upon due dates.
6. Deliverables TimeLine/Work Plan will be developed by Contractor in collaboration with MDE after Kick Off Meeting with final Timeline/WorkPlan due ten(10) days after meeting.

The contractor must provide the following:

1. The contractor must appoint the appropriate number of individuals necessary to meet the project deliverables and deadlines.
2. Perform the contracted activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry.

Deliverables:

1. **Marketing Strategy:** Contractor must work with the MDE staff on the MDE ECE and OST Career Pathways Initiative project to conduct a SWOT analysis, develop key messages, understand audience segmentation and media usage behaviors, and set objectives, strategies, tactics, as well as an implementation schedule and budget for the overall MDE ECE and OST Career Pathways Initiative project.
2. **Branding:** Contractor must work with MDE staff on the MDE ECE and OST Career Pathways Initiative project to create a logo for MDE's ECE and OST Career Pathways Initiative project.
3. **Power Point Deck:** Contractor will develop a standardized slide template and slide deck in Microsoft PowerPoint format, based off branding, that can be used by MDE staff to raise awareness of and educate on MDE's ECE and OST Career Pathways Initiative project.
4. **Digital and Leave Behind Pieces:** Contractor will develop tailored marketing materials related to the project for five distinct audiences identified by the MDE staff on the MDE ECE and OST Career Pathways Initiative project cross-office implementation team.
5. **Social Post:** Contractor must work with the MDE staff on the MDE ECE and OST Career Pathways Initiative project cross-office implementation team to develop up to 25 social media posts related to the project.
6. **Website Design and Development:** Contractor will work with the MDE staff on the MDE ECE and OST Career Pathways Initiative project to develop content needed to populate a website dedicated to raise awareness and educate on MDE's ECE and OST Career Pathways Initiative project.
7. **Post Launch Website Management:** Contractor will work with the MDE staff on the MDE ECE and OST Career Pathways Initiative project to develop updated content, as needed.
8. **Website Hosting:** Contractor will purchase relevant URL domain (if applicable) and maintain website hosting for MDE's ECE and OST Career Pathways Initiative project.
9. **Video:** Contractor will develop a minimum of two 15 to 30 second video for promotional purposes of MDE's ECE and OST Career Pathways Initiative project that includes all aspects of video pre and post production to deliver final product for use by MDE-OCTE and partnering MDE offices. All video production work/decisions, number of videos, shoot locations, use of stock video, editing, revisions, quality, ADA compliance, and acceptance of final product will be determined by MDE in collaboration with the Contractor. Final Acceptance at MDE sole discretion. All Video's will be exclusively owned by MDE.
10. **Professional Consultation, Meetings, and Reporting:** Contractor will meet monthly with MDE staff for up to 10 hours/month to accomplish all deliverables as outlines within. Contractor will produce a quarterly report of activities based on a calendar year, with the report submitted to Project Manager by the 10th of the month following the close of the quarter and in a format mutually agreed upon by both parties.

Budget

Activity	Description of costs	2021-2022
Marketing Strategy	Includes SWOT analysis, key messages, audience segmentation and media usage behaviors, objectives, strategies, tactics, implementation schedule and budget	\$5,500.00
Branding	Includes logo design, color palette, typography selection, and abbreviated style guide.	\$3,500.00
Power Point Deck	Template design based off brand with up to 20 pages of content input.	\$1,500.00
Digital and Leave Behind Pieces	Print and online layouts customizable to five different audiences. Option to leave designated space for partnership information. Includes infographics illustration and/or photo selection. PDF, JPG or PNG file delivery.	\$2,250.00
Social Post	Creative design based on content. \$300 each for up to a maximum of 25.	\$7,500.00
Website Design and Development	Website designed and developed in WordPress platform. *Based off content provided.	\$3,750.00
Post Launch Website Management	Content updates as requested. \$125 per hour for up to 40 hours.	\$5,000.00
Website Hosting	Includes core WordPress framework, security updates, and plugin security updates monthly. \$25 per month for up to 15 months.	\$375.00
Video	15 to 30 second video based off content provided. Range varies depending on shoots, motion graphics, and stock needed.	Up to \$6,000.00
Professional Consultation, Meetings & Reporting	Ongoing consultation, reporting, correspondence and meetings during launch and implementation of marketing strategy and brand assets. \$1,170 per month. *Based on an estimate of 10 hours/month for a period of 12 months.	\$14,040.00
Total	Firm and Fixed	\$49,415.00



STATE OF MICHIGAN PROCUREMENT

Department of Education

608 West Allegan Street, Lansing, Michigan 48933
 P.O. Box 30008, Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000000956**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Edge Partnerships, LLC
	117 E. Kalamazoo Street
	Lansing, Michigan, 48933
	Danielle Lenz
	517-853-6787
	danielle@edgepartnerships.com
	V Cust#

STATE	Program Manager	Candace Vinson	MDE/OCTE
		517-241-4355	
	vinsonc@michigan.gov		
	Contract Administrator	Tanmay Desai - Buyer	MDE/OFM
517-241-2170			
desait@michigan.gov			

CONTRACT SUMMARY			
Assistance, Facilitation, Professional Development, and Event Planning Services for Michigan CTE Educators			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
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PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45, 2% Net 30		See Schedule A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			138,766.00



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and Edge Partnerships, LLC (“Contractor”), a Michigan Corporation. This Contract is effective on **July 1, 2020** (“Effective Date”), and unless terminated, expires on **June 30, 2022**.

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Tanmay Desai Michigan Department of Education Office of Financial Management 608 West Allegan Street Lansing, Michigan 48933 desait@michigan.gov 517-241-2170	Lorri Rishar Jandron – CEO Edge Partnerships, LLC 117 E. Kalamazoo Street Lansing, Michigan 48933 517-853-6787 lorri@edgepartnerships.com

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

State:	Contractor:
Tanmay Desai - Buyer Michigan Department of Education Office of Financial Management 608 West Allegan Street Lansing, Michigan 48933 desait@michigan.gov 517-241-2170	Lorri Rishar Jandron – CEO Edge Partnerships, LLC 117 E. Kalamazoo Street Lansing, Michigan 48933 517-853-6787 lorri@edgepartnerships.com

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

State:	Contractor:
Candace Vinson – Education Consultant Michigan Department of Education Office of Career & Technical Education 608 West Allegan Street Lansing, Michigan 48933 vinsonc@michigan.gov 517-241-4355	Danielle Lenz Edge Partnerships, LLC 117 East Kalamazoo Street Lansing, Michigan 48933 517-853-6787 danielle@edgepartnerships.com

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

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

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

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

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

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

7. **Reserved**

8. **Reserved**

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

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c)

incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

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

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

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

- 18. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 19. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 20. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

- 21. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 22. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to

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

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

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

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

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

- 24. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 25. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 26. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably

be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for

any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

28. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

29. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

30. Reserved

31. Reserved

- 32. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or

any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

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

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

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

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

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Definition of Terms
Federal Provisions Addendum & Byrd Anti-Lobbying Certification	Contract Terms

- 46. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 47. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon

language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

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

Federal Provisions Addendum

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

1. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

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

3. Copeland "Anti-Kickback" Act

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

part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

4. Contract Work Hours and Safety Standards Act

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

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

7. Debarment and Suspension

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later

determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

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

9. Procurement of Recovered Materials

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

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

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

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

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

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

Byrd Anti-Lobbying Certification

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Lorri Rishar Jandron

Signature of Contractor's Authorized Official

Lorri Rishar Jandron, CEO

Name and Title of Contractor's Authorized Official

May 28, 2020

Date

STATE OF MICHIGAN

Master Agreement Number: 20000000956
Assistance, Facilitation, Professional Development, and Event Planning Services for
Michigan CTE Educators

SCHEDULE A - STATEMENT OF WORK **CONTRACT ACTIVITIES**

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term “Contractor” in this document refers to a bidder responding to this RFP. The term “MDE-OCTE” in this document refers to Michigan Department of Education - Office of Career and Technical Education and “CTE” in this document refers to Career and Technical Education.

The Bidder must fully answer each section and requirement of this RFP and provide clear, specific, and detailed information relevant to the questions asked. Bidder must include supplemental information that includes specifics on prior relevant work, staffing qualifications and relevant experience.

BACKGROUND:

The federal Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act (Perkins V) requires that the state use a portion of the grant funds for professional development, program improvement, and curriculum development, particularly supporting integration of academic and career and technical education and supporting partnerships of local education agencies (LEAs), institutions of higher education, and adult education providers.

Section 124 of Part B of Title I of the Act, specifies that state leadership funds must be used for the following:

- Assessment of career and technical education programs funded under this title, including evaluation of how the needs of special populations are being met
- Expansion of the use of technology in career and technical education programs, including teacher training and distance learning
- Professional development activities including preservice and in-service training for career and technical, academic, guidance and administrative personnel that will:
 - Improve parental and community involvement
 - Help teachers and personnel assist students in meeting state adjusted levels of performance
 - Ensure that educators stay current with industry trends and
 - Be coordinated with other education programs
- Improvement of the academic, occupational, and technical skills of students by strengthening the components of the programs and integrating academic and career and technical education
- Nontraditional training and employment
- Partnerships among local education agencies, postsecondary institutions, adult education providers, employers, labor organizations, and parents
- Serving individuals at state correctional institutions or institutions serving individuals with disabilities
- Support of programs for special populations leading to high skill, high wage careers
- Provide technical assistance to local educational agencies

For over 25 years, the MDE-OCTE has funded an outside entity to assist and support it in carrying out activities to meet these required uses of funds. Services provided in the past have included curriculum dissemination and distribution, sale and loan of curriculum materials in a variety of formats, and staff resources. More recently, the primary focus has been specific projects and coordinating activities for conferences and workshops.

The MDE-OCTE is responsible for the administration of career and technical education programs and coordinates the planning, implementation, evaluation, and accountability requirements of state and federal mandates. The MDE-OCTE is responsible for supporting CTE (Career and Technical Education) program improvement through ongoing comprehensive professional development and technical assistance to CTE educators including:

- Program standards for curriculum development, dissemination, and distribution
- Support and technical assistance regarding program alignment and articulation between secondary CTE programs and community colleges and four-year institutions
- Workshops, conferences and subject-specific training for secondary CTE educators
- Identifying and acquiring needed resource materials for CTE programs
- Conducting research on CTE and occupational-specific topics
- Networking with CTE teacher preparation personnel in the state
- Communicating with secondary CTE teachers to be informed of secondary program initiatives
- Identifying and implementing postsecondary credentials

These activities involve both one-time and recurring tasks for multiple events, with brief to extended timeframes, requiring a wide variety of staff skills. Activities often require services and deliverables on short notice to ensure successful outcomes, producing a need for ongoing assistance to the state office.

SCOPE

The Contractor must provide assistance to MDE-OCTE in the facilitation, professional development, and event planning services for the professional development and learning activities of Michigan CTE Educators. The Contractor will be responsible for the following 2020 – 2021 events:

New Administrators Workshop **Date:** September 20, 2020
Location: Michigan Department of Education – Hannah Building, Ottawa 3 Conference Room

Early Middle College Workshop **Date:** October 23, 2020
Location: Mott Community College

Office of Career & Technical Education Fall Update **Date:** October 27, 2020
Location: Henry Center

Michigan Career Education Conference (MCEC) **Date:** January 24-26, 2021
Location: Amway Grand Plaza Hotel
This is the largest annual CTE Conference (800+participants)

Office of Career and Technical Education Spring Update **Date:** March 16, 2021
Location: Henry Center

The Contractor must provide assistance for all future events as determined by MDE-OCTE including any additional events that may be added to the 2020-2021 event list provided above.

1. GENERAL REQUIREMENTS

1.1 The Contractor is responsible for and must provide the following:

- Plan all events and coordinate with MDE-OCTE on attendee outreach, presenters, exhibitors, registration, invitation and registration design, badging, maps, agendas, ADA specific needs of each event, on site staffing for each event, event management, and event promotion.
- Provide venue options and secure venue space with MDE-OCTE approval.
- Work in collaboration with MDE-OCTE on Venue meal planning.
- Contract for all event locations including any applicable permits and in coordination with each event.
- Develop a schedule of activities for each event with MDE-OCTE approval.
- Manage the set up and cleanup of all event venues.
- Provide the necessary staff and equipment for all day to day operations.
- Contractor must get final approval from MDE-OCTE on all potential exhibitors.
- Contractor must maintain normal business hours – 8:00 a.m. to 5:00 p.m., Monday thru Friday. Contractor must also be able to work beyond normal scheduled business hours as required by MDE-OCTE for any event during the term of the contract.
- Develop Online Registration access with required participant data elements in collaboration with MDE-OCTE. MDE-OCTE will retain ownership of participant data, with the exception of payment data. MDE-OCTE will not receive, collect, or store any payment data.
- The Registration Site must be accessible thru the Contractor's Website. The Registration Site will not be considered a State of Michigan owned or managed website. State of Michigan Logos or name must not appear on the site.
- Produce, provide, and deliver meeting and resource materials for all events as approved by MDE-OCTE.
- Prepare and provide registration packets for all events with final approval of all materials by MDE-OCTE.
- Create, distribute, collect, and compile evaluations at all events as determined by MDE-OCTE. MDE-OCTE will provide evaluation format.
- Collect and compile all registration and attendee data as defined by MDE-OCTE including the collection and storage of all event materials for historical reference. MDE-OCTE will not receive, collect, or store any payment data.
- Collect all revenue associated with each event as required and approved by MDE-OCTE in a secure, restricted fund account. The account funds must not be co-mingled with other contractor revenue.
- Process and pay deposits, invoices, refunds, and reimbursements.

- Contractor must furnish all labor, equipment, materials, and supplies necessary for each event.
- Ongoing Communication with MDE-OCTE during all stages of the event process.
- Provide a summary report at the end of each event detailing work, outcomes, issues and resolutions, observations, and suggestions for improvement.

1.2 Financial Management:

Contractor must provide the following:

- a. Contractor must be compliant with the current PCI DSS standards for processing, transmitting, storing, or affect the security of credit/debit cardholder data. Contractor must certify compliance annually for the term of the contract and provide proof of that compliance.
- b. Pay invoices for events and related services as authorized by MDE-OCTE staff.
- c. Pay event attendee refunds and reimbursements as authorized by MDE-OCTE and maintain records of payments and reimbursements
- d. Provide advance deposits for events, venues, materials, exhibitors, and presenters as determined and approved by MDE-OCTE
- e. Maintain financial and other fiscal records for each event including all receipts, quotes, proposals, contracts etc.
- f. Provide monthly and or quarterly financial reports as required by MDE-OCTE. Reporting parameters will be determined by MDE-OCTE. MDE-OCTE will not require, receive, store, or compile any attendee financial information.

1.3 MDE-OCTE Responsibilities

The Michigan Department of Education – Office of Career and Technical Education will be responsible for the following:

- MDE-OCTE Program Manager will be the primary point of contact for all contract matters as it relates to day to day operations in meeting the scope of work and deliverables under the contract.
- MDE-OCTE will provide written approval for all contract activities
- MDE-OCTE Program Manager and Staff will communicate with the Contractor in a timely manner on all contract activities.
- MDE-OCTE will provide Contractor with written approval of venue locations, logistical information, meal planning, av equipment, or any other resources that may be needed.

- MDE-OCTE will provide Contractor with a list of events with dates at the start of each event season no later than 60 days prior to the first scheduled event. Event season typically is from July 1st thru June 30th.
- MDE-OCTE will provide input on all materials including marketing materials for all events.
- If available MDE-OCTE will provide the Contractor with mailing lists from past events, list of exhibitors, presenters, and past venue locations with the understanding the lists are not all inclusive.
- The MDE-OCTE will use its best efforts to coordinate with the contractor and to respond to the contractor's reasonable requests for information and assistance, consistent with the provisions of the contract.
- MDE-OCTE Staff and Program Manager will attend all events as required and make reasonable directives to the Contractor's Program Manager.

2. STAFFING

2.1 Contractor Staffing

The Contractor must appoint the appropriate number of individuals necessary to meet the project deadlines. Contractor's proposal must identify Key Personnel assigned to the Contract and describe the functions they will perform. The Proposal must include a short professional biography/résumé of key personnel assigned to the Contract identifying the roles each will have and experience they bring to the project. A Contract Administrator/Project Manager must be identified as the primary contact for the Michigan Department of Education - Office of Career and Technical Education and coordinator for day to day operations.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

2.2 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following in the **Vendor Questions Worksheet, Section 7.**

- a) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b) The relationship of the subcontractor to the Contractor.
- c) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d) A complete description of the Contract Activities that will be performed or provided by the subcontractor.

2.3. Reporting – Delivery

The Contractor must provide the following:

- a) Monthly reports addressing each events progress, plans for the coming month, and summary of identified problems with resolution options.
- b) At the end of each event the Contractor will provide a final detailed narrative describing all outcomes. Other reporting parameters may be required by MDE-OCTE and will be provide to the Contractor as needed.
- c) Within 30 days following liquidation of the final expenditures, but no later than 60 days after the ending date of the last event of the season, the Contractor will submit a final financial report in a manner specified by the MDE-OCTE Program Manager.
- d) As required deliver all materials and resources necessary for onsite registration and event activities as determined by MDE-OCTE.

2.4. Meetings

The Contractor must attend all meetings as determined by MDE-OCTE. Contractor will be required to meet with MDE-OCTE thirty (30) days prior to contract start for an introductory meeting.

3. Security

The Contractor will be subject the following security procedures:

1. The Contractor must abide by the Office of Career and Technical Education Data Security Policy and State of Michigan Security Policy for the protection of confidential financial and personal to third parties.
2. The Contractor must immediately report any breaches in security of confidential information to the State of Michigan.
3. The Contractor must explain any additional security measures. .

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

4. Project Management / Contract Monitoring Plan

Project Plan

The Contractor must include a project plan that addresses each requirement and demonstrates the Contractor's ability to meet each requirement. Emphasis should be on the Contractor's ability to perform the Scope of Work & General Requirements as defined in Schedule A. The project plan

should include all key personnel, necessary resources required to complete the required deliverables and the following:

1. The Contractor must carry out this project in direct coordination with the Office of Career and Technical Education.
2. The Contractor's Project Manager must meet quarterly with the MDE-OCTE's Program Manager for the purpose of reviewing the progress and providing necessary guidance on resolving problems or issues related to the execution of required deliverables.
3. Contractor's Project Manager must meet quarterly with MDE-OCTE Professional Development Committee.
4. Within five (5) business days of the contract award the Contractor will submit a final plan for review by MDE-OCTE. The final implementation plan must include the following:
 - a) Project organizational structure
 - b) Flow chart of Key Personnel assigned to the Contract with names, title, job function
 - c) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - d) Demonstrate Contractor's technological capabilities to execute the required work.
 - e) Create a timeline showing the planning stages leading up to and thru completion of all events. The Timeline should include all tasks, activities, and schedules. A timeline will be required for each event season.
 - f) Within 60 days after the termination of work under the Contract the Contractor will submit a detailed final narrative report as outlined in Section 2.3
 - g) Contractor must provide annual financial reports in the manner specified by MDE-OCTE. The Financial Report will follow the end of the conference season for the term of the Contract.

Category Level and Monitoring Frequency of this Contract will be done annually by MDE-OCTE.

Contractor may be periodically monitored against the following Contract Monitoring Report Criteria:

Deliverables will be monitored on annual basis for the following:

- a. Quality of Service
- c. Performance
- b. Cost Control
- c. Meeting required deadlines
- d. Timeliness
- e. Coordination with MDE-OCTE
- f. Project Plans

- g. Reporting
- h. Timelines

Invoices, Payments, and Financial Reporting will be monitored for the following:

- a. Timeliness of submission
- b. EFT Compliance
- c. Security
- d. Financial Records
- e. Project Cost Estimates

5. PRICING

5.1 Price Term

Budget is firm for the term of the Contract.

5.2 Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) issued by Michigan Department of Education.

5.3 Invoice and Payment

The Contractor must submit monthly itemized invoices. Invoices must be approved by the MDE-OCTE Program Manager prior to payment. MDE-OCTE will determine the itemization structure of invoice submissions.

Invoices must be submitted via email to the State's Program Manager and or designee.

5.4 Invoice Requirements

- a. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of the billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and copies of third-party invoices.
- b. All invoices submitted to the State must include: (a) date; (b) Delivery Order Number; (c) description of contract activities; (d) itemized breakdown of expenses, and total price. Overtime, holiday pay, and travel expenses (outside of those specified and included in the bidder's price proposal) will not be paid.
- c. Payments will be made upon approval of the Program Manager
- d. All invoices must reflect actual work done.
- e. The State shall reimburse the Contractor only for services and/or materials authorized by the MDE-OCTE Program Manager.

- f. Payment shall not exceed the amount approved by authorized estimate without submission and approval of revised estimate.
- g. The Contractor must make timely payments to all subcontractors without waiting for MDE-OCTE payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- h. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.

Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) through SIGMA within 45 days of receipt of invoice.

Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

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SCHEDULE B PRICING

1. The Contractor shall provide a pricing schedule separate from their proposal submission for the proposed Contract Activities using the format below. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and any other costs that will be passed on to the State).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick Payment Term Discount: 2% Days: 30

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
5. Invoice shall be itemized separating each line item with the amount Contractor agreed upon.
6. All Reimbursable event costs shall be submitted by the Contractor within 30 days following each event with the next monthly invoice. Invoice shall be itemized separating each approved item with supporting documentation by the Contractor to include all costs associated with each item as required in the contractual agreement.
7. All venue costs, supplies, materials, equipment, or any subcontracted work must be at cost and not include any markups.
8. Pricing must include a breakdown of all labor, other professional services, supplies, materials, and equipment costs.
9. Contractor must acknowledge that all prices being proposed were arrived at independently and without communication and or consultation with another Contractor.
10. Contractor will implement all cost savings opportunities and propose cost saving measures to the State Program Manager wherever possible for the duration of the contractual agreement
11. Travel Costs must be itemized, and pricing provide for each region. MDE-OCTE will determine region location for all events.

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SCHEDULE B PRICING

	EVENT SEASON – JULY 1ST – JUNE 30TH	Amount
1	Administrative Costs (Lump sum amount shall include any and all costs associated for all key personnel for all time associated in meeting all contract requirements)	
	Event Management	\$18,816.00
	Design	\$8,064.00
	Asst/Clerical	\$4,620.00
	Day to Day Operations - Total	\$31,500.00
2.	Onsite Venue Staffing	
	Small Events (4)	\$2,464.00
	Large Events (1)	\$3,234.00
	Venue Staffing - Total	\$5,698.00
	Travel Costs	
	Region 1	\$646.00
	Region 2	\$468.00
	Region 3	\$375.00
	Region 4	\$383.00
	Region 5	\$358.00
	Region 6	\$450.00
	Region 7	\$376.00
	Region 8	\$363.00
	Region 9	\$383.00
	Region 10	\$383.00
	Total	\$4,185.00
2	Equipment, Supplies, Delivery, Printing, Advertising, Online Registration Site Design, Implementation and Management (Lump sum amount shall include any and all costs associated to implement contract activities as requested.)	
	Office Supplies and Equipment	\$1,000.00
	Delivery Services	\$1,000.00

	Online Registration Site Development, Implementation, & Maintenance	\$11,500.00
	Development and Printing of all Event Materials	\$10,000.00
	Postage, Shipping Services	\$4,500.00
	Total	\$28, 000.00
	Annual Total	\$69,383.00
	Final Total Budget	\$138,766.00

**SCHEDULE B
PRICING**

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MICHIGAN REGIONS – DETAILS

Region 1

Entirety of the Upper Peninsula

Region 2

Alcona, Alpena, Antrim, Benzie, Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco, Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon and Wexford counties

Region 3

Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa counties

Region 4

Arenac, Bay, Clare, Gladwin, Gratiot, Isabella, Midland and Saginaw counties

Region 5

Huron, Genesee, Lapeer, St Clair, Sanilac and Tuscola counties

Region 6

Clinton, Eaton, Ingham and Shiawassee counties

Region 7

Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren counties

Region 8

Hillsdale, Jackson, Lenawee, Livingston, Monroe and Washtenaw counties

Region 9

Macomb, Oakland and Wayne counties

Region 10

City of Detroit

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SCHEDULE C

Definition of Terms

Career and Technical Education (CTE)

Career and technical education is designed to provide learners at the secondary level with experiences, knowledge, and skills that will prepare them to obtain employment upon completion of high school and/or further post-secondary education in a career area of interest.

Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act (Perkins V) provides federal funding to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in career and technical education programs. The Act focuses on developing challenging academic and technical standards, assisting students in meeting the standards, including preparation for high-skill, high-wage or high-demand occupations in current or emerging professions, and promoting the development of services and activities that integrate rigorous and challenging academic and career and technical instruction that link secondary and postsecondary education for CTE students. The Michigan Department of Education, Office of Career and Technical Education, awards formula grants to regional fiscal agents. Eligible recipients of funding are public educational agencies that provide career and technical education programs and services.

CTE Educator

Instructor, counselor, education administrator or paraprofessional who works with CTE students

CTE Student

Student enrolled in a state-approved Career and Technical Education program.

MDE

Michigan Department of Education

OCTE

Office of Career and Technical Education

The office within the Michigan Department of Education responsible for administering state and federal funds for the operation and delivery of career and technical education programs in K–12 school districts, intermediate school districts, and career technical education area centers.

Event Season

July 1st thru June 30th each year of the contract