



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **210000001261**

CONTRACTOR	Cultural Intelligence Center, LLC	STATE	Program Manager	Various	MULTI
	678 Front Ave NW, Suite 340				
	Grand Rapids, MI 49504				
	Karyn Stano	STATE	Contract Administrator	Marissa Gove	DTMB
	586-321-7171			(517) 449-8952	
	karyn.stano@culturalq.com			govem1@michigan.gov	
	VS0200426				

CONTRACT SUMMARY				
CULTURAL COMPETENCIES TRAINING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2021	July 31, 2022	4 - 1 Year	July 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,000.00	\$0.00	\$249,000.00		
DESCRIPTION				
Effective January 26, 2023, please note the Contractor's Program Manager is changed to Karyn Stano and the State's Contract Administrator is changed to Marissa Gove. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Sharon Bland-Brady	313-456-6934	sharon.bland-brady@ssa.gov
MDHHS	Timothy Dame	517-241-9918	DameT@michigan.gov
EXEC	Poppy Hernandez	517-335-0236	Hernandezp3@michigan.gov
MDHHS	Daniel Surratt	517-242-9173	surrattd@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **210000001261**

CONTRACTOR	Cultural Intelligence Center, LLC
	678 Front Ave NW, Suite 340
	Grand Rapids, MI 49504
	Shayna Haynes Heard
	616-729-1975
	shayna.haynes@culturalq.com
	VS0200426

STATE	Program Manager	Various	EXEC
	Contract Administrator	Courtney Powell	DTMB
		(517) 249-0452 powellc11@michigan.gov	

CONTRACT SUMMARY				
CULTURAL COMPETENCIES TRAINING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2021	July 31, 2022	4 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>	2-year	<input type="checkbox"/>		July 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,000.00	\$0.00	\$249,000.00		
DESCRIPTION				
Effective July 22, 2022, this contract is hereby exercising 2 option years and the pricing is updated per the revised Schedule B. The revised contract expiration date is 7/31/2024.				
The Contractor's Program Manager has been updated to Shayna Haynes Heard.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Sharon Bland-Brady	313-456-6934	sharon.bland-brady@ssa.gov
MDHHS	Timothy Dame	517-241-9918	DameT@michigan.gov
EXEC	Poppy Hernandez	517-335-0236	Hernandezp3@michigan.gov
MDHHS	Daniel Surratt	517-242-9173	surrattd@michigan.gov

SCHEDULE B PRICING

Request For Solution No. 210000001261 Cultural Competencies Training

- Contract Pricing must include all cost, 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 palletizing).

2 Year:

Solution	QTY	Regular Price	Discount
In-House CQ Certification			
Cultural Intelligence Certification <i>Course Fee</i>		\$20,000	15%
Participant Fee for CQ Certification <i>Per participant Fee</i> Primary Audience: Equity & Inclusion Officers Timeline: During Q3 2021		\$395	15%
15% Discount offered for 2 year term.			
Public CQ Train-the-Trainer			
Public Cultural Intelligence Train-the-Trainer** <i>Per participant Fee (no course fee for public certification)</i> Timeline: During Q3 2021		*\$2,195	20%
Discount increased to 20% for 2 year term			
Public UB Train-the-Trainer			
Public Unconscious Bias Train-the-Trainer** <i>Per participant Fee (no course fee for public certification)</i> Timeline: During Q3 2021		*\$2,195	20%
Discount increased to 20% for 2 year term			
*Current price is \$2295, but we will keep pricing at \$2195 for SOM for 2 year term.			

DIRECTLY BELOW IS REGARDING STATE OF MICHIGAN TRAINER FACILITATING A WORKSHOP

Digital resources for 1st group of workshop participants

Digital Resource Package: CQ, CVs, & UB Digital Package CQ Starter: A 10-Minute Introduction to Cultural Intelligence CQ Pro Assessment eLearning: MyCV™, MyCQ Basic, MyUB, & *Applying CQ: Using CQ in Everyday Life Access is provided online through our CQ Portal.		*\$200	0%
*Applying CQ eLearning added to Resource Package. Value: \$60. No price increase.			
Discount			
Total Cost (USD)			

Shipping cost estimate of CQ and Train-the-Trainers classes for initial 15 people: \$100.00

[Digital Resources Pricing Overview](#)

There is no minimum number of participants when purchasing digital resources. However, there are discounts available at certain breakpoints.

Package	a-la-carte
Starting at \$200 (per digital resource package)	Assessments: \$40-150 per participant eLearning: \$60 per course, per participant

Number of Participants	Discount
200-500	15%
501-1000	20%
1001-5000	30%

Additional Information:

Cost for hard copies is included in the certification course cost. Digital and downloadable resources are available to download for one year after completing certification, then there is a \$99 annual subscription fee per certified facilitator. The State reserves the right to print certification materials for personal use only.

Assessment feedback reports and eLearning modules are available indefinitely to both certified facilitators and their learners, through the online portal.

If the State's certified facilitators need "hard copy" materials for their learners, we offer participant guides for the two workshops:

1. Developing CQ: "What's Your CQ?" Participant guide \$25 each
 2. CQ Your Bias: "CQ Your Bias" Participant guide \$25 each
- Discount available for hard copies of participant guides, \$10 off each, if purchased with 200+ assessments or 200+ digital package.
- The State reserves the right to print Participant guides for workshop participants.



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Department of Technology, Management, and Budget
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P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **210000001261**

CONTRACTOR	Cultural Intelligence Center, LLC	STATE	Program Manager	Various	SW
	678 Front Ave NW, Suite 340				
	Grand Rapids, MI 49504				
	Gonzalo Ramirez	Contract Administrator		Courtney Powell	DTMB
	616-855-0502			(517) 249-0452	
	gonzalo.ramirez@culturalq.com			powellc11@michigan.gov	
	VS0200426				

CONTRACT SUMMARY				
CULTURAL COMPETENCIES TRAINING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2021	July 31, 2022	4 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$81,436.75	\$167,563.25	\$249,000.00		
DESCRIPTION				
Effective 10/29/2021, this contract is hereby increased by \$167,563.25. Specifically, \$49,480 was added for use by the REDI office to seek training for Leaders and Staff in the area of Cultural Intelligence.				
Contract administrator has changed to Courtney Powell.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Sharon Bland-Brady	313-456-6934	sharon.bland-brady@ssa.gov
MDHHS	Timothy Dame	517-241-9918	DameT@michigan.gov
EXEC	Poppy Hernandez	517-335-0236	Hernandezp3@michigan.gov
MDHHS	Daniel Surratt	517-242-9173	surratt@d@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **210000001261**

CONTRACTOR	Cultural Intelligence Center, LLC	STATE	Program Manager	Various	SW
	678 Front Ave NW, Suite 340				
	Grand Rapids, MI 49504				
	Gonzalo Ramirez		Contract Administrator	Brandon Samuel	DTMB
	616-855-0502			(517) 249-0439	
	gonzalo.ramirez@culturalq.com			samuelb@michigan.gov	
	VS0200426				

CONTRACT SUMMARY				
CULTURAL COMPETENCIES TRAINING				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2021	July 31, 2022	4 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$60,000.00	\$21,436.75	\$81,436.75		
DESCRIPTION				
Effective 8/13/2021 this contract is amended for Statewide use. Furthermore, to incorporate training for Michigan Disability Determination Services (within Michigan Department of Health and Human Services) with the additional funding of \$21,436.75. Program Managers are Sharon Bland-Brady (Sharon.Bland-Brady@ssa.gov) and Timothy Dame (DameT@michigan.gov). Invoices are to be sent to the Program Managers and MDHHS Accounts Payable email address at MDHSSS-CPU@michigan.gov.				
Additionally, Request for Solution is replaced with Request for Quote throughout contract.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Sharon Bland-Brady	313-456-6934	sharon.bland-brady@ssa.gov
MDHHS	Timothy Dame	517-241-9918	DameT@michigan.gov
EXEC	Poppy Hernandez	517-335-0236	Hernandezp3@michigan.gov

The grand total for this solution is \$21,436.75.

Solution	Price	Quantity	Subtotal
Public Cultural Intelligence Certification	\$2,695.00	5	\$13,475.00
Public Cultural Intelligence Train-the-Trainer	\$2,195.00	2	\$4,390.00
Public Unconscious Bias Train-the-Trainer	\$2,195.00	2	\$4,390.00

Total Fee	\$22,255.00
10% Multiple Event Discount	-\$2,225.50
5% 4+ Participant Discount	-\$1,112.75
Total	\$18,916.75

Solution	Price	Quantity	Discount	Subtotal
<input checked="" type="checkbox"/> CQ Pro Assessment	\$60.00	32	\$0.00	\$1,920.00
Developing Cultural Intelligence: Working Effectively Across Cultures™ (Virtual)*	\$395.00*	3	-\$885.00	\$300.00
CQ Your Bias: Use Cultural Intelligence to Manage Bias Workshop™ (Virtual)*	\$395.00*	3	-\$885.00	\$300.00

Certified Facilitator Public Workshop Discount **-\$1,770.00**

Total **\$2,520.00**

*The cost to attend our public workshop is \$395 per participant. If someone is attending in conjunction with their participation in a related train-the-trainer program, they qualify for a discount bringing the cost to \$100 per participant.



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management & Budget

525 W. Allegan St., 1st Floor, NE, Lansing, MI 48913

P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001261**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Cultural Intelligence Center, LLC
	678 Front Ave NW, Suite 340
	Grand Rapids, MI 49504
	Gonzalo Ramirez
	616-855-0502
	Gonzalo.Ramirez@culturalq.com
	VS0200426

STATE	Program Manager	Poppy Sias Hernandez	MIEOG
		517-898-2846	
		Hernandezp3@michigan.gov	
	Contract Administrator	Brandon Samuel	DTMB
		517-249-0439	
		Samuelb@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Cultural Competencies Training			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
8/1/2021	7/31/2022	4 1-year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Master Agreement is awarded on the basis of a Request for Quote. Orders for delivery will be issued directly by applicable agency (see Schedule A, 6.1 Authorizing Document)			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$60,000.00

CONTRACT NO. 210000001261

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Cultural Intelligence Center, LLC (“**Contractor**”), a Michigan Limited Liability Company. This Contract is effective on August 1, 2021 (“**Effective Date**”), and unless terminated, expires on July 31, 2022.

This Contract may be renewed for up to 4 – 1 year option periods. 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:
Brandon Samuel DTMB, Central Procurement Services 525 West Allegan Street Lansing, MI 48913 Email: samuelb@michigan.gov Phone: 517-249-0439	Gonzalo Ramirez Manager of Corporate Partnerships 678 Front Ave NW, Suite 340 Grand Rapids, MI 49504 Gonzalo.ramirez@culturalq.com 616-855-0502

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:
Brandon Samuel DTMB, Central Procurement Services 525 West Allegan Street Lansing, MI 48913 Email: samuelb@michigan.gov Phone: 517-249-0439	Gonzalo Ramirez Manager of Corporate Partnerships 678 Front Ave NW, Suite 340 Grand Rapids, MI 49504 Gonzalo.ramirez@culturalq.com 616-855-0502

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:
Poppy Sias Hernandez State of Michigan – Office of Governor Gretchen Whitmer George W. Romney Building 111 South Capitol Avenue Lansing, MI 48913 Email: hernandezp3@michigan.gov Phone: 517-898-2846	Gonzalo Ramirez Manager of Corporate Partnerships 678 Front Ave NW, Suite 340 Grand Rapids, MI 49504 Gonzalo.ramirez@culturalq.com 616-855-0502

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 – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the

State from claims that may arise out of, are alleged to arise out of, or otherwise 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	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	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 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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 twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (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. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 0.75% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint

venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of

Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

17. **Reserved.**
18. **Reserved.**
19. **Reserved.**
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt

from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

21. Reserved.

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

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

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

rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements,

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

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes. State Data does not include Licensed IP.
- 31. License Grant and Restrictions.**
- a. License Grant. Contractor hereby grants to the State a nonexclusive, perpetual, royalty-free, irrevocable (except as provided herein) right and license to use Contractor’s intellectual property provided to the State as part of the Contract Activities (“Licensed IP”) for the State’s internal purposes.
 - b. License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Licensed IP available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Licensed IP in any manner or for any purpose that is unlawful under applicable Law.
 - c. Use. The State will pay Contractor the fees set forth in the Pricing Schedule for all use of the Licensed IP, which fee will be Contractor’s sole and exclusive remedy for use of the corresponding Licensed IP.
- 32. 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.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **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.

37. **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.

- 38. 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.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. 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.
- 43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. 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:

Item	Description
Schedule A	Statement of Work
Schedule B	Pricing

- 51. 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.
- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. 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.
- 55. 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:

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 contract** 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:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. 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.
- c. 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:

- a. **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.
- b. **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.
- c. **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:

- a. **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.
- b. **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.

- c. **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.
- d. **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 7401-7671q](#)) 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](#).

- a. 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).
- b. 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.
- c. 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.
- d. 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.

- a. 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:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. 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>.
- c. 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

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.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Request For Solution – Cultural Competencies Training

This Contract identifies the anticipated requirements. The term “Contractor” in this document refers to Cultural Intelligence Center, LLC.

BACKGROUND

The State of Michigan Equity and Inclusion Officers have launched a stateside strategic plan to build DEI infrastructure and grow DEI leadership. This project is intended to be a pilot for training equity and inclusion officers in systems change work to build infrastructure and grow leadership. The objective is to develop a scalable cultural competency training that can be adapted and implemented across state departments with measurable outcomes tied to the strategic plan.

SCOPE

- The work includes a certification for facilitators.
- The work includes a train the trainer component.
- The work includes tools and materials for scaled implementation.
- The work includes evaluation tools and strategies to measure impact.
- The tools and materials can be integrated and used with other programs and/or trainings.
- The work emphasizes a systems change approach that builds cultural competency resulting in more inclusive environments.
- Initial training to be all virtual. At some point may move to partial or all in-person.

TIMING INFORMATION

Initial training to be completed by September 30, 2021.

Contract duration from August 1, 2021, through July 31, 2022

4 – 1yr. options are available.

1. Requirements

1.1 General Requirements

Contractor must provide all required training by designated time as determined by State Program Manager or designee. No Contractor cancellation will be allowed without State Program Manager or designee approval.

The State reserves the right regarding selection of initial training elements and beyond.

For the initial pilot program, Contractor recommends the following:

- In-House CQ Certification - An in-house program for the SOM where 15 EIOs will be introduced to the CQ® framework and learn how to debrief a CQ Assessment. (Approx. \$1,728.33 each)
- Public CQ Train-the-Trainer - Eight (8) of the EIOs will attend a public program and be trained and certified to conduct the *Developing CQ* workshop. (Approx. \$1,865.75 each)
- Public UB Train-the-Trainer - The other seven (7) EIOs will attend a public unconscious bias train the trainer certification that will equip them to conduct the *CQ Your Bias* workshop. (Approx. \$1,865.71 each)

Step 1: In-House CQ Certification

Certification

We will equip internal champions to train, coach, and strategize the implementation of CQ® at the State of Michigan. They will have the research, tools, and skills they need to be successful in driving the culture change the State of Michigan is seeking. This certification is a pre-requisite for the train-the-trainer courses we offer, and creates the strategic link between cultural competence and managing implicit bias.

OBJECTIVES

Certification will allow the State of Michigan to ensure that an internal champion is equipped to work with staff individually and in group sessions to help them learn along their CQ® journey. This will allow the continued growth and development of CQ® within the State of Michigan to flourish in a cost-effective and sustainable fashion.

SUMMARY

CQ® Certification – CQ® Certification introduces you to the research and history behind the CQ® model and why it matters. During certification, you learn how to effectively debrief assessment feedback reports. In addition, you will get a full set of research-based strategies for helping others improve their CQ®.

LEARNING OUTCOMES

CQ Certification

- Certified to use & debrief the only academically valid measurement of CQ®, the model, & assessments
- Equipped to develop and deploy an action plan & overall strategy for building a CQ® org
- Network with *CQ Certified* Professionals around the world
- Access to additional tools and resources (new research, online courses, etc.)

Step 2a: Public CQ Train-the-Trainer

We recommend CQ train-the-trainer for EIOs who are piloting Developing CQ workshops within their departments or agencies. Ideally they would attend the same scheduled train-the-trainer course. By having a group of EIOs complete the course together, they can more effectively begin building a community of practice. **This will help them plan and adapt the content of the workshop sooner and effectively deliver a consistent experience to their learners, while retaining flexibility to meet their learners on their journeys**

CQ® Train-the-Trainer

SUMMARY

In this train-the-trainer program, you will learn how to facilitate the Developing Cultural Intelligence Workshop, a highly interactive workshop that introduces the CQ model and research. Train-the-trainer participants learn how to effectively teach CQ®, debrief the CQ® assessment, provide strategies for developing CQ® in themselves and others, and effectively work with people from different backgrounds (e.g. domestic, international, generational, functional, etc.). You learn best practices for using CQ® within the State of Michigan and leave with an action plan for improving CQ®.

Prerequisite: CQ® Certification

LEARNING OUTCOMES

- Equipped to teach the *Developing Cultural Intelligence* Workshop, an interactive, scenario-based session that is successful in organizations across the world
- Full set of materials for teaching our most popular workshop (assessments purchased separately)

Step 2b: Public UB Train-the-Trainer

We recommend our Unconscious Bias train-the-trainer certification course for EIOs who are piloting CQ Your Bias workshops within their departments or agencies. By equipping a group of EIO's to deliver this workshop, the State will be able to effectively leverage training for teams who have identified an acute need for bias management training, and teams who have already completed awareness training.

The CQ® framework employed by this workshop enables learners to practice bias mitigation strategies with concrete actions. It also allows for the flexibility to adapt the workshop to align with the learning level of the participants

Unconscious Bias Train-the-Trainer

SUMMARY

In this train-the-trainer program, you will learn how to run the CQ Your Bias Workshop. This highly interactive workshop draws upon research-based findings to apply CQ® to identify and manage bias. You will learn how to teach a set of strategies for minimizing the effect of bias in individuals and organizations, as well as how to create an action plan for using CQ to manage bias. You will also learn how to use the Cultural Values Profile as an innovative way to address unconscious bias.

Prerequisite: CQ® Certification

LEARNING OUTCOMES

- Certified to teach the *CQ® Your Bias: Use Cultural Intelligence to Manage Bias* Workshop
- Full set of materials for offering a distinctive, research-based approach to unconscious bias (assessments purchased separately)

Digital Resources

It will be important for the State of Michigan to begin engaging learners right away. Providing them with access to digital resources will give the certified EIOs a set of tools that avoid the complication of shipping and printing. These resources are designed to offer learners a multi-faceted approach to their CQ® journey, by engaging them before, during and after a workshop or other facilitator-led learning experience.

CQ, CV and UB Digital Resources

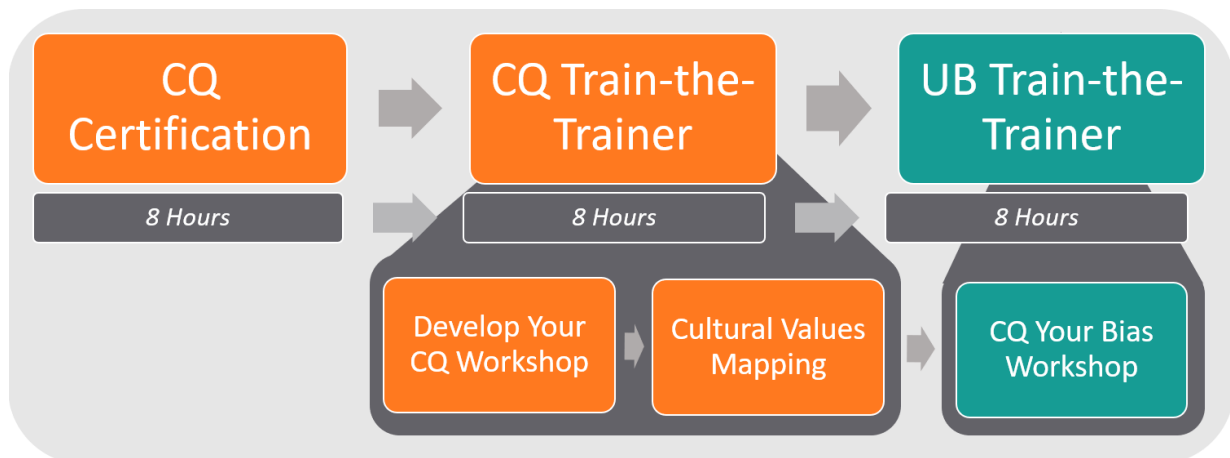
Scale the reach of your CQ efforts, using our on-demand digital resources.

OBJECTIVE

This digital resource package will allow the State of Michigan to quickly and effectively scale up the reach of CQ® efforts. Our research-based assessments and eLearning will augment the stickiness of the learning taking place through your internal workshops, coaching, and other CQ learning and development efforts.

Resources	Outcomes	Duration
CQ Starter: A 10-Minute Introduction to CQ Short interactive online session.	Participants learn what CQ is, why it matters, and what's next on their CQ® journey.	10 minutes
CQ Pro Assessment Self-assessment, measures participants' cultural intelligence, and preferences on 10 cultural values.	Participants receive a personalized feedback report and action plan for improving their CQ® and applying their understanding of cultural values.	10-15 minutes
My Cultural Values (MyCV™) This eLearning debriefs the 10 cultural values from self-assessment.	Interpret and identify cultural value preferences, understand their own preferences and how they can better relate to others.	1 to 1.5 Hours

My Cultural Intelligence (MyCQ) Basic e- learning debriefs the CQ capabilities and sub-dimensions from self-assessment.	Understand & improve their own CQ to work more effectively in culturally diverse situations	<i>1 Hour</i>	
MyUB: Recognize and Manage Bias – eLearning course on how to effectively manage unconscious bias (UB) with cultural intelligence.	1) Sustain the commitment to manage bias 2) Recognize bias in self and others 3) Develop the skills to interrupt bias 4) Create an action plan	<i>1 to 1.5 Hours</i>	



Certification Program Participants: Equity & Inclusion Officers

Workshop Participants: Individual learners

Contractor has identified the following provided material for State participants in the initial pilot Train-the-Trainer.

CQ Certification

- CQ 360 Assessment and Feedback Report
- MyCQ™ Pro – e-learning
- CQ Slide Decks – Adaptable deck for use alongside the full suite of CQ assessments
- Cultural Intelligence Readings – Research and applied practice articles, Expand Your Borders by Dr. David Livermore (book on key cultural similarities and differences across 10 global clusters)
- Additional Teaching and Coaching Resources
- Certificate of Completion

CQ Train-the-Trainer

- CQ Starter – 10-minute e-learning introducing CQ and why it matters
- Developing CQ Workshop Manual – 175+ pages
- Developing CQ Slide Decks – Complete set of slides to teach the workshop
- What's Your CQ Participant Guide – A 40-page guidebook packed with practical strategies and tips for improving and applying cultural intelligence in the workplace
- Case Studies – Choose one that fits the situation
- Certificate of Completion

CQ Train-the-Trainer

- MyUB™: Recognize and Manage Bias – on-demand eLearning course
- Articles – Participants also read several articles in preparation for the program.
- CQ Your Bias Facilitator's Manual – 175+ pages providing a detailed overview on how to conduct the workshop, plus a complete set of teaching notes, sample schedules, activities, and everything needed to facilitate the workshop (including notes on teaching an optional cultural values session).
- CQ Your Bias Slide Deck – Complete set of slides to teach the workshop
- CQ Your Bias Participant Guide – A 34-page guidebook for use during an unconscious bias workshop and filled with on-the-job strategies for managing bias
- Access to Additional Unconscious Bias Research and Articles
- Certificate of Completion

Contractor has identified how materials will be provided.

Hard Copy and downloadable digital copy:

Manuals, participant guides and certificates.

Downloadable digital copy:

Slide decks, research, articles, assessment feedback reports.

Online only:

eLearning is only available online.

1.2 Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

1.3 Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

A. Security Accreditation

Contractor is required to complete the State Security Accreditation process for the solution.

B. Application Scanning

Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on an annual basis or at least for each major release.

For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities.

- Dynamic Scanning for vulnerabilities, analysis, remediation, and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open-Source Scanning for vulnerabilities, analysis, remediation and validation

2. Acceptance

Acceptance by State Program Manager or designee will be determined by successful training sessions and approval of submitted invoices.

3. Staffing

3.1. Contractor Representative

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

The Contractor has identified Gonzalo Ramirez as the Contractor Representative. He can be reached at 616-855-0502 or Gonzalo.ramirez@culturalq.com

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

3.2. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 am to 6:00 pm EST.

3.3. Key Personnel

The Contractor must appoint a **Project Manager** who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 to 48 hours.

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

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

- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to

shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

- (ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$150.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$7,500.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$10,000.00 per individual.

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

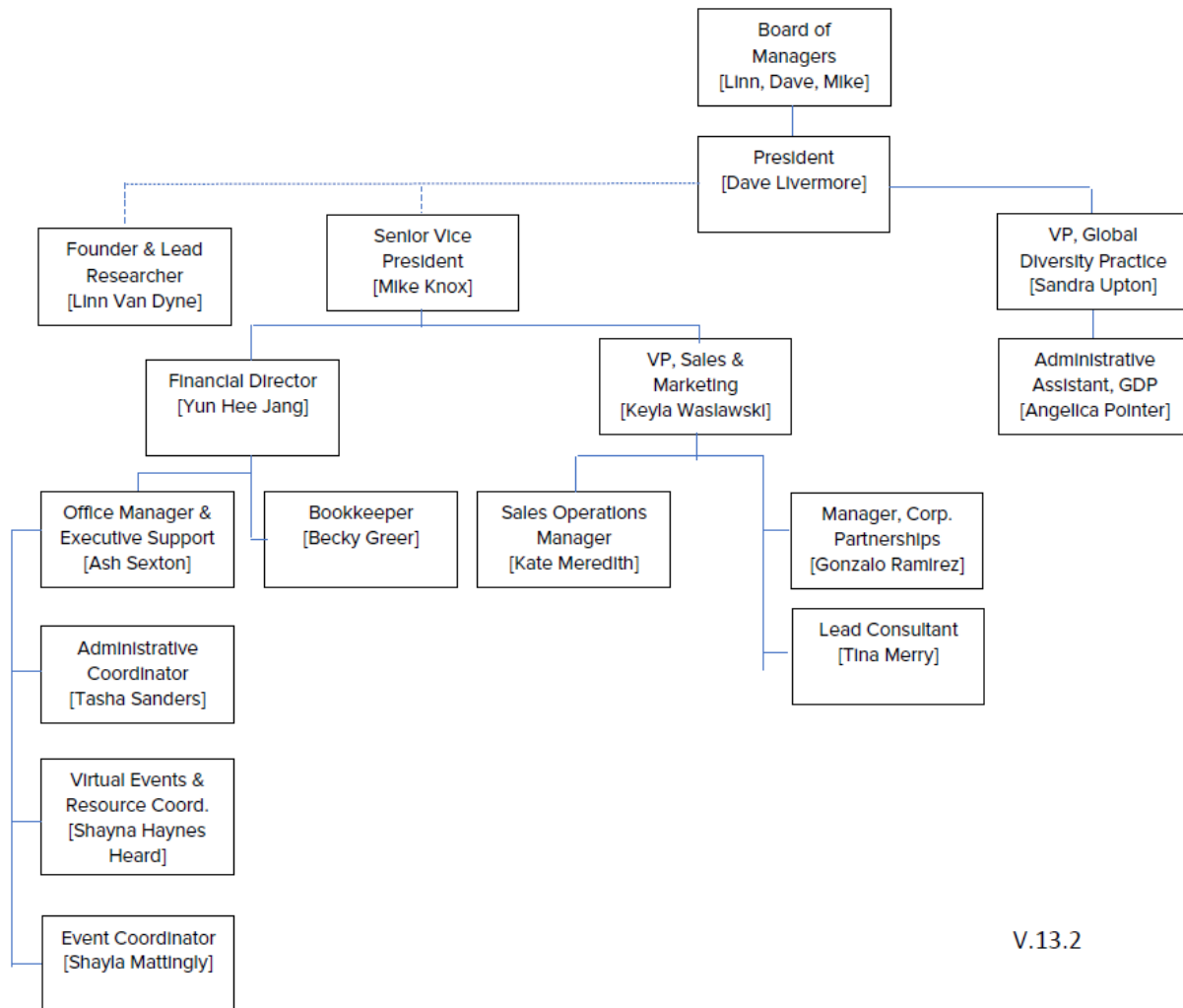
The Contractor has identified the following Key Personnel:

Gonzalo Ramirez (Manager of Corporate Partnerships) will be the Project Manager.

Keyla Waslawski (VP of Sales and Marketing)

Sandra Upton (VP, Global Diversity Practice)

3.4. Organizational Chart



3.5. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

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

3.6. Security

The Contractor's staff may be required to train at State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4. Project Management

4.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 15 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

Below is the Contractor's tentative project plan along with resources required.

Resources Required:

SOM certification and train-the-trainer participants should have access to the following to attend our virtual sessions, and access our program materials:

1. Zoom (<https://zoom.us/>), for the best experience we recommend accessing from a laptop or other desktop computer. The mobile version of the application (for tablets, or mobile devices) does not have access to all the zoom application functions we will be using in the virtual sessions.
2. CQ Center learning portal (<https://cqcenter.com>), participants will need to access our learning portal, create an account in our learning portal in order to complete self-assessments, and required eLearning.
3. All CQ Assessment and portal communication is sent from SendGrid.net and uses the IP address **168.245.76.226**. When participants receive communication, it will show cqaccount@culturalq.com as the sending address.
Please share this information with your IT personnel to help ensure participant communication is delivered successfully.

Tentative Project Plan:

Step 1: CQ Certification (in-house)

1. Project launch
 - a. Schedule 2-day, 4-hour per day, virtual certification program for SOM participants.

- b. Meeting 1: Logistics meeting to discuss dates, participant communications, facilitator details.
 - c. Meeting 2: Facilitator needs assessment- our in-house facilitator will meet with 2-3 key stakeholders at the state of Michigan to define key priorities for the certification program and adapt delivery of program as needed.
- 2. SOM will provide us final participant list 3-4 weeks prior to certification. Including names, titles, departments, email addresses, and mailing addresses.
 - a. Our event coordinator will share certification session details (video call information, date, times), and pre-work details.
 - b. Our event coordinator will ship required print materials to participants, including applicable books, manuals, certificates, and other standard content.
 - c. SOM participants will be required to complete pre-work prior to the certification program (approx. 3 hours)
 - d. Our event coordinator will follow up with reporting on completion status of pre-work materials.
 - e. Final details will be communicated 1 day prior to virtual certification start.
- 3. Certification program sessions:
 - a. Our facilitator will conduct 2, 4-hour sessions on agreed upon dates.
 - b. Our event coordinator will be available to assist with technical concerns, fielding questions, comments, managing break-out rooms, polling, etc.,
 - c. Our event coordinator will assist participants with access to digital credentials and post-certification materials licenses.
 - d. SOM participants will be expected to arrive several minutes prior to the start time, and remain for the duration of the program, except for two 10–15-minute breaks announced and determined by the facilitator.
- 4. Post-certification:
 - a. Meeting 3: After the certification program is complete, our project manager will meet with 2-3 key stakeholders.
 - b. We will aim to gain their perspective on the event, share insights from the CQ Center, and discuss next steps for sustainability, support and understanding impact.

Step 2: CQ/UB Train-the-Trainer (public)

- 5. The participants from CQ Certification (in-house) will split into two groups that will each attend a separate public virtual train-the-trainer program.
 - a. Approximately half will attend CQ Train-the trainer, and the other half will attend UB Train-the-trainer.

- b. Each participant will be responsible for completing the registration form on our website. This can be done as soon as the dates for the CQ Certification (in-house) have been confirmed.
 - c. Participation at any train-the-trainer program must take place after the CQ Certification.
 - d. SOM will be responsible for communicating any date preference to participants and enforcing their adherence.
 - e. Public train-the-trainer programs are available to anyone who has completed CQ Certification, availability may be limited and is generally capped at 25 participants per session, SOM participants should plan on registering well ahead of their desired date (4-8 weeks), to ensure they will be able to attend on their preferred date.
 - f. We will report on registration status of participants to our key stakeholders at SOM.
6. Train-the-trainer Pre-work
- a. Our public events coordinator will send pre-work assignments, materials, and details, including printed books, manuals and other materials.
 - b. SOM participants will be required to complete pre-work prior to the certification program (approx. 1.5 hours).
7. Train-the-trainer in session
- a. Our facilitator will conduct 2, 4-hour sessions on the scheduled public train-the-trainer dates.
 - b. Our public event coordinator will be available to assist with technical concerns, fielding questions, comments, managing break-out rooms, polling, etc.,
 - c. Our public event coordinator will assist participants with access to digital credentials and post-certification materials licenses.
 - d. SOM participants will be expected to arrive several minutes prior to the start time, and remain for the duration of the program, except for two 10–15-minute breaks announced and determined by the facilitator.
8. Post-train-the-trainer:
- a. Meeting 4: After the train-the-trainer program is complete, our project manager will meet with 2-3 key stakeholders.
 - b. We will aim to gain their perspective on the event, share insights from the CQ Center, and discuss next steps for sustainability, support and understanding impact.

Step 3: Using the Digital Resources (participant materials)

1. Once train the trainer is complete, we will provide SOM Certified facilitators (CFs) access to use the cqcenter.com portal to administer the participant materials (assessments, eLearning, etc.) to their workshop participants. These are available to be administered for 1 year, participants have access to their content unless they request the deletion of their data.
 - a. SOM CFs will plan a pilot workshop with an internal SOM audience selected by them.

This program will not be coordinated or operated by CQ Center, we are providing the materials and participant content.

4.2. Meetings

The Contractor must attend meetings deemed necessary by the State Program Manager or designee.

4.3. Reporting

The Contractor must submit a certification of completion report as requested by the Program Manager or designee.

The State may request other reports, as it deems appropriate.

5. Pricing

Pricing is firm for the entire length of the Contract.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a signed master agreement and Delivery Orders (DO).

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (f) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

7.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer.

7.3. Procedure

Invoices must be sent to the Program Manager and DTMB Accounts Payable email address at DTMB-Accounts-Payable@michigan.gov

8. Service-Level Agreements (SLAs)

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. On time training	
Definition and Purpose	All training must be held on time without Contractor cancellation unless approved by State Program Manager or designee. Refer to Section 1. General Requirements.
Acceptable Standard	The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	<p>\$500.00 may be assessed for each non-compliance.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SCHEDULE B PRICING

Request For Solution No. 210000001261 Cultural Competencies Training

- Contract Pricing must include all cost, 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 palletizing).

Solution	QTY	Regular Price	Discount
In-House CQ Certification			
Cultural Intelligence Certification <i>Course Fee</i>	1	\$20,000	0%
Participant Fee for CQ Certification <i>Per participant Fee</i> Primary Audience: Equity & Inclusion Officers Timeline: During Q3 2021	15	\$395	0%
			\$25,925
Public CQ Train-the-Trainer			
Public Cultural Intelligence Train-the-Trainer** <i>Per participant Fee (no course fee for public certification)</i> Timeline: During Q3 2021	8	\$2,195	15%
			\$14,926
Public UB Train-the-Trainer			
Public Unconscious Bias Train-the-Trainer** <i>Per participant Fee (no course fee for public certification)</i> Timeline: During Q3 2021	7	\$2,195	15%
			\$13,060.25
DIRECTLY BELOW IS REGARDING STATE OF MICHIGAN TRAINER FACILITATING A WORKSHOP			
Digital resources for 1st group of workshop participants			

Digital Resource Package: CQ, CVs, & UB	25	\$200	0%
Digital Package			
CQ Starter: A 10-Minute Introduction to Cultural Intelligence			
CQ Pro Assessment			
eLearning: MyCV™, MyCQ Basic, & MyUB			
Access is provided online through our CQ Portal.			
			\$5,000
Discount			-\$ 4,938.75
Total Cost (USD)			\$58,911.25

Shipping cost estimate of CQ and Train-the-Trainers classes for initial 15 people: \$100.00

Digital Resources Pricing Overview

There is no minimum number of participants when purchasing digital resources. However, there are discounts available at certain breakpoints.

Package	a-la-carte
Starting at \$200 (per digital resource package)	Assessments: \$40-150 per participant eLearning: \$60 per course, per participant

Number of Participants	Discount
200-500	15%
501-1000	20%
1001-5000	30%

Additional Information:

Cost for hard copies is included in the certification course cost. Digital and downloadable resources are available to download for one year after completing certification, then there is a \$99 annual subscription fee per certified facilitator. The State reserves the right to print certification materials for personal use only.

Assessment feedback reports and eLearning modules are available indefinitely to both certified facilitators and their learners, through the online portal.

If the State's certified facilitators need "hard copy" materials for their learners, we offer participant guides for the two workshops:

1. Developing CQ: "What's Your CQ?" Participant guide \$25 each
2. CQ Your Bias: "CQ Your Bias" Participant guide \$25 each

Discount available for hard copies of participant guides, \$10 off each, if purchased with 200+ assessments or 200+ digital package.

The State reserves the right to print Participant guides for workshop participants.