



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **MA24000001357**

CURRENT CONTRACTOR	ERACCE
	326 W. Kalamazoo Ave. #402
	Kalamazoo, MI 49007
	B Jo Ann Mundy
	(269) 271-3121
	joann@eracce.org
CV0001775	

NEW CONTRACTOR	ERACCE
	1432 Cherokee St
	Kalamazoo MI 49006
	B Jo Ann Mundy
	(269) 271-3121
	joann@eracce.org
CV0001775	

STATE CONTACTS				
Program Manager	Various	MDHHS	Contract Administrator	
			Kyle London	DTMB
			517-614-3616	
			londonk1@michigan.gov	

CONTRACT SUMMARY				
Statewide Institutional Anti-Racism Training				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2024	September 30, 2027	2 - 1 Year	September 30, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (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"/>	0 Years	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,934,930.00		\$0.00	\$1,934,930.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective January 28, 2026, the Vendor address is updated to the following: 1432 Cherokee St, Kalamazoo, MI 49006.

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	Letha Murray		MurrayL3@michigan.gov
MDHHS	Sonya Butler		BUTLERS2@michigan.gov
MDHHS	Jeannetta Johnson		JohnsonJ68@michigan.gov
MDHHS	Jemar Sutton		SuttonJ2@michigan.gov
MDHHS	Daniel Surratt		SurrattD@michigan.gov
MDHHS	Christina Uzarek		UzarekC@michigan.gov



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **MA240000001357**

CONTRACTOR	ERACCE
	326 W. Kalamazoo Ave. #402
	Kalamazoo, MI 49007
	B Jo Ann Mundy
	(269) 271-3121
	joann@eracce.org
	CV0001775

STATE	Program Manager	Various	MDHHS
	Contract Administrator	Kyle London	DTMB
		(517) 614-3616	
		londonk1@michigan.gov	

CONTRACT SUMMARY

Statewide Institutional Anti-Racism Training			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2024	September 30, 2027	2 - 1 Year	September 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (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"/>	0 Years	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,934,930.00		\$0.00	\$1,934,930.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective November 7, 2025, the attached training changes are hereby incorporated into the Schedule A - Statement of Work, and the associated pricing is added to the Schedule B - Pricing.

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	Letha Murray		MurrayL3@michigan.gov
MDHHS	Sonya Butler		BUTLERS2@michigan.gov
MDHHS	Jeannetta Johnson		JohnsonJ68@michigan.gov
MDHHS	Jemar Sutton		SuttonJ2@michigan.gov
MDHHS	Daniel Surratt		SurrattD@michigan.gov
MDHHS	Christina Uzarek		UzarekC@michigan.gov

SCHEDULE A – STATEMENT OF WORK

Contract No. 24000001357
Change Notice 1

1.1 General Requirements

B. Team Development Training

5. Applying an Equity Lens to Community Agreements and Conflict Resolution
 - a. Provide tools to build a more trusting and supportive community environment.
 - b. Lay the groundwork for taking on difficult conversations in your organization/institution.
 - c. Create space for discussing conflict and conflict resolution strategies.

SCHEDULE B - PRICING

Contract No. 24000001357
Change Notice 1

Partial Day Training Events			
Capacity Building - Analysis Workshop Content (2-hour, up to 35 people)	\$3,000.00		
Capacity Building – Analysis Workshop Content (3-hour, up to 35 people)	\$4,500.00		
Applying an Equity Lens to Community Agreements and Conflict Resolution (4-hour, up to 50 people)	\$4,250.00		



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000001357**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	ERACCE
	326 W. Kalamazoo Ave. #402
	Kalamazoo, Michigan 49007
	B Jo Ann Mundy
	(269) 271-3121
	joann@eracce.org
	CV0001775

STATE	Program Manager	Multiple	MDHHS
Contract Administrator	Emily Massa	DTMB	
	517-897-7321		
	massae@michigan.gov		

CONTRACT SUMMARY			
DESCRIPTION: Statewide Institutional Anti-Racism Training			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2024	9/30/2027	2 - 1 Year	9/30/2027
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 IS NOT AN ORDER. This Contract is awarded based on the States inquiry bearing the solicitation number 240000001784. Orders for delivery will be issued directly by the utilizing Department via a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<u>\$1,934,930.00</u>

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

AGENCY	NAME	PHONE	EMAIL
MDHHS	Letha Murray		MurrayL3@michigan.gov
MDHHS	Sonya Butler		BUTLERS2@michigan.gov
MDHHS	Jeannetta Johnson		JohnsonJ68@michigan.gov
MDHHS	Hollie Panavas		PanavasH@michigan.gov
MDHHS	Jemar Sutton		SuttonJ2@michigan.gov
MDHHS	Daniel Surratt		SurrattD@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and ERACCE (“**Contractor**”), a Michigan 501(c)3 Corporation. This Contract is effective on October 1, 2024 (“**Effective Date**”), and unless terminated, will expire on September 30, 2027 (the “**Term**”).

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

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
See Contract Administrator information shown below.	Jordan X Evans, ERACCE, Co-Executive Director 403 N Pennsylvania Ave Lansing, MI 48913 jordan@eracce.org 517.614.5874

- 3. Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Emily Massa 320 S. Walnut St Lansing, MI 48933 massae@michigan.gov 517-897-7321	Sara Carroll-Muniz ERACCE, Co-Executive Director 1432 Cherokee St Kalamazoo, MI 49006 sara@eracce.org 269.254.7561

- 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:
Various by State Agency	B Jo Ann Mundy ERACCE, J.E.D.I. Practitioner 2305 Arlington Rd Lansing, MI 48906 joann@eracce.org 269.271.3121

- 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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

- 6. Insurance Requirements.**

See Schedule C

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% 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. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its

creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. 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.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. 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 a Statement of Work, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. 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 a Statement of Work. 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 24, 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.

- 18. Reserved.**
- 19. Reserved.**
- 20. Reserved.**

21. Invoices and 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 provided as specified in a Statement of Work. 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. Notwithstanding the foregoing, all fees 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance

with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. 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.

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

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.
- 26. 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) 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 (d) 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.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. 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.

- 30. 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.
- 31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. 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 or commercial purposes.
- 33. Reserved.**
- 34. 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.
- 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; or, (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 or is: (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.

35. Reserved.

36. Reserved.

37. Reserved.

38. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, 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 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 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.

39. Representations and Warranties. 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 24, Termination for Cause.

- 40. 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.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Reserved.**
- 43. Reserved.**
- 44. 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.

- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. 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 the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. 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.
- 49. 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.
- 50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. 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:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements

52. Entire Agreement and Order of Precedence. This Contract, which includes Statement of Work, and schedules and exhibits, 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

53. 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.

54. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

55. Survival. Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

56. 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.

SCHEDULE A – STATEMENT OF WORK

Contract No. 240000001357

Institutional Anti-Racism

BACKGROUND/PROJECT DESCRIPTION

The State of Michigan is seeking to develop an educational training program for State employees that focuses on Michigan’s history of systemic racism, it’s impact on varying cultures, and government institutions. The program will focus on the development of training to teach staff on how racism can be addressed and eliminated from the workplace by establishing a positive framework. Michigan Department of Health and Human Services (MDHHS) will be utilizing this contract and other State agencies will be added on as requested throughout the life of the Contract.

SCOPE

Systemic racism has been significant issue that has had a stronghold on the United States history. While much of the practices have been disbanded, there is still room for improvement which the State of Michigan is working to address. The State is looking to add to the institutional improvement by developing an educational training program to provide to staff and leadership.

1. Requirements

1.1. General Requirements

A. Education on Systemic Racism

The Contractor will facilitate an educational training program for staff on the following subjects related to systemic racism:

1. Introduction to Systemic Racism
 - a. Define racism as a systemic issue.
 - i. Structural problems, not simply a matter of individual attitudes and acts of racial prejudice.
Teaching new frameworks for thinking about and defining racism.
 - ii. Challenging conversations as productive and helpful
2. Critical Cultural Competency and Intercultural awareness.
 - a. Include how to appropriately work and communicate across different cultures.
 - i. Understand the power dynamics in society that impact us.

- ii. Develop the skills to interrupt old patterns and inequitable practices that limit access and exclude some people from our institutions
 - iii. Understand how to make decisions based on multiple perspectives where all people can be heard and represented.
 - iv. Self-reflection about our cultural shaping as individuals and institutions
- 3. Relationship between Systemic Racism, institutions, and its historical significance.
 - a. Identify links between history and the present day to conceptualize how racism produces inequities in:
 - i. Economic Stability
 - ii. Housing
 - iii. Health
 - iv. Built Environments.
 - v. Workplaces
 - vi. Every Racialized Group
 - vii. Others as indicated by Program Area
 - b. Explore institutional values and connect them to institutional culture as well as well as to individual participants by exploring our socialization, the internalization of racism, and individual identity development.
- 4. Impact of Systemic Racism on Social Determinants of Health, including but not limited to:
 - a. Food Justice
 - b. Economic Equity
 - c. Health Equity
 - d. Housing
 - e. Education
 - f. Neighborhood and Built Environment

B. Team Development Training

The Contractor will develop a multi-day training workshop open to all State employees that includes an orientation, skill building, and strategic planning. The training topics must include, are not limited to the following:

- 1. Application, Analysis of Critical Cultural Competency
 - a. Understand the power dynamics in society that impact us.
 - b. Develop the skills to interrupt old patterns and inequitable practices that limit access and exclude some people from our institutions, build trust and clear communication.
 - c. Understand how to make decisions based on multiple perspectives where all people can be heard and represented.

2. Dismantling Systemic Racism
 - a. Explore the historical development of institutional racism in the United States and how it impacts society today.
 - b. Analyze what systemic racism is, how it operates institutionally, historically, and culturally, and how it shapes individual identity.
 - c. Internalizing a shared language for talking effectively about systemic racism, and how it operates in society, and within their institution/organization.
 - d. Equipping their institution with a framework for examining culture and values and moving toward antiracist transformation.
 - e. Begin teaming together, building their person of color (POC) and white collective in caucusing.

3. Anti-racism Leadership Development

Building capacity through:

- a. Critical Analysis
- b. Recognizing racialization processes in institutional structures
- c. Responding in ways that are reflexive and proactive.
- d. Examining individual, institutional, and systemic resistance to change.
- e. Examining how institutions create, sustain, and reproduce systemic racism and inequitable outcomes.

4. Race Based Caucusing

Build and maintain a qualified group of individuals that can facilitate caucus groups and perform the following:

- a. Facilitate caucus groups that center around the topic racism, and the individual experiences to promote a dialogue amongst staff.
- b. Provide training to qualified staff on how to facilitate their own caucus groups.

C. Technical Assistance

1. Consulting Services

- a. Work with the State to develop training around addressing situations and questions regarding systemic racism.
- b. Provide guidance in review of current state processes to assist with revising problematic processes/procedures as they relate to systemic racism.
- c. Routinely meet with the State on the following:
 - i. Attendance and Participation

ii. Caucus Groups Progress and Effectiveness

D. Administration Duties

1. The Contractor must notify the appropriate Program Manager or designee 14 calendar days prior of any scheduled training.
2. The Contractor must provide reports per the timeline is Section 12. Reporting.

E. Delivery of Training

The Contractor must:

1. Conduct training sessions either in-person at locations throughout the State of Michigan, remotely via a virtual platform, as determined and approved by the State.
 - a. In-person trainings could be held throughout Michigan (e.g., Grand Rapids, greater Lansing area, Metro Detroit area, etc.) with specific locations to be determined and agreed to by the Contractor and the State.
 - b. Virtual trainings will be held via Zoom or other agreed upon platform.
2. For in-person training delivery, arrange and pay for transportation, parking, lodging and meals for its staff (not reimbursable). The Contractor is not responsible for costs of the training space or meals and refreshments for trainees.
3. For in-person training, ensure trainers arrive at least 30 minutes before each scheduled session to greet participants and remain at least 30 minutes after each session to debrief, if needed, and/or answer questions. For virtual training, ensure trainers arrive at least 15 minutes before each scheduled session to greet participants and remain at least 15 minutes after each session to debrief, if needed, and/or answer questions.
4. Ensure trainers conduct trainings with professionalism and courteous behavior.
5. Copy and provide necessary training curriculum and materials (hard and electronic copy, training dependent) at each training session.
6. Provide overall course management including maintain a system to register for each training session, distribution of registration confirmation including instructions for accessing training and training materials, and communication with attendees.
7. Provide Program Area list of registrants versus actual attendees for each session at least quarterly.
8. One in-person training day is no fewer than six (6) hours of instruction.
9. One virtual training day is no fewer than 3 hours of instruction.
10. Provide documentation and training materials

- a. Provide registrants access to a PDF of course materials one (1) week prior to the scheduled trainings.
 - b. Contractor to remain accessible by virtual meeting platform or in-person during the training for assistance, if required.
11. Review results from student evaluations and incorporate suggestions regarding training methods into for future trainings, if appropriate.
 12. Facilitate anonymous feedback among training participants and provide it to the appropriate program manager quarterly.

1.2. IT Specific Standards

Mobile Responsiveness

The Contractor's Software must utilize responsive design practices to ensure the application is accessible via all mobile device types (e.g. mobile phones, tablets, laptops, etc.).

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with the Digital Accessibility Standards.

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within the timeframe specified on the Delivery Order by Agency. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one (1) 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 representative is B Jo Ann Mundy.

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

3.2. 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:
Emily Massa 320 S. Walnut St Lansing, MI 48933 massae@michigan.gov 517-897-7321	Sara Carroll-Muniz 1432 Cherokee St Kalamazoo, MI 49006 sara@eracce.org 269.254.7561

3.3. 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:
Various by State Agency	B Jo Ann Mundy 2305 Arlington Rd Lansing, MI 48906 joann@eracce.org 269.271.3121

3.4. Customer Service Number

The Contractor must specify its number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

The customer service number is 269.389.9956.

3.5. Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

3.6. Key Personnel

The Contractor must appoint one (1) individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable of the contractual requirements, and respond to State inquiries within 24 hours.

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

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under 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 \$10,000 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 \$10,000 credit specified above,

Contractor will credit the State \$333.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$10,000 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 \$20,000 per individual.

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

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

- A.** The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:
- 1.** Name and title of staff that will be designated as Key Personnel.
 - 2.** Key Personnel years of experience in the current classification.
 - 3.** Identify which of the required key personnel positions they are fulfilling.
 - 4.** Key Personnel's roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - 5.** Identify if each Key Personnel is a direct, subcontract, or contract employee.
 - 6.** Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
 - 7.** List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
 - 8.** Identify each Key Personnel's percentage of work time devoted to this Contract.

9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

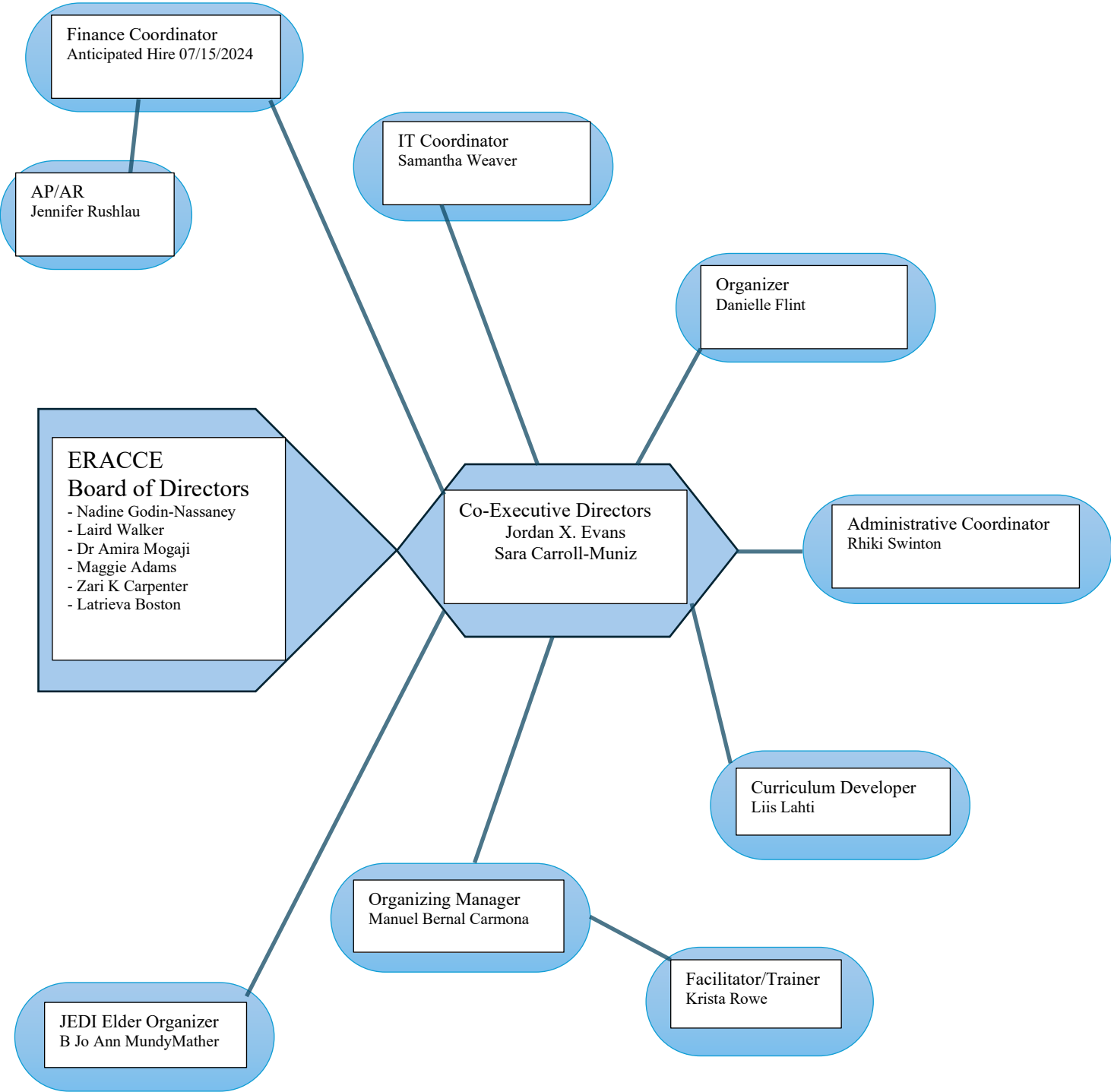
1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time
B Jo Ann Mundy	15 years	- J.E.D.I. Practitioner, Facilitator & Trainer - Monitor & coordinate day-to-day activities of the Contract - Collect and analyze evaluation data - Revise contract work plan as necessary	Direct	FT
Jennifer Rushlau	2 years	- Track & monitor all financial components of the SoM Contract	Subcontract	T
Krista Rowe	10 years	Co-develop & facilitate ERACCE Analysis & Team Development Processes - Evaluate and Revise Workshop facilitation plan as necessary	Subcontract	T
Sara Carroll-Muniz	2 years	- Facilitator & Trainer - Educator, & Curriculum Developer	Direct	FT

B. The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the RFP.

Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the RFP.

3.7. Organizational Chart

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



3.8. 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
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

[Michigan Qualified Opportunity gross annual salesy Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

3.9. Security

The Contractor will be subject to the following security procedures: background checks per the Contract Terms and, signing in at security upon entering a State facility. Specific Agencies might require additional specific security or confidentiality disclosure requirements.

The Contractor must explain any additional security measures in place to ensure the security of 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 final project plan to the Program Manager for 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, timeline, and resources required.

4.2 Meetings

The Contractor must attend the following meetings:

- A. Development meetings
- B. Revision meetings

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

The Contractor must attend the following meetings:

- A. Within 15 days of the contract effective date, make contact and meet with the MDHHS Program Managers to schedule an initial planning meeting(s), which will involve meeting with the State Program Manager and other State of Michigan staff to review and modify training curriculum, training content and materials.
- B. Within 10 days of a request from a new user, the Contractor will schedule a kickoff meeting with applicable agency.
- C. At least 30 days prior to any scheduled training, meet with the State Program Manager to provide any updated training material (physical or electronic) and discuss the evaluation feedback from the previous training(s) and

collectively determine if additional changes in the training materials or delivery is necessary.

- D. The State Program Manager may request other meetings, as it deems appropriate.

4.3 Reporting

The Contractor must submit to State Program Manager reports that indicate the status and effectiveness of activities performed under this Contract as indicated:

- A. Quarterly reports of employees that have participated
- B. A list of participants for each training session, including participant name, work location, date and topic of training. These summaries can be submitted as supporting documents with invoices.
- C. A quarterly synopsis and a breakdown of the trainings provided.
- D. A quarterly report *anonymously* summarizing participant evaluations indicating the effectiveness of the presentation(s) and survey results. The written report must be emailed to the Program Manager within 30 days of completion of each training session. The report must describe:
 - 1. Results of the surveys administered after each training.
 - 2. The overall effectiveness of the training, areas for improvement and the interaction with the participants/trainees, and partner agencies.
 - 3. Success and/or issues or barriers that occurred during each training session and an evaluation of the training from the surveys provided, distributed, and collected at the end of each training session.

5. Pricing

5.1 Price Term

Pricing is firm for the entire length of the Contract.

5.2 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other

pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

6. Invoice and Payment

6.1 Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

6.2 Invoice Requirements

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

6.3 Payment Methods

The State will make payment for Contract Activities via EFT

7. Liquidated Damages

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

8. Service-Level Agreement (SLA)

Due to the nature of this solicitation, SLAs will be developed by the State based on the responses received.

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.	Adherence to the Scope of Work
Acceptable Standard	The Contractor must adhere to all aspects outlined in the Statement of Work, as agreed-upon in the final version of this contract. The acceptable standard is 100% compliance.
Methodology	The Program Manager will review performance per language in this contract and will denote any instances where the successful contractor fails to fulfill aspects of the contract.
Credit Due for Failing to Meet the Service Level Agreements	<p>A credit of 1% of the monthly invoice value from the month when each failure occurred will be assessed for each failure to fulfill contract obligations and will continue to be assessed at a rate of 1% of each subsequent monthly invoice value in the event that the failure hasn't been corrected for a respective month.</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>

SLA Metric 2.	Reporting
Definition and Purpose	The Contractor must adhere to all aspects outlined in the Section 12. Reporting, as agreed-upon in the final version of this contract. The acceptable standard is 100% compliance.

<p>Acceptable Standard</p>	<ol style="list-style-type: none"> 1. All reports will be received by the specified date. 2. All reports will be accurate and free of errors. Incomplete or inaccurate reports will be returned to the Contractor. <p>The acceptable standard is 100% compliance.</p>
<p>Methodology</p>	<p>The MDHHS Program Manager will review reports per language in this contract and will denote any instances where the Contractor fails to fulfill aspects of this Section.</p>
<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each inaccurate or late report submitted according to Section 12. Reporting. <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.</p>

SCHEDULE B PRICING

Contract No. 240000001357

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

Quick payment terms: N/A% discount off invoice if paid within N/A days after receipt of invoice.

Services to be Delivered	In-Person Training	Virtual Instructor Led Training (ILT)	Computer Based Training
All prices include: two ERACCE Trainers, and one ERACCE support/organizer, printing, materials, supplies and travel for ERACCE staff. All prices exclude: Training space, meals and refreshments for participants and trainers, and compensation for State employees time.			
Education of Systemic Racism			
Multi-day Training Events			
- Institutional Understanding & Analyzing Systemic Racism Workshop (2.5-days)	\$26,000.00		
- Institutional Understanding & Analyzing Systemic Racism Workshop (six .5-days)		\$26,000.00	
- Regional Understanding & Analyzing Systemic Racism Workshop (2.5-days)	\$600.00		
Per person			

- Regional Understanding & Analyzing Systemic Racism Workshop (six .5-days) Per person		\$600.00	
One Day Workshop & equivalent			
- Introduction of Systemic Racism (Institutional 1-day)	\$8,500.00		
- Introduction of Systemic Racism (Institutional 2 .5-day)		\$8,500.00	
- Regional Introduction of Systemic Racism (1-day) Per person		\$200	
- Regional Introduction of Systemic Racism (2 .5-day) Per person	\$200		
- Anti-Racism Leadership Development (Institutional 1-day)	\$8,500.00		
- Anti-Racism Leadership Development (Institutional 2 .5-day)		\$8,500.00	
- Critical Cultural Competency (Institutional 1-day)	\$8,500.00		
- Critical Cultural Competency (Institutional 2 .5-day)		\$8,500.00	
- Food Justice Workshop (Institutional 1-day)	\$8,500.00		
- Food Justice Workshop (Institutional 2 .5-day)		\$8,500.00	
- Health Equity Workshop (Institutional 1-day)	\$8,500.00		
- Health Equity Workshop (Institutional 2 .5-day)		\$8,500.00	

- Communication, Conflict & Culture Workshop (Institutional 1-day)	\$8,500.00		
- Communication, Conflict & Culture Workshop (Institutional 2 .5-day)		\$8,500.00	
Team Development Training Series			
- Planning & Design Task Force	\$48,000.00	\$48,000.00	
- Team Orientation	\$27,500.00	\$27,500.00	
- Team Analysis	\$6,600.00	\$6,600.00	
- Team Application Day	\$300.00	\$300.00	
- Institutional Assessment	\$11,600.00	\$11,600.00	
- Strategic Planning	\$3,100.00	\$3,100.00	
- Team Follow-up/Transition	\$1,200.00	\$1,200.00	
- Caucus Facilitation Training	\$8,500.00	\$8,500.00	
- Caucus Session Facilitation (6 caucus sessions)	\$8,700.00	\$8,700.00	
- Individual Caucus/Session Facilitation	\$1,450.00	\$1,450.00	
Technical Assistance (hourly, up to 2 Organizers)			
- Curriculum Development	\$500.00	\$500.00	
- Coaching	\$375.00	\$375.00	
- Consult	\$375.00	\$375.00	
Two-day Training Events			
Institutional Antiracism Leadership Development (ARLD) (2-days)	\$17,350.00		
Institutional Antiracism Leadership Development (ARLD) (4-half days)		\$17,350.00	

Individual Antiracism Leadership Development (ARLD) (2-days) Per person	\$450.00		
Biennial Gathering (Ind) Per person	\$500.00		
Individual Organizing 101 Prerequisite Analysis Workshop Per person	\$400.00		
Partial Day Training Events (up to 35 people)			
Capacity Building - Analysis Workshop Content	2-hour	3-hour	
	\$3,000.00	\$4,500.00	

SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 240000001357

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- 7. Limits of Coverage & Specific Endorsements.**
- 8.**

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.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits:	

Required Limits	Additional Requirements
\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	

9. Notice of Non-Compliance. Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.

10. Non-Waiver. This Schedule C 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.