



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Treasury  
 7285 Parsons Dr, Dimondale MI 48821

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
 to  
 Contract Number **25000000666**

<b>CONTRACTOR</b>	California Creative Solutions
	13475 Danielson Street, Suite 230
	Poway, CA 92064
	Hitesh Jain
	(858) 208-4131
	govsales@ccslearningacademy.com
	VS0074241

<b>STATE</b>	Program Manager	Jeron Bushong	TREAS
		517-388-6009	
	BushongJ4@michigan.gov		
	Contract Administrator	Andrew Shaver	TREAS
517-420-53289			
Shavera@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Leadership Training Development Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
5/1/2025	4/30/2028	2, 1-year	4/30/2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$75,000			\$75,000	
<b>DESCRIPTION:</b> The following amendment will be incorporated into this Contract per the changes attached within the "Amendments to MA 25000000666" (See Below)				

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

**Amendments to MA 250000000666**  
**Change Notice 1**  
**Leadership Training Development Services**

**2. Service Requirements**

**2.1. Timeframes**

All Contract Activities must be delivered by:

A. Middle Managers:

1. Curriculum development and pilot preparation completed by July 30, 2025.
2. Pilot to commence no later than August 15, 2025, and conclude no later than September 30, 2025.

B. Senior Leaders:

1. Curriculum development and pilot preparation completed by August 30, 2025.
2. Pilot to commence no later than September 1, 2025, and conclude no later than September 30, 2025.

C. Emerging Leaders:

1. Curriculum development and pilot preparation completed by June 1, 2025.
2. Pilot(s) to commence no later than July 15, 2025, and conclude no later than September 30, 2025.

**9. Service-Level Agreement (SLA)**

**Service Level Agreements for this Contract will be as follows:**

<b>SLA Metric 1. Timely Deliveries</b>	
Definition and Purpose	<p>All services must be delivered within the identified pilot calendar days listed in the contract below:</p> <ul style="list-style-type: none"><li>• Middle Managers:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by July 30, 2025.</li><li>2. Pilot to Commence by August 15, 2025, and conclude by September 30, 2025.</li></ol></li><li>• Senior Leaders:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by August 30, 2025.</li><li>2. Pilot to commence by September 1, 2025, and conclude by September 30, 2025.</li></ol></li><li>• Emerging Leaders:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by June 1, 2025.</li><li>2. Pilot(s) to commence by July 15, 2025, and conclude by September 30, 2025.</li></ol></li></ul>

# Schedule B - Pricing

Contract No. 25000000666  
Leadership Development Training

1. Payments to be issued under Net45 Terms in accordance with the completion of each milestone furthest listed date.

<b>Milestone/Course Name</b>	<b>Date To Be Completed</b>	<b>Milestone Pricing</b>
<b><u>Milestone 1:</u></b>  Middle Manager Curriculum development and pilot preparation.	<b>July 30, 2025</b>	<b>\$2,700</b>
<b><u>Milestone 2:</u></b>  Middle Managers - Pilot	<b>August 15, 2025, through no later than, September 30, 2025</b>	<b>\$8,242</b>
<b><u>Milestone 3:</u></b>  Senior Leaders Curriculum development and pilot preparation.	<b>August 30, 2025</b>	<b>\$5,400</b>
<b><u>Milestone 4:</u></b>  Senior Leaders - Pilot	<b>September 1, 2025, through no later than, September 30, 2025</b>	<b>\$8,242</b>
<b><u>Milestone 5:</u></b>  Emerging Leaders Curriculum development and pilot preparation.	<b>June 1, 2025</b>	<b>\$1,350</b>

<b><u>Milestone 6:</u></b> Emerging Leaders - Pilot	<b>July 15, 2025</b> , through no later than, <b>September 30, 2025</b>	<b>\$4,471</b>
<b>Total</b>		<b>\$30,405</b>
<b>Post Pilot Session – Senior Leaders – 2 days</b>		<b>\$8,242</b>



# STATE OF MICHIGAN PROCUREMENT

Department of Treasury  
7285 Parsons Dr, Dimondale MI 48821

## CONTRACT CHANGE NOTICE

Change Notice Number 2  
to  
Contract Number 250000000666

<b>CONTRACTOR</b>	California Creative Solutions
	13475 Danielson Street, Suite 230
	Poway, CA 92064
	Hitesh Jain
	(858) 208-4131
	govsales@ccslearningacademy.com
	VS0074241

<b>STATE</b>	Program Manager	Jeron Bushong	TREAS
		517-388-6009	
		BushongJ4@michigan.gov	
	Contract Administrator	Andrew Shaver	TREAS
		517-420-53289	
		Shavera@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Leadership Training Development Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
5/1/2025	4/30/2028	2, 1-year	4/30/2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$75,000			\$75,000	
<b>DESCRIPTION:</b> The following amendment will be incorporated into this Contract per the changes attached within the "Amendments to MA 250000000666" (See Below)				

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

**Amendments to MA 25000000666**  
**Change Notice 2**  
**Leadership Training Development Services**

**1. Instruction and facilitation:**

B. Middle Manager cohorts must consist of at least one, and up to two (2) pilot cohort(s), facilitated by the Contractor.

1. Facilitation will be in-person at State of Michigan locations to be determined.
2. Ongoing program facilitation will then be managed and facilitated by the Program Manager.

B. All Senior Leader cohorts must be facilitated by the Contractor. Senior Leader cohorts must consist of up to six (6) 1-day cohorts per year.

**2. Service Requirements**

**2.1. Timeframes**

All Contract Activities must be delivered by:

A. Middle Managers:

1. Curriculum development and pilot preparation completed by July 30, 2025.
2. Pilot to commence no later than August 15, 2025, and conclude no later than September 30, 2025.

B. Senior Leaders:

1. Curriculum development and pilot preparation completed by August 30, 2025.
2. Two (2) 1-day Senior Leader workshops to be completed no later than September 30, 2025.

**4. Additional Training Development and Revision:**

A. The State may request additional development in regard to new or existing training(s).

B. The Contractor must work with the State to generate a timeline for training(s) being developed or revised.

## 9. Service-Level Agreement (SLA)

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>All services must be delivered within the identified pilot calendar days listed in the contract below:</p> <ul style="list-style-type: none"><li>• Middle Managers:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by July 30, 2025.</li><li>2. Pilot to Commence by August 15, 2025, and conclude by September 30, 2025.</li></ol></li><li>• Senior Leaders:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by August 30, 2025.</li><li>2. Two (2) 1-day Senior Leader workshops to be completed.</li></ol></li><li>• Emerging Leaders:<ol style="list-style-type: none"><li>1. Curriculum development and pilot preparation completed by June 1, 2025.</li><li>2. Pilot(s) to commence by July 15, 2025, and conclude by September 30, 2025.</li></ol></li><li>• Additional Sessions:<ol style="list-style-type: none"><li>1. Up to six (6) 1-day sessions per year (October 1 through September 30).</li></ol></li></ul>

# Schedule B - Pricing

Contract No. 25000000666  
 Leadership Development Training

1. Payments to be issued under Net45 Terms in accordance with the completion of each milestone furthest listed date.

Milestone/Course Name	Date To Be Completed	Milestone Pricing
<b><u>Milestone 1:</u></b>  Middle Manager Curriculum development and pilot preparation.	July 30, 2025	\$2,700
<b><u>Milestone 2:</u></b>  Middle Managers - Pilot	August 15, 2025, through no later than, September 30, 2025	\$8,242
<b><u>Milestone 3:</u></b>  Senior Leaders Curriculum development and pilot preparation.	August 30, 2025	\$5,400
<b><u>Milestone 4:</u></b>  Senior Leaders – Pilot (2 1-Day sessions)	September 1, 2025, through no later than, September 30, 2025	\$8,242 (Session 1 - \$4,121) (Session 2 - \$4,121)
<b><u>Milestone 5:</u></b>	June 1, 2025	\$1,350

Emerging Leaders Curriculum development and pilot preparation.		
<b>Milestone 6:</b> Emerging Leaders - Pilot	July 15, 2025, through no later than, September 30, 2025	\$4,471
<b>Total</b>		\$30,405
<b>Post Pilot Session – Senior Leaders – (2, 1-Day Sessions)</b>		\$8,242
		(Session 1 - \$4,121)
		(Session 2 - \$4,121)
<b>Additional Training Development and Revision</b>		
<b>Management Essentials Design</b>		\$2,250
<b>1-Day Sessions up to 6 per year (October 1 through September 30)</b>		
<b>Session 1</b>		\$4,121
<b>Session 2</b>		\$4,121
<b>Session 3</b>		\$4,121

<b>Session 4</b>	<b>\$4,121</b>
<b>Session 5</b>	<b>\$4,121</b>
<b>Session 6</b>	<b>\$4,121</b>
<b>Total</b>	<b>\$24,726</b>



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Treasury  
 7285 Parsons Dr, Dimondale MI 48821

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **250000000666**

between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	California Creative Solutions
	13475 Danielson Street, Suite 230
	Poway, CA 92064
	Hitesh Jain
	(858) 208-4131
	govsales@ccslearningacademy.com
	VS0074241

<b>STATE</b>	Program Manager	Jeron Bushong	TREAS
		517-388-6009	
		BushongJ4@michigan.gov	
<b>STATE</b>	Contract Administrator	Andrew Shaver	TREAS
		517-420-5328	
		Shavera@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
5/1/2025	4/30/2028	2, 1-year	4/30/2028
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45			
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
<b>MISCELLANEOUS INFORMATION</b>			
<b>THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 250000001073. Orders for Delivery will be issued directly by the Departments through the issuance of a Purchase Order (PO).</b>			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			

CONTRACT NO. 250000000666

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**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 California Creative Solutions (“**Contractor**”), a California State DBA as CCS Learning Academy. This Contract is effective on May 1<sup>st</sup>, 2025 (“**Effective Date**”), and unless terminated, will expire on April 30<sup>th</sup>, 2028 (the “**Term**”).

This Contract may be renewed for up to two additional one-year 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:

- 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.

- 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.	Legal Department 13475 Danielson Street, Suite 230 Poway, CA 92064 legalsupport@ccsglobaltech.com

	(858) 208-4131
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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:
Andrew Shaver 7285 Parsons Drive Dimondale, MI 48821 ShaverA@Michigan.gov 517-420-5328	Hitesh Jain 13475 Danielson Street, Suite 230 Poway, CA 92064 govsales@ccslearningacademy.com (858) 208-4131

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:
Jeron Bushong 7285 Parsons Drive Dimondale, MI 48821 BushongJ4@Michigan.gov 517-388-6009	Pasham Arora 13475 Danielson Street, Suite 230 Poway, CA 92064 <a href="mailto:parora@ccslearningacademy.com">parora@ccslearningacademy.com</a> , govsales@ccslearningacademy.com 858-377-5072

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.**

- a. **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.
- b. **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.
- c. **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.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - (1) 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;

- (2) 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

**e. Proof of Insurance**

- (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
- (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- (5) 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 balanced sheets.
- (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.

**f. Subcontractors.** Contractor is responsible for ensuring its subcontractors, carry and maintain insurance coverage.

**g. Limits of Coverage & Specific Endorsements.** (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$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.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Minimum Limits:</b> \$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.
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification cost, regulatory defense and penalties, and website media liability.

**h. Non-Waiver.** This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

**7. Reserved.**

**8. Reserved.**

**9. 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 federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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 Contactor 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. Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the

rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

**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. 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

- 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

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Contract No. 250000000666

Leadership Development Training

## BACKGROUND

Treasury's Leadership Development Program (LDP) consists of 5 different curriculums tailored to different levels of leadership and management expertise. These offer a progression of skills that align with the individual's career stage and responsibilities, while ensuring the development of a well-rounded leadership pipeline within Treasury. This Contract will support the curriculum development, pilot, and continuous improvement efforts of Middle Manager and Emerging Leader programs and the curriculum development, pilot, facilitation, and continuous improvement efforts of the Senior Leader program.

## SCOPE

The Contractor must be able to provide a comprehensive leadership development program (LDP) for three (3) curriculums and related consulting services, including analysis, design, development, implementation, coaching, and evaluation. Curriculums include Middle Manager, Senior Leader, and Emerging Leaders. Program elements will be tailored to Treasury employees of the aforementioned supervisor/manager/leader employment groups. For Middle Manager and Emerging Leader curriculums, Contractor must also utilize a Train the Trainer approach to prepare State of Michigan training staff for ongoing facilitation of these programs.

The Contractor may be required to update the curriculum and other training materials on an as needed basis. Any future updates to the program or curriculums will be added through a separate statement of work.

## 1. Requirements

### 1.1. General Requirements

#### 1. Curriculum development:

A. The Contractor must design and deliver 3 distinct and comprehensive leadership development curriculums to build skills and support leadership development at Treasury.

The training must include but is not limited to:

#### 1. Middle Manager:

- a. Target audience: Managers of sections/units, often overseeing other managers.
- b. Focus: Strengthening leadership skills and providing tools for managing broader sections or units, implementing change, and leading managers of frontline work.
- c. Key objectives:
  - I. Develop strategic thinking for broader operational impacts.
  - II. Refine skills for leading and coaching other managers.

III. Gain tools to drive change and improve departmental performance.

d. Middle Manager and Senior Leader curriculums must also:

- I. Provide leaders with skills to more effectively manage and lead teams who perform work in support of the Treasury mission and as outlined above.
- II. Instruct generally accepted management/leadership principles, while also clearly identifying how these principles align with work performed at Treasury and its mission.
- III. Develop skills to equip managers/leaders to more effectively solve day-to-day challenges and apply learning principles to support and develop self and teams.

2. Senior Leader:

- a. Target audience: Senior managers and leaders directing teams and driving organization change.
- b. Focus: Advanced leadership development for those who lead and direct the work of teams and drive change in support of the Treasury mission.
- c. Key objectives:
  - I. Cultivate advanced leadership techniques for organizational growth.
  - II. Strengthen abilities to manage large-scale transformations and initiatives.
  - III. Deepen understanding of executive decision-making and policy impact.

3. Emerging Leader:

- a. Target audience: Individuals interested in leadership roles or developing peer leadership skills in non-supervisory classifications.
- b. Focus: Preparing individuals to manage, lead peers and teams, and evaluate if management is the next step in their career aspirations.
- c. Key objectives:
  - I. Provide a deep understanding of what management entails.
  - II. Help participants develop core leadership skills.
  - III. Guide individuals in self-reflection to assess if management is the right career path.
- d. Emerging Leaders curriculum must:
  - I. Help participants define and understand management.

- II. Guide individuals in self-reflection to assess if management is the right career path for them.
  - III. Provide tools and resources to successfully transition from individual contributors to management and develop core leadership skills.
  - IV. Provide tools and resources to employees not currently in/interested in management roles to assist them in effectively leading self/peers/projects.
- B. All programs must be in-person and vendor-led.
- 1. 2-day program for Middle Manager and Senior Leader curriculums.
    - a. Participation will be required for all Middle Managers/Senior Leaders.
  - 2. 1-day program for Emerging Leaders.
    - a. Participation will be voluntary and “pull-based” for Emerging Leaders.
- C. The State will own all training which is developed under this contract. The Contractor must provide all training to the Program Manager upon request and within 10 business days from expiration of the contract. The Contractor is not allowed to use the training developed under this contract for any other purpose, unless prior written permission is provided by the Program Manager.
- D. The Contractor must consult with Treasury Training and other State staff in design and development to ensure relevance to Treasury’s mission and the work performed.
- E. The Contractor must incorporate State feedback into program design and materials.
- F. The Contractor must identify pre-requisite courses or material program participants, including leveraging existing State training resources and/or designing new materials for participants.
- G. The Contractor must develop participant guides and supplemental training materials to assist participants applying concepts learned to daily work.

**2. Instruction and facilitation:**

- A. Middle Manager cohorts must consist of at least one, and up to two (2) pilot cohort(s), facilitated by the Contractor.
  - 1. Facilitation will be in-person at State of Michigan locations to be determined.
  - 2. Ongoing program facilitation will then be managed and facilitated by the Program Manager.
- B. All Senior Leader cohorts must be facilitated by the Contractor. Senior Leader cohorts must consist of up to two (2) 2-day cohorts per year.

1. Facilitation will be in-person at State of Michigan locations to be determined.
- C. Emerging Leaders cohorts must consist of at least one, and up to two (2) pilot cohort(s), facilitated by Contractor.
  1. Facilitation will be in-person at State of Michigan locations to be determined.
  2. Ongoing program facilitation will then be managed and facilitated by the State.

### **3. Continuous improvement:**

- A. The Contractor must use feedback from the State to make appropriate design changes to curriculum to align with State needs prior to final deployment.
- B. The State will initiate post-go live continuous improvement efforts for Middle Manager and Emerging Leaders curriculums.
- C. The Contractor must ensure that Senior Leader curriculum remains current for all cohorts attending training through the entirety of the Contract by using internal evaluation measures, feedback from the State, and post-training evaluation data.

Any external citations referenced in the curriculum must be updated, in the event referenced material changed or modified in a way which no longer aligns to or is applicable to the curriculum.

### **1.2. Training**

The Contractor must incorporate a “train the trainer” approach, ensuring The State is equipped to facilitate post-pilot sessions of Middle Manager and Emerging Leader curriculums.

### **1.3. Required Functionality Relating to Data Retention, Disposal, and Retrieval**

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, the Solution must allow the State to:

- 1) retain all data for the entire length of the Contract.
- 2) delete its data or request the deletion of its data, even data that may be stored offline or in backups.
- 3) transfer its data back to the State or to a new vendor or new solution.
- 4) transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
- 5) retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor will not dispose of, delete, or destroy State Data without the prior written approval of the State.

## **2. Service Requirements**

### **2.1. Timeframes**

All Contract Activities must be delivered by:

- A. Middle Managers:
  - 1. Curriculum development and pilot preparation completed by July 30, 2025.
  - 2. Pilot to commence no later than August 15, 2025, and conclude no later than September 30, 2025.
- B. Senior Leaders:
  - 1. Curriculum development and pilot preparation completed by August 30, 2025.
  - 2. Pilot to commence no later than October 15, 2025, and conclude no later than November 30, 2025.
- C. Emerging Leaders:
  - 1. Curriculum development and pilot preparation completed by June 1, 2025.
  - 2. Pilot(s) to commence no later than July 15, 2025, and conclude no later than September 30, 2025.

The receipt of deliverables is pursuant to the **Notices** section of the Standard Contract Terms.

**3. Acceptance**

**3.1. Acceptance**

The State will use the following criteria to determine acceptance of the Contract Activities:  
 All deliverables are completed per section 2.1 Timeframes the State receives a properly formatted invoice.

**3.2. Final Acceptance**

Final acceptance will be determined by completion and acceptance of all deliverables in Section 2.1 Timeframes. Final acceptance will also be contingent upon completion of Section 1.2 Training and all final training materials have been provided to the State.

**4. Staffing**

**4.1. Contractor Representative**

The Contractor must appoint one individual who is 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 must identify its Contractor Representative.

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

The Contractor Representative is:

Name	Pasham Arora
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Email	<a href="mailto:parora@ccslearningacademy.com">parora@ccslearningacademy.com</a> , govsales@ccslearningacademy.com
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**4.2. Work Hours**

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

**4.3. Personnel**

The Contractor must identify individuals who will be responsible for the day-to-day operations of the Contract.

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

- A. The Contractor must identify all 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 Personnel.
  2. 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 contract, 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 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.
  6. List each Key Personnel staff member’s length of employment or affiliation with the Contractor’s organization.
  7. Identify each Key Personnel’s percentage of work time devoted to this Contract.
  8. Identify where each 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	6. Physical Location
Chanavia Patterson	18 years of experience in current classification	Leadership Trainer	Contract	80%	Detroit, MI

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. % of Work Time	6. Physical Location
Pasham Arora	10+ Years of experience	Program Manager	Direct	20%	Poway, CA

**4.4. Disclosure of Subcontractors**

The Contractor will not utilize subcontractors on this Contract. Any addition of subcontractors must be added to the Contract through a Change Notice.

**4.5. Security**

The Contractor will be subject the following security procedures:

The State will require the Contractor’s personnel to wear State issued identification badges when on State property. The State may also require, at its discretion, background checks or other forms of security should Contractor personnel enter State property.

**5. Project Management**

**5.1. Project Plan**

The Contractor will carry out this project under the direction and control of the Program Manager. Within 5 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.

**5.2. Meetings**

The Contractor must attend the following meetings:

- Kick-off meeting with Contractor April 18<sup>th</sup>, 2025 from 10:30 AM until 11:30 AM Eastern Standard Time.

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

**5.3. Reporting**

The Contractor must submit to the Program Manager the following written or electronic reports:

- Report (s) measuring the effectiveness of each pilot.

**6. Pricing**

**6.1. Price Term**

Pricing is firm for the entire length of the Contract.

**7. Ordering**

**7.1. Authorizing Document**

The appropriate authorizing document for the Contract will be purchase order (PO) or a delivery order (DO).

**8. Invoice and Payment**

**8.1. 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.

**8.2. Payment Methods**

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).

**9. Service-Level Agreement (SLA)**

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>All services must be delivered within the identified pilot calendar days listed in the contract below:</p> <ul style="list-style-type: none"> <li>• Middle Managers:               <ol style="list-style-type: none"> <li>1. Curriculum development and pilot preparation completed by July 30, 2025.</li> <li>2. Pilot to Commence by August 15, 2025, and conclude by September 30, 2025.</li> </ol> </li> <li>• Senior Leaders:               <ol style="list-style-type: none"> <li>1. Curriculum development and pilot preparation completed by August 30, 2025.</li> <li>2. Pilot to commence by October 15, 2025, and conclude by November 30, 2025.</li> </ol> </li> <li>• Emerging Leaders:               <ol style="list-style-type: none"> <li>1. Curriculum development and pilot preparation completed by June 1, 2025.</li> <li>2. Pilot(s) to commence by July 15, 2025, and conclude by September 30, 2025.</li> </ol> </li> </ul>
Acceptable Standard	<p>All services must be implemented in accordance with the contract requirements.</p> <p>Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled services date and time.</p>

SLA Metric 1. Timely Deliveries	
	The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	<p>\$100.00 may be assessed for the first occurrence of non-compliance in a given calendar year.</p> <p>\$500.00 may be assessed beginning with the second occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</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

Contract No. 250000000666  
 Leadership Development Training

1. Payments to be issued under Net45 Terms in accordance with the completion of each milestone furthest listed date.

Milestone/Course Name	Date To Be Completed	Milestone Pricing
<b><u>Milestone 1:</u></b>  Middle Manager Curriculum development and pilot preparation.	<b>July 30, 2025</b>	<b>\$2,700</b>
<b><u>Milestone 2:</u></b>  Middle Managers - Pilot	<b>August 15, 2025, through no later than, September 30, 2025</b>	<b>\$8,242</b>
<b><u>Milestone 3:</u></b>  Senior Leaders Curriculum development and pilot preparation.	<b>August 30, 2025</b>	<b>\$5,400</b>
<b><u>Milestone 4:</u></b>  Senior Leaders - Pilot	<b>October 15, 2025, through no later than, November 30, 2025</b>	<b>\$8,242</b>
<b><u>Milestone 5:</u></b>  Emerging Leaders Curriculum development and pilot preparation.	<b>June 1, 2025</b>	<b>\$1,350</b>
<b><u>Milestone 6:</u></b>  Emerging Leaders - Pilot	<b>July 15, 2025, through no later than, September 30, 2025</b>	<b>\$4,471</b>

	<b>Total</b>	<b>\$30,405</b>
<b>Post Pilot Session – Senior Leaders – 2 days</b>		<b>\$8,242</b>