



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**
to
Contract Number **MA20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

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

CONTRACT SUMMARY

Leadership Development Training and Related Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 12 Months	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		February 27, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,863,100.00	\$230,000.00	\$5,093,100.00		

DESCRIPTION

Effective November 12th, 2024 the following changes are hereby incorporated into this contract:

- Increased by \$230,000.00 for the agency of Licensing and Regulatory Affairs.
- One option year is exercised and the contract expiration date is now February 27th, 2026.

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
DTMB	Bethany Rigg	517-230-9360	riggb@Michigan.gov
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11
to
Contract Number MA20000000400

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY				
Leadership Development Training and Related Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 1, 2020	February 28, 2023	3 - 12 Months	February 28, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45, 2% NET 10		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 checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>		February 28, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,263,100.00	\$600,000.00	\$4,863,100.00		
DESCRIPTION				
Effective 10/29/2024, this contract is exercising an option year and is increased by \$600,000.00. The revised contract expiration date is 02/28/2026.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 10/29/2024.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Bethany Rigg	517-230-9360	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
TREA	Jessica Thomas	517-335-1215	ThomasJ45@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to

Contract Number **MA200000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

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

CONTRACT SUMMARY

Leadership Development Training and Related Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 12 Months	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,246,850.00	\$16,250.00	\$4,263,100.00		

DESCRIPTION

Effective 6/1/2024, this Contract is increased by \$16,250.00 for TREA use.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Bethany Rigg	517-230-9360	riggb@Michigan.gov
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **9**
 to
 Contract Number **200000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Bethany Rigg	SW
		517-230-9360	
		riggb@Michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	February 28, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,096,850.00	\$150,000.00	\$4,246,850.00		

DESCRIPTION

Effective February 21st, 2024, the contract is hereby increased by \$150,000.00 for the continuation of Fit Leader sessions and web training for LARA in 2024.

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
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Bethany Rigg	SW
		517-230-9360	
		riggb@Michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	February 28, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,085,600.00	\$11,250.00	\$4,096,850.00		

DESCRIPTION

Effective February 1st, 2024, this contract is hereby increased by \$11,250.00 for LEO Education and Training department's leadership training.

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
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 200000000400

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Bethany Rigg	SW
		517-230-9360	
	riggb@Michigan.gov		
	Contract Administrator	Emily Massa	DTMB
(517) 897-7321			
massae@michigan.gov			

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	February 28, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,080,000.00	\$5,600.00	\$4,085,600.00		

DESCRIPTION

Effective January 15, 2024, the following changes are hereby incorporated into this contract:

- This contract is hereby increased by \$5,600 for Treasury.
- Please note the contract administrator has been changed to Emily Massa.

Email: Massae@michigan.gov
 Phone Number: 517-897-7321

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
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Various	MULTI
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952 govem1@michigan.gov	

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,065,000.00	\$15,000.00	\$4,080,000.00		

DESCRIPTION

Effective September 13, 2023, this Contract is hereby increased by \$15,000.00 for use by Treasury. 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
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov
TREA	Jessica Thomas	517-335-1215	thomasj45@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **200000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Various	SW
	Contract Administrator	Marissa Gove (517) 449-8952 govem1@michigan.gov	DTMB

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		February 28, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,065,000.00	\$0.00	\$4,065,000.00		

DESCRIPTION

Effective August 3, 2023, the following changes are hereby incorporated:

1. The second option year is exercised.
2. LARA is added as a user on this Contract.
3. The attached Statement of Work is added.

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
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov
LARA	Courtney Pendleton	517-643-3035	pendletonc@michigan.gov

CN 5 – 20000000400
Schedule A – Statement of Work
LARA Fit Leader’s Program

1. For LARA staff attending any activities within the Institute for Leadership Fitness, specifically for leadership development training and related services.
 - a. Deliver a customized version of the Fit Leader’s program to 25 LARA leaders per cohort. LARA will select 16 Leadership Fitness learning modules from the Institute of Leadership Fitness library of 40 competencies. This includes one copy of The Fit Leader’s Companion: A Down-to-Earth Guide for Sustainable Leadership Success per attendee in each cohort.
 - b. Select learning modules that best align with LARA’s learning objectives and strategic plan key goals. These modules may differ from the 16 modules delivered in the SOM-wide program but will be existing content from the Institute for Leadership Fitness library of leadership competencies.
 - c. Deliver sixteen (16) learning modules through four (4) full days of in-person learning. Four (4) learning modules will be completed during each one (1) day session for each cohort of 25 LARA leaders. Each cohort will meet once per month for one (1) full day session allowing for the completion of the program in four (4) months.
 - d. Celebrate successes in applying what is taught each month and provide additional guidance on overcoming barriers to integrating lessons learned into day-to-day practices by providing one large group coaching session each month.
 - e. Launch one (1) cohort in September 2023 with one (1) full day sessions delivered to the cohort each month for four (4) months. A formal schedule will be created based upon the start date.

2. For LARA staff who have successfully completed the Fit Leader’s program for leadership development training and related services.
 - a. Deliver access in September 2023 to the Fit Leaders Academy web-based learning module to 25 LARA leaders per cohort who are interested and committed to continuing leadership training opportunities upon their completion of the Fit Leaders program.
 - b. Participants will complete four (4) modules every one (1) month for six (6) months.
 - c. Leverage the leadership assessments and Ask the Coach feature, including a live monthly session.

3. For all LARA staff who participate in Institute for Leadership Fitness leadership development training and related services.
 - a. Provide practical tools that continue the learning opportunity provided in the Fit Leaders program and academy.
 - i. Curriculum offers learning modules in each of the following Faces of Leadership Fitness:
 - Clarity
 - Confidence
 - Effectiveness
 - Vitality



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Various	MULTI
	Contract Administrator	Marissa Gove (517) 449-8952 govem1@michigan.gov	DTMB

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,325,000.00	\$740,000.00	\$4,065,000.00		

DESCRIPTION

Effective 12/13/22, Schedule B Pricing and Statement of Work, Section 12 Invoice and Payment are replaced with the attached. In addition, this Contract is hereby increased by \$740,000. \$500,000 is for Statewide funding and \$240,000 is delegated to MDOT. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 12/13/22.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov

SCHEDULE A STATEMENT OF WORK

12) Invoice and Payment

- a) **Invoice Requirements:** All invoices must be submitted to the State monthly after the training has been delivered and must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) names of actual participants per session; (f) unit price; (g) shipping cost (if any); and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

SCHEDULE B PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below.
2. Price 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 State's standard payment terms are Net 45. The Contractor must also provide quick payment terms: **2% discount off invoice if paid within 10 days after receipt of invoice.** The number of days must not include processing time for payment to be received by the Contractor's financial institution.

	Services	Size/Length of Session	Cost Per Participant
1.	Leadership Development Classroom Training* for Leaders Not Yet Trained	Classroom Training: 28 hours per participant Group Coaching: 4 hours per participant These Classroom Training sessions will provide STATE leaders that have not yet participated in Contractor's leadership training program, 16 learning modules of The Fit Leader's Program™ previously selected by the STATE.	\$1,175.20 per registered participant
2.	Web-based Learning*	This web-based learning provides Contractor's web-based (online) learning solution (Fit Leaders Academy) to an unlimited number of participants. Hours per session: Approximately 13.5 hours of online training (24 leadership learning modules delivered in 134 bite-sized videos). Also includes access to leadership assessments and an Ask the Coach feature which includes a monthly live session.	\$502.85 per registered participant
3.	Other Leadership Development Classroom Learning* for Leaders Already Trained (if applicable)	Hours per session: 8 Hours per session: 16 Hours per session: 24 Hours per session: 32 This Other Learning is intended to provide STATE leaders that have already participated in Contractor's The Fit Leader's Program™ with an opportunity to spend up to an additional 32-hours learning new leadership material included in Contractor's library of Leadership Fitness learning modules.	\$293.80 per registered participant \$587.60 per registered participant \$881.40 per registered participant \$1,175.20 per registered participant

4.	Individual Coaching	<input checked="" type="checkbox"/> In person <input checked="" type="checkbox"/> Phone Hours per session: 1	\$ 400 (In Person) \$ 300 (Phone)
5.	Group Coaching	Maximum number of participants per session:50 <input type="checkbox"/> In person <input checked="" type="checkbox"/> Phone (Web-based) Hours per session: 1	This is included in Contractor's pricing stated above for Classroom Training and Other Learning. A group coaching session is provided after each full-day class, or after each series of two half-day classes, at no additional charge to the STATE .
6.	Leadership or individual assessment	Coaching Individual or group of those completing assessment: <input type="checkbox"/> In person <input checked="" type="checkbox"/> Phone Hours per session: 1	\$300.00 per person \$275.00 per person (if greater than 10 individuals)
7.	Alumni/Refresher ("Ask the Coach") Sessions	Contractor will provide four-hour alumni sessions as requested by the state.	\$6,093.75 per day or \$3,046.88 per half-day
8.	Preparation materials/ leadership book	The Fit Leader's Program™ workbook, and The Fit Leader's Companion book Lifelines for Leaders book (Dr. Chinsky's new book)	\$ 14.95 per book and workbook combined \$27.95 (not required for the Fit Leader's Program) The cost of all other materials are included in Contractor's pricing above.
9.	Consulting or Related Services	Requests for customized presentations, workshops or projects not mentioned elsewhere in the pricing list.	\$ 1,250 per hour \$ 5,000 per ½ day \$ 8,000 per full day
10.	MDOT 360 Program	Leadership Assessment Two-hour Group Interpretation Session One-on-One Coaching Sessions (30 minutes)	\$375 per registered participant \$2,500 per session \$275 per session
11.	MDOT LSE Learning Series	25 half-day virtual sessions	\$3,250 per session
12.	MDOT Fit Leader's Program	96 half-day virtual sessions, access to a variety of leadership assessments, group coaching sessions each month, and all program materials.	\$1,175.20 per participant



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Bethany Rigg	SW
		517-230-9360	
		riggb@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45, 2% NET 10		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,310,000.00	\$15,000.00	\$3,325,000.00		
DESCRIPTION				
Effective 9/14/22, this contract is hereby increased by \$15,000.00. Please note the Contract Administrator has been changed to Marissa Gove. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **20000000400**

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Bethany Rigg	SW
		517-230-9360	
	riggb@Michigan.gov		
	Contract Administrator	Courtney Powell	DTMB
(517) 249-0452			
powellc11@michigan.gov			

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45, 2% NET 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	N/A	February 28, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,560,000.00	\$1,750,000.00	\$3,310,000.00		

DESCRIPTION

Effective May 25, 2022, this Contract is exercising the first option year and is increased by \$1,750,000.00 the Department of Technology, Management and Budget (DTMB) use. The revised contract expiration date is February 28, 2024.

Please note the DTMB Program Manager has been changed to Bethany Rigg.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on May 24, 2022.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Bethany Rigg	517-230-9630	RiggB@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 200000000400

CONTRACTOR	INSTITUTE FOR LEADERSHIP FITNESS, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Chelsea Lugibihl	DTMB
		517-643-7006	
		lugibihl@michigan.gov	

CONTRACT SUMMARY

LEADERSHIP DEVELOPMENT TRAINING AND RELATED SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2020	February 28, 2023	3 - 1 Year	February 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45, 2% Net 10		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 28, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,560,000.00	\$0.00	\$1,560,000.00		

DESCRIPTION

Effective June 29, 2021 the attached updated Schedule A - Statement of Work and associated pricing is being added for MDOT and \$681,250.00 of the contract value is allocated for these services.

Please note the Contract Administrator has been changed to Chelsea Lugibihl. (517-643-7006, LugibihlC@michigan.gov)

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
DTMB	James Willems	517-335-2109	willemsj@michigan.gov
MDOT	Kristie Cheadle	517-241-4697	CheadleK@michigan.gov

CN 1 - 20000000400

Schedule A – Statement of Work

A. MDOT 360 Program

1. Administer a comprehensive, web-based leadership 360 assessment that profiles 22 different leadership behaviors focused on how others perceive leaders' ability to:
 - create a vision;
 - develop followers;
 - implement their vision;
 - follow through;
 - achieve results; and
 - build a supportive team environment.
2. Provide a template for the collection of observer data, including name, email address and relationship to the leader being profiled (boss, peer and direct report). Typically, leaders include one or more bosses, and approximately four to five peers and four to five direct reports.
3. Enroll participating leaders in the 360 and generate emails to all observers with a link to their online questionnaire(s). Monitor the completion of questionnaires and send periodic reminders to observers.
4. Produce a comprehensive report for each participating leader that displays information for each of the 22 behaviors profiled by the 360.
5. Facilitate a two-hour group interpretation session that provides participating leaders with a common understanding of the 22 behaviors profiled, an explanation of what low and high scores mean for each of those behaviors and what leaders might do to increase or decrease their score on any given behavior.
6. Conduct a 60-minute one-on-one call or web-based session with each profiled leader to take a deep dive into their personal report. These personalized sessions allow for an accurate interpretation leaders' individual reports and provide coaching on appropriate follow-up steps.

B. MDOT Leadership Standards of Excellence (LSE) Learning Series

1. Communicate and reinforce the importance of each of the five (5) Standards of Excellence, and incorporate specific and relevant examples of the Standards in action.
2. Ensure alignment between what is delivered and the intended outcomes of the training through selected interviews with MDOT leaders.
3. Provide practical tools that create personal accountability around living the five Standards of Excellence.
4. Deliver through five (5) half-day virtual sessions (one for each of the five Standards of Excellence) for five (5) cohorts of MDOT staff. Each of the five

cohorts will be populated with up to 50 MDOT staff, allowing for up to 250 individuals to participate in this initial rollout. The five (5) half-day sessions will be spaced one (1) month apart.

5. Launch all five (5) cohorts in late Fall 2021 with half-day virtual sessions on the first Standard of Excellence. In each of the four (4) subsequent months, we will cover the remaining Standards of Excellence for each of the five cohorts.
6. Leverage existing content from the Institute for Leadership Fitness library of 40 leadership competencies to customize each of the five half-day sessions, as shown below:
 - Visionary: The 90 Day Runway and The Strategy Audit
 - People First: The Inclusive View and The Humble Servant
 - Ensure Positive Outcomes: The Culture Shift and The Team Conductor
 - Character and Integrity: The Transparent Leader and The Brand Differentiator
 - Professional Excellence: The Professional Image and The Leadership Fit Change Profile
7. Celebrate successes in applying what is taught in each session and provide additional guidance on overcoming barriers to integrating lessons learned into day-to-day practices by providing two large group coaching sessions after each set of monthly sessions.

C. MDOT Fit Leader's Program

1. Deliver a customized version of the Fit Leader's Program to 300 MDOT leaders. MDOT will select 16 Leadership Fitness learning modules from the Institute of Leadership Fitness library of 40 competencies.
2. Select learning modules that best align with MDOT's learning objectives. These modules may differ from the 16 modules delivered in the SOM-wide program.
3. Leverage the proven integration of competency-based learning modules, leadership assessments and group coaching to support professional learning and growth.
4. Provide practical tools that create personal accountability around being a Fit Leader.
5. Deliver sixteen (16) learning modules through eight (8) half-days of virtual learning (two (2) learning modules each half-day) for twelve (12) cohorts of 25 MDOT staff each. Each of the twelve (12) cohorts will meet twice a month for two (2) half-day sessions allowing them to complete the program in four (4) months.
6. Launch six (6) cohorts in May 2021 and six (6) cohorts in September 2021 with two (2) half-day sessions delivered to each cohort each month. A formal schedule will be created based on the start date.

7. Utilize existing content from the Institute for Leadership Fitness library of 40 leadership competencies to customize the eight half-day sessions for MDOT leaders.

Due to the modular nature of the Fit Leader's Program, a customized or tailored program can easily be created that meets your specific learning objectives. The Leadership Fitness curriculum offers ten learning modules in each of the following Faces of Leadership Fitness:

- Clarity
 - Confidence
 - Effectiveness
 - Vitality
8. Celebrate successes in applying what is taught each month and provide additional guidance on overcoming barriers to integrating lessons learned into day-to-day practices by providing two large group coaching sessions each month.

Schedule B – Pricing

Cost for MDOT 360 Program for 400 leaders would be **\$280,000**, based on the unit prices shown below:

- Leadership Assessment: \$375 per person X 400 leaders = \$150,000
- Two-hour Group Interpretation Session: \$2,500 per Session X 8 Sessions (50 participants per session) = \$20,000
- One-on-One Coaching Sessions (60 minutes): \$275 per person X 400 leaders = \$110,000

Cost for MDOT LSE Learning Series for 25 half-day virtual sessions for 5 cohorts with informational interviews with 10 MDOT leaders, and two large group coaching sessions over 5 months would be **\$89,250**.

Cost for MDOT Fit Leader's Program for 96 half-day virtual sessions (8 sessions for each of 12 cohorts of 25 MDOT staff each), access to a variety of leadership assessments on communication, conflict management, and change; two (2) large group coaching sessions each month, and all program materials would be **\$312,000**.



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 Central Procurement Services
 525 W. Allegan St., 1st Floor. NE, Lansing, MI 48913
 P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000000400**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Institute for Leadership Fitness, LLC
	1140 Park Place Ct.
	Bloomfield Hills, MI 48302
	David Chinsky
	866-960-5323
	david.chinsky@instituteforleadershipfitness.com
	CV0001745

STATE	Program Manager	James Willems	DTMB
		517-335-2109	
	willemsj@michigan.gov		
	Contract Administrator	Douglas Glaser	DTMB
517-898-3982			
glaserd@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Leadership Development Training and Related Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/1/2020	2/28/2023	3, 1 Year Options	2/28/2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45, 2% Net 10		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 Agreement is awarded on the basis of CONTRACT #190000003183 and related negotiations. Orders for services will be issued directly by Departments through the issuance of a Delivery Order (DO) form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,560,000.00

FOR THE CONTRACTOR:

Institute for Leadership Fitness, LLC

Company Name



Authorized Agent Signature

David Chinsky

Authorized Agent (Print or Type)

1/30/2020
Date

FOR THE STATE:


Signature

Chelsea Lugibhl, Services Category Manager

Name & Title

DTMB Procurement

Agency

2/25/2020
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Institute for Leadership Fitness, LLC (“**Contractor**”), a Michigan limited liability company. This Contract is effective on March 1, 2020 (“**Effective Date**”), and unless terminated, expires on February 28, 2023.

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

The parties agree as follows:

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

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

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

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

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

State:	Contractor:
Doug Glaser 525 W. Allegan St., 1 st Floor NE, PO BOX 30026 Lansing, MI 48909 glaserd@michigan.gov (517) 898-3982	David Chinsky 1140 Park Place Ct. Bloomfield Hills, MI 48302 david.chinsky@instituteofleadershipfitness.com (866) 960-5323

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

State:	Contractor:
Doug Glaser 525 W. Allegan St., 1 st Floor NE, PO BOX 30026 Lansing, MI 48909 glaserd@michigan.gov (517) 898-3982	David Chinsky 1140 Park Place Ct. Bloomfield Hills, MI 48302 david.chinsky@instituteofleadershipfitness.com (866) 960-5323

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:
James Willems 111 S. Capitol Ave. Lansing, MI 48933 willemsj@michigan.gov Phone: (517) 335-2109	David Chinsky 1140 Park Place Ct. Bloomfield Hills, MI 48302 david.chinsky@instituteofleadershipfitness.com (866) 960-5323

CONTRACTOR – DAVID CHINSKY

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
Automobiles are not used in the provision of the contracted services described in this Contractor must maintain motor vehicle liability coverage for bodily injury and property damage, as required by law, for the term of the Contract.	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain

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

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

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

- 7. 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), and MiDEAL members). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

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

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

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

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

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

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

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

17. **Reserved.**
18. **Reserved.**
19. **Reserved.**
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract

Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

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

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

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software,

leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly

as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved.

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

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State’s legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor’s Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

- 43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

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

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	IT-Specific Standards

- 51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY

PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Federal Provisions Addendum

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

1. Federally Assisted Construction Contracts

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

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

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

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

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

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

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

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

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

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

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

5. Rights to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The State has successfully established a consistent framework for training and developing administrators and executives in all state agencies. The purpose of this contract is to continue these efforts to enhance the skills needed to drive a culture of sustainable transformation that engages and empowers employees and that encourages innovation and results. This contract continues an effective program for leadership development at the administrative and executive levels of state government and extend the useful life of its efforts to date in this critical area of employee development.

The State seeks to reinforce the development of leaders already trained during the past several years, and to provide administrators and executives not yet trained with opportunities to participate in leadership development training.

SCOPE

The Contractor will provide leadership training and development, and related services.

REQUIREMENTS

- 1) **General Requirements:** The Contractor must provide a comprehensive leadership development program (LDP) and related services, including analysis, design, development, implementation, coaching and evaluation. The LDP elements will be targeted toward leaders at all levels in all state agencies. The Contractor must provide a variety of delivery options depending on the audience, including classroom learning, web-based learning and/or other learning options.
 - a) Competency for leaders participating in classroom learning will be ensured through a mix of one or more monthly workshops where a trusting relationship is established between the trainer and the leaders involved in the program; follow-up group coaching sessions that check for understanding, celebrate successes in applying the learning and guiding leaders to fine-tune their approach to implementing the behaviors, systems and processes taught throughout the program; and an accountability roadmap provided to all graduates with monthly and quarterly activities recommended to keep the training experience alive and present over the course of the leader's career.
 - b) Ownership of Materials: The State and the Contractor will continue to own their respective proprietary materials, and any and all trademarks, copyrights, etc. developed or obtained before entering into the Contract and during the contract term.

- 2) **Work and Deliverables:** Contractor must provide all training materials, equipment, staff, and related items and services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:
 - a) Contractor must provide training and other services as required by this SOW to support leadership development in some or all of the Contractor's library of 40 interactive learning modules.

(1) The 90-Day Runway™.	(17) The 360° Landscape™.
(2) The MVV Equation™.	(18) The Humble Servant™.
(3) The Strategy Audit™.	(19) The Emotional Ingredient™.
(4) The Opportunity Board™.	(20) The Inclusive View™.
(5) The Right Question™.	(21) The Gift of Feedback™.
(6) The Intrapreneurial Mindset™.	(22) The Leadership Fit® Change Profile™.
(7) The Demographic Advantage™.	(23) The Conflict Manager™.
(8) The Transparent Leader™.	(24) The Succession Matrix™.
(9) The Culture Shift™.	(25) The Creative Potential™.
(10) The Coaching Mindset™.	(26) The Master Motivator™.
(11) The Confidence Net™.	(27) The Impactful Presenter™.
(12) The Risk Quadrant™.	(28) The Change Manager™.
(13) The Effective Close™.	(29) The Team Conductor™.
(14) The Masterful Communicator™.	(30) The Meeting Maestro™.
(15) The Professional Image™.	(31) The Vanishing To-Do List™.
(16) The Brand Differentiator™.	(32) The Healthy Executive™.

- (33) The Balance Booster™.
- (34) The Oscillating Life™.
- (35) The Attention Keeper™.
- (36) The Periodic Break™.

- (37) The Innovation Broker™.
- (38) The Adaptability Quotient™.
- (39) The Resiliency Reserve™.
- (40) The Mindful Presence™.

- b) The Contractor must provide a customized leadership training curriculum, to meet the needs of the State of Michigan, by offering a flexible “cafeteria-style” curriculum based on the needs of the State.
 - i) For the State of Michigan leaders that have not yet been trained by Contractor, the Contractor must provide training in the 16 learning modules taught to leaders under the previous contract with Contractor, unless the State of Michigan determines it wants to offer a different set of 16 learning modules to leaders not yet trained. In the event the State of Michigan desires to provide a different lineup of learning modules to these leaders, the Contractor must assist the State of Michigan in selecting a different set of 16 learning modules from Contractor’s library of 40 leadership learning modules.
 - ii) For the State of Michigan leaders that have already been trained in the initial set of 16 learning modules, the Contractor must provide them with the Fit Leader 2.0 program, drawing from the Contractor’s library of all 40 learning modules. This continued professional development must take the form of one or more additional days of training; not necessarily another four-day program, although an additional four-day program must be made available if requested by the State. The State of Michigan may require that The Fit Leader 2.0 program focus only on the eight (8) recently created learning modules, and be delivered in a two-day program, for those leaders that have already completed the initial 16 modules.
 - iii) The Contractor must provide access to the web-based (online) version of the Fit Leader’s Program, called Fit Leaders Academy, comprising 24 of the Contractor’s 40 learning modules; with the purposes of reinforcing the learning for these graduates, and providing an ongoing reference for the State’s leaders. Using this online resource, the State’s leaders will always be able to go back and review the lessons they’ve learned in the classroom.
- c) Contractor must be responsible for all aspects of course preparation and instruction and must be proficient and knowledgeable of all course material.
- d) The Contractor must leverage the Employee Engagement Survey data to identify and recommend additional opportunities to improve leadership performance based on responses to the Leadership survey items and incorporate as appropriate into the training curriculum.
- e) Contractor will furnish all participants with professional program binders, all workbooks and supplemental resources utilized in their program, assessment tools associated with learning modules taught in their program and access to Contractor’s web-based resource called The Leadership Fit® Online. During the contract performance period, Contractor will provide updates to course material, as necessary. Participants will keep all binders, workbooks and other materials utilized in their program. Leaders provided with access to the online version of Contractor’s program (Fit Leaders Academy), which is different from The Leadership Fit Online (provided to participants in classroom learning that contains PDFs of popular classroom exercises and handouts) must continue to have access to this program on an indefinite period as it is designed to serve as an ongoing reference library throughout the leader’s career.
- f) Participants who miss one or more sessions must be invited and scheduled to make-up the missed session(s) with another cohort of participants, often within the same month, if possible, and if not on some other future date when the next round of cohorts are scheduled.
- g) Training delivery options (classroom, web-based, or other learning, etc.)
 - i) For Classroom Learning, Contractor must teach 16 modules in four full-day workshops for leaders not yet trained, and 4-16 modules in one to four additional full-day workshops for leaders already trained. Participants will attend one workshop each month for consecutive months.
 - (1) This monthly cadence provides enough elapsed time between workshops to enable participants to integrate and apply what they learn in the preceding workshop, and to provide for group or individual coaching (as described below).
 - (2) Workshops must be interactive and represent a mix of lecture, small-group discussion, large group debrief, assessment, cases, other exercises and videos. Liberal amounts of action components must be incorporated into each module to ensure that participants are able to practice what they learn before leaving the classroom.
 - (3) Techniques that rely on powerful open-ended questions must be employed throughout the learning experience to evoke participation and insights. Participants must be actively encouraged to engage

- with the instructor, and with their classmates, to increase the quality and impact of their classroom experience.
- (4) Depending upon the modules selected by the State of Michigan in any full or cafeteria-style program, Contractor must combine many different forms of learning to ensure engagement on the part of adult learners.
 - (5) Participants must also have access to Contractor's customer-only website (The Leadership Fit Online) that contains additional materials and downloadable PDFs of its more popular training exercises so they can use them again and also have their teams complete the exercises as appropriate
- ii) Access to Contractor's online resources associated with the classroom learning solution (The Leadership Fit Online), must be available to all participants while going through the program and for a period of 12 months (or longer) after the program's completion. Usernames and passwords must stay active for this period for all participants.
 - (1) Access to Fit Leaders Academy, the online version of the Fit Leader's Program, must remain available indefinitely as it is intended to become an ongoing resource throughout the careers of State of Michigan students.
 - (2) The Contractor must provide the State of Michigan with information to be added to the Learning Center to allow registration for their training in the system.
 - iii) Contractor must provide other resources to be used to complement or supplement training.
 - (1) Selected assessments and group coaching after each workshop. Contractor offers four separate assessments that correspond and match up with specific learning modules:
 - (a) The ChangeGrid® reveals the level of productive tension a person is experiencing at any given time and is administered as part of The Leadership Fit Change Profile learning module.
 - (b) The DiSC® communications preference inventory is administered as part of The Masterful Communicator learning module.
 - (c) The Thomas-Kilmann Conflict Mode Instrument (TKI) is the world's most-used instrument for understanding how different conflict-handling modes, or styles, affect interpersonal and group dynamics, and for learning how to select the most appropriate style for a given situation. The TKI is administered as part of The Conflict Manager learning module.
 - (d) The Leadership 360° is an optional assessment offering a comprehensive, web-based leadership assessment tool that focuses on 22 critical leadership behaviors by capturing input from bosses, peers and direct reports. This is administered as part of The 360° Landscape learning module.
 - (2) The material and administrative costs associated with incorporating the above assessments (with the exception of the optional Leadership 360 tool listed above) into Contractor's training program are included in the proposed pricing for Classroom Learning solutions. If the Leadership 360 assessment is desired, the additional cost would be \$400 per participant.
 - (3) Two to three weeks following each classroom-based workshop, Contractor must host a 60-minute, web-based Zoom conference call designed to reinforce the key learning points and new behaviors addressed in the most recent workshop. Contractor provides all participants with a set of coaching questions in advance of these calls that helps structure each coaching session based upon the specific learning modules taught in the last workshop. The cost of these four group-coaching sessions following each classroom-based workshop is included in the Schedule B for Classroom Learning solutions.
 - h) One-on-One or Group Coaching Options: For leadership training, Contractor must provide individual and group-level executive coaching both during and post-training, either in person or phone/conference calls.
 - i) Group coaching sessions are a standard component of Contractor's proposed training program.
 - ii) Contractor must make coaching an integral part of the training process to ensure clients get the professional support they need to overcome barriers and obstacles to implementing and applying the new tools and skills Contractor teaches in the classroom.
 - iii) Contractor's group coaching sessions must be 60-minute web-based sessions, provided after each workshop. There is **no additional cost** for these group-coaching sessions.
 - iv) Contractor's individual-level coaching is based on the fee schedule listed in Schedule B.

- i) Implementing Lessons Learned: As part of the leadership training curriculum, Contractor must require participants, after various phases of the curriculum, to share how they have, or plan on applying various aspects of the program in their professional or work life.
 - i) At the beginning of the second, third and fourth classroom workshops, participants must be provided with an opportunity to share successes and obstacles associated with implementing the material taught in the previous workshop.
 - ii) The four group-coaching sessions must provide participants with a safe place to review their successes and challenges with implementing the tools and processes taught throughout the program. Contractor must provide an hour-long opportunity for this to occur after each workshop.
 - iii) Contractor must provide all graduates of the Classroom Learning solution with an Accountability Roadmap containing recommended exercises for reinforcing the use of processes and tools taught in Contractor's program. This roadmap must be provided to the 2,600 State of Michigan leaders that have already graduated from Contractor's program during Contractor's previous contract with the State.
 - iv) At the State's request, Contractor must provide and host half-day alumni "Ask the Coach" sessions each year to provide for a deeper dive into the concepts taught in the program, and to both celebrate successes in applying these concepts and practices, and provide laser coaching on how to overcome any barriers to the successful use and implementation of processes taught in Contractor's program. Contractor's provision of these alumni sessions is based on the fee schedule listed in Schedule B.
- j) Leadership Development Communication
 - i) Contractor must speak annually as requested on a leadership topic at one of the State quarterly leadership development sessions
 - ii) Contractor must develop an article focused on a leadership topic at least twice annually to be shared in a blog or newsletter with State of Michigan employees.
- k) Continuing Leadership Development
 - i) Contractor must provide guidance on development of a lending library and resources to include. Contractor must provide an annotated bibliography to the State so that the State may ensure that each book cited in the LDP is available for lending.
- l) Program Evaluation
 - i) Contractor must develop and administer to all participants an evaluation of the program's quality, impact, and effectiveness in terms of both general and specific elements. Electronic evaluation forms are to be reviewed and accepted by the State prior to their use. Contractor will also provide the State a report summarizing the participants' evaluation of the program's effectiveness and perceived quality of the training at the conclusion of each participant's training.
 - ii) Contractor must provide an assessment of the effectiveness of programs, in real time, and pursue continuous improvements in the materials and overall experience for participants, based upon participants' evaluations and the expert assessment of the instructor. Over the course of its work with the State of Michigan, the Contractor will make continuous enhancements and updates to its materials and delivery as appropriate based on the experiences, feedback and knowledge gained during each workshop that is taught.
- m) Equipment and Facilities
 - i) Contractor is responsible for furnishing all equipment and materials needed to conduct each training session. The Contractor will provide program binders, all course workbooks and supplemental resources for participants. The Contractor will be responsible for bringing its own laptop computer, and will be prepared to teach in facilities that do not provide video, audio and/or wireless capabilities. The State of Michigan shall provide the classroom facilities for the instructor-led training classes.
 - ii) Any web-based training must be accessible from any computer 24/7. Participants will be provided with a username and password granting them access to Contractor's hosted website containing their online resources.

3) Services Levels:

Service Level Table

SLA #	Metric	Guarantee	Performance Measure Frequency	Report Frequency	Credit
1	Conducting Classes and Other Small or Large Group Trainings (e.g. leadership development training events)	A. Timeliness: 100% of all classes will start on time as scheduled. Any changes to class time must be coordinated with the State no later than 24 hours prior to scheduled class times	Per Instance		25% off of the associated fee for the event in question.
		B. Content: Classroom instructional content, including any presentations, hand-outs, etc., will be performed with consistency.	Per Instance		25% off of the associated fee for the event in question.
2	Web-Based Learning	Web-based training materials will be accessible 100% of the time during the duration of the resulting agreement and any renewal periods.	Per Instance		25% off of the associated fee for the event in question.
3	Initial Delivery of Services	Upon receipt of order, Contractor shall begin providing classroom-based services within 30 calendar days. Contractor shall begin providing web-based services (if applicable) within 60 calendar days.	Per Instance		50% off of the associated events scheduled during the first 30 calendar days.
4	Reporting	Program evaluation reports, assessments, and other reports are to be delivered on an annual basis.	Annually	Annually	1% reimbursement from all invoices billed during the reporting or assessment period.
7	Staffing	Staffing will remain consistent according to what is proposed in a Contractor's response to this CONTRACT. Any changes to staffing must be approved by the state no later than 48 hours prior to any class, or other event where a staff member would be present.	As-Needed		25% off of the associated fee for the event in question.

4) Staffing

- a) The Contractor must appoint at least one (1) individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "**Contractor Representative**").
- b) The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

5) **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 (e.g. in the event of an off-site or weekend leader's retreat).

6) Key Personnel

- a) Contractor's Key Personnel (aside from the Contractor Representative), such as an Instructor, if applicable, must be on-site at [location] during the scheduled hours of each program.
- b) 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.

- c) 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 Termination for Cause in the Standard 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 in the "Service Credits" table, above.
- d) The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform.
- e) **Minimum Qualifications:** The Contractor Representative (if operating as a sole proprietor) and/or the Contractor's key personnel (instructor(s)) must possess significant experience in Leadership Development training and assessments. To be considered minimally qualified, instructors must possess:
 - i) Three (3) or more years of training experience with specialized experience in facilitation and leadership training development in government, non-profit or private industry.
 - ii) Training experience with both small group (less than 15) and large group (more than 15) class sizes.
 - iii) Two year's leadership experience working in an organization.
 - iv) A bachelor's degree from an accredited institution.
- f) **Preferred Qualifications:**
 - i) The State prefers instructor(s) possess a Graduate degree from an accredited institution
 - ii) Ten (10) or more years of training experience with specialized experience in facilitation and leadership training development in government, non-profit or private industry.

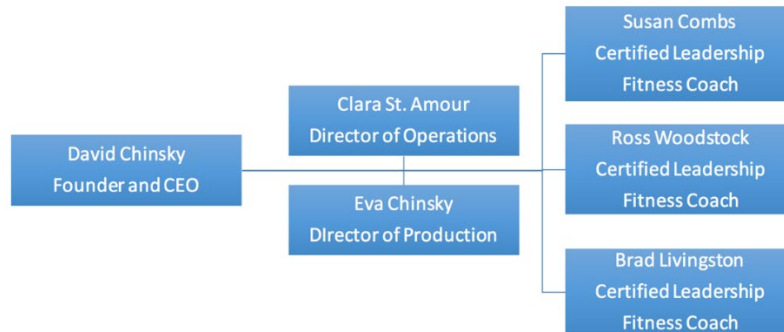
Key Personnel Table

Name of Key Personnel	Role	# of Years of Leadership & Exec. Training Experience in Gov, etc.	# of Years of Training Experience with Small and Large Groups	Possesses a Bachelor Degree (Yes or No)	Possesses a Graduate Degree (Yes or No)	Attached Resume (Yes or No)
David Chinsky	Trainer/Coach	18	30	Yes	Yes	Yes
Susan Combs	Trainer/Coach	18	25	Yes	Yes	Yes
Ross Woodstock	Trainer/Coach	4	6	Yes	Yes	Yes
Brad Livingston	Trainer/Coach	20	20	Yes	Yes	Yes

- 7) **Organizational Chart:** The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Institute for Leadership Fitness Bloomfield Hills, Michigan

ORGANIZATIONAL CHART



- 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.
 - If a subcontractor is used as a key personnel, then the Contractor must also indicate how the subcontractor meets the minimum and (if applicable) preferred qualifications above.

Subcontracted Transcriptionist’s full name and/or Legal business name	Susan Combs Coaching & Consulting, LLC
Address	428 LaSalle Blvd. Lansing, MI 48912
State in which business was incorporated.	Michigan
Phone number.	517-231-7606
Description of the Contract Activities that will be performed or provided by the subcontractor.	Facilitate leadership training and provide group coaching
Information concerning subcontractor’s ability to provide the identified Contract Activities for their business.	<p>Susan brings more than 18 years of experience developing high-impact programs in the business and non-profit arenas. Susan spent several years at the Michigan Chamber of Commerce where she transformed the Leadership Michigan program working with over 100 leaders.</p> <p>Based in Lansing, Michigan, Susan has a Bachelor’s degree from Miami University in Ohio and an MBA from Western Michigan University. Susan received her coach training from the Coaches</p>

	Training Institute and holds the Associate Certified Coach (ACC) credential from the International Coach Federation.
The relationship of the subcontractor to the Contractor.	Susan has been a Certified Leadership Fitness Coach, affiliated with Contractor, since 2011.
If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	Susan has been one of the trainers and coaches Contractor has utilized during Contractor's six-year engagement with the State of Michigan from 2013-2019.

Subcontracted Transcriptionist's full name and/or Legal business name	Ross Woodstock
Address	2104 Jolly Road, Suite 200, Okemos, Michigan 48864
State in which business was incorporated.	Michigan
Phone number.	517-410-7636
Description of the Contract Activities that will be performed or provided by the subcontractor.	Facilitate leadership training and provide group coaching
Information concerning subcontractor's ability to provide the identified Contract Activities for their business.	Ross brings nearly four decades of experience in management and consulting. Prior to joining Kolt Communications in 2003, Ross had a distinguished 27-year career in radio and television, including ten years as president and general manager of WLNS-TV, which is the CBS affiliate in Lansing, Michigan. Based in Okemos, Michigan, Ross has a master's degree in Management and Administrative Services from the University of Texas at Dallas, and a bachelor's degree in Management of Human Resources from Spring Arbor College. Ross also holds the Associate Certified Coach (ACC) credential from the International Coach Federation.
The relationship of the subcontractor to the Contractor.	Ross has been a Certified Leadership Fitness Coach, affiliated with Contractor, since 2011.
If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	Ross has been one of the trainers and coaches Contractor has utilized during Contractor's six-year engagement with the State of Michigan from 2013-2019.

Subcontracted Transcriptionist's full name and/or Legal business name	Brad Livingston
Address	115 Tanglewood Drive, Huntsville, TX 77320
State in which business was incorporated.	Texas
Phone number.	936-661-1197
Description of the Contract Activities that will be performed or provided by the subcontractor.	Facilitate leadership training and provide group coaching
Information concerning subcontractor's ability to provide the identified Contract Activities for their business.	Brad is an experienced executive with a history of leading in large, complex organizational settings. Brad served as the Executive Director of the Texas Department of Criminal Justice from November 2004 to August 2016. He led the operations of one of the largest governmental organizations in the world, with 38,000 employees and more than 100 correctional facilities statewide.

	Based in Huntsville, Texas, Brad has a master's degree in Public Affairs from the LBJ School of Public Affairs at the University of Texas – Austin. Brad is a guest lecturer and mentor in the Executive Master's Leadership program at the LBJ School of Public Affairs at the University of Texas at Austin, and serves as an instructor for the National Institute of Corrections (NIC) Executive Excellence program.
The relationship of the subcontractor to the Contractor.	Brad has been a Certified Leadership Fitness Coach, affiliated with Contractor, since 2017.
If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	Brad has been one of the trainers and coaches Contractor has utilized in our work with State Government.

9) Reporting: The Contractor must submit reports annually, to the Designee in the Office of Good Government, detailing attendee numbers, by class, completion rates, analyses for improvements that the State could implement, etc.

10) Pricing

- a) **Price Term:** Pricing is firm for the initial term of the resulting Contract ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party prior to the mutual execution of any optional extension terms.
- b) **Price Changes:**
 - i) 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.
 - ii) 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.
 - iii) 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.

11) Ordering: The appropriate authorizing document for the Contract will be a signed Master Agreement (MA) as well as an agency-issued Delivery Order (DO).

12) Invoice and Payment

- a) **Invoice Requirements:** All invoices must be submitted to the State monthly after the training has been delivered and must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

13) Payment Methods: The State will make payment for Contract Activities via electronic funds transfer (EFT).

14) 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.

SCHEDULE B PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below.
2. Price 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 State's standard payment terms are Net 45. The Contractor must also provide quick payment terms: **2% discount off invoice if paid within 10 days after receipt of invoice**. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

	Services	Size/Length of Session	Cost Per Session
1.	<p>Leadership Development Classroom Training* for Leaders Not Yet Trained (The STATE expects ~500 participants per year)</p>	<p>Maximum number of participants per session: 25 plus an additional maximum of 5 more employees attending as a make-up from another cohort, if needed.</p> <p>Hours per session: 8 X 4 days = 32 hours per participant</p> <p>These Classroom Training sessions will provide STATE leaders that have not yet participated in Contractor's leadership training program with exposure to the same four, day-long workshops and 16 learning modules their colleagues have already completed. Of course, the STATE is welcome to select a different set of learning modules for these leaders that have not yet participated in Contractor's program if the STATE is not necessarily looking for the same consistent set of modules to be used for these new leaders as have been provided to over 2,600 STATE leaders over the course of the last six years.</p>	<p>\$ 26,000 or \$1,040 per participant for all four days of Classroom Learning (assumes a cohort of 25 leaders per four-day program)</p>
2.	<p>Web-based Learning* (STATE expects ~100 participants per year)</p>	<p>Maximum number of participants:</p> <p>We can provide Contractor's web-based (online) learning solution (Fit Leaders Academy) to an unlimited number of participants, whether it be 100 or more.</p> <p>Hours per session: Approximately 13.5 hours of online training (24 leadership learning modules delivered in 134 bite-sized videos). Also includes access to leadership assessments and an Ask the Coach feature.</p>	<p>\$ 445 per participant</p>
3.	<p>Other Leadership Development Classroom Learning* for Leaders Already Trained (if applicable)</p>	<p>Maximum number of participants per session: 25</p> <p>Hours per session: 8 (one day) Hours per session: 16 (two days) Hours per session: 24 (three days) Hours per session: 32 (four days)</p> <p>This Other Learning is intended to provide STATE leaders that have already participated in Contractor's 16 leadership learning modules with an opportunity to spend another 1-4 days learning new leadership material. This teaches four learning modules per day of training.</p> <p>Contractor now offers 40 distinct leadership learning modules. STATE leaders that have already completed</p>	<p>\$ 6,500 or \$260 per person \$ 13,000 or \$520 per person \$ 19,500 or \$780 per person \$ 26,000 or \$1,040 per person</p> <p>(assumes a cohort of 25 leaders per program)</p>

		<p>Contractor's four-day program have had exposure to 16 of these modules.</p> <p>Pricing is provided for one, two, three and four additional days of learning beyond the initial four-day program these leaders have already attended.</p>	
4.	Individual Coaching	<input checked="" type="checkbox"/> In person <input checked="" type="checkbox"/> Phone <p>Hours per session: 1</p>	<p>\$ 400 (In Person)</p> <p>\$ 300 (Phone)</p>
5.	Group Coaching	<p>Maximum number of participants per session:50</p> <p><input type="checkbox"/> In person <input checked="" type="checkbox"/> Phone (Web-based)</p> <p>Hours per session: 1</p>	<p>This is included in Contractor's pricing stated above for Classroom Training and Other Learning. A group coaching session is provided after each workshop at no additional charge to the STATE.</p>
6.	Leadership or individual assessment	<p>Coaching Individual or group of those completing assessment:</p> <p><input type="checkbox"/> In person <input checked="" type="checkbox"/> Phone</p> <p>Hours per session: 1</p>	<p>\$300.00 per person \$275.00 per person (if greater than 10 individuals)</p>
7.	Alumni/Refresher ("Ask the Coach") Sessions	<p>Contractor will provide half-day alumni sessions per year as requested by the state.</p>	<p>\$ 6,093.75 per day or \$3,046.88 per half-day</p>
8.	Preparation materials/ leadership book	<p>If additional materials are not included in the training yet are suggested in preparing for the training indicate what type of materials and cost.</p>	<p>\$ 14.95 per book</p> <p>The cost of all other materials are included in Contractor's pricing above.</p>
9.	Consulting or Related Services		<p>\$ 1,250 per hour \$ 5,000 per ½ day \$ 8,000 per full day</p>

SCHEDULE C: IT-SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this CONTRACT must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP): http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the CONTRACT are available after signing and returning to the State the required Nondisclosure Agreement (NDA) agreement. Failure to return a signed NDA may be grounds for disqualification.

- 1) **Secure Web Application Standard:** Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.
- 2) **Secure Application Development Life Cycle (SADLC)**
 - a) Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:
 - i) **Security Accreditation:** Contractor is required to complete the State Security Accreditation process for the solution.
 - ii) **Application Scanning of Externally hosted solutions**
 - (1) Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.
 - (2) For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.
 - (3) Types of scanning and remediation may include the following types of scans and activities:
 - (a) Dynamic Scanning for vulnerabilities, analysis, remediation and validation
 - (b) Static Scanning for vulnerabilities, analysis, remediation and validation
 - (c) Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation
 - iii) **Infrastructure Scanning of Externally hosted solutions:** A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.
- 3) **Acceptable Use Policy:** To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
- 4) **Look and Feel Standard:** All software items provided by the Contractor must adhere to the following Look and Feel Standards: http://www.michigan.gov/documents/State/Look_and_Feel_Standards.
- 5) **Mobile Responsiveness:** The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Contractor must provide a list of all mobile devices that are

compatible with the Solution. Additionally, Contractor must provide list of features that can be performed via a mobile device.

- 6) **ADA Compliance:** The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

7) **SUITE Documentation**

- a) In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor. The Contractor is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Contractors wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.
- b) SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.
- c) While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.
- d) SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractor may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

- 8) **Agency Specific Standards:** Because the system contains Federal Tax Information, Contractor shall comply with all application security requirements outlined in IRS Publication 1075 including, but not limited to, the Exhibit 7 Safeguarding Contract Language embedded below:



CONTRACT
LANGUAGE FOR TECH



Exhibit 7 General
Services Requirement

See the following links for further information:

- <https://www.irs.gov/privacy-disclosure/additional-requirements-for-publication-1075>
- <https://www.irs.gov/pub/irs-pdf/p1075.pdf>