

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B8200232**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Kalkomey Enterprises, Inc 14086 Proton Road Dallas, TX 75244	Kurt Kalkomey	<a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(214) 351-0461	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DNR	Jana Harding	(517) 373-1190	<a href="mailto:Hardingj3@michigan.gov">Hardingj3@michigan.gov</a>
BUYER:	DTMB	Paula Hurst	(517) 373-9776	<a href="mailto:Hurstp2@michigan.gov">Hurstp2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Development &amp; Production of Educational Materials – Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
September 1, 2008	September 30, 2011	2, 1 Yr. Options	September 30, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	21 Days ARO	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
Per Specifications			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: October 1, 2012	NEW EXPIRATION DATE: September 30, 2013
<p>Effective immediately, this Contract is utilizing the second option year. The new end date is September 30, 2013.</p> <p>All other terms, conditions, specifications, and pricing remain the same.</p> <p>Per agency and vendor agreement and DTMB Procurement approval.</p>		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	\$901,680.00	

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET February 27, 2012  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B8200232**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Kalkomey Enterprises, Inc.</b> <b>14086 Proton Road</b> <b>Dallas, TX 75244</b>  Email: <a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>	TELEPHONE Kurt Kalkomey <b>(214) 351-0461</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 <b>Paula Hurst</b>
Contract Compliance Inspector: <b>Jana Harding</b> <b>Development &amp; Production of Educational Materials – Dept of Natural Resources</b>	
CONTRACT PERIOD: From: <b>September 1, 2008</b> To: <b>September 30, 2012</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>21 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>Per Specifications</b>	

**NATURE OF CHANGE(S):**

**Effective February 27, 2012 the Buyer has been changed to:**

**Paula Hurst**  
**Phone: (517) 373-9776**  
[hurstp2@michigan.gov](mailto:hurstp2@michigan.gov)

**All other terms, conditions specifications and prices remain unchanged.**

**AUTHORITY/REASON:**

**Per DTMB Procurement's approval**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$901,680.00**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

July 12, 2011

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B8200232**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Kalkomey Enterprises, Inc.</b> <b>14086 Proton Road</b> <b>Dallas, TX 75244</b>  Email: <a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>	TELEPHONE Kurt Kalkomey <b>(214) 351-0461</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-7233 <b>Donald Mandernach</b>
Contract Compliance Inspector: <b>Jana Harding</b> <b>Development &amp; Production of Educational Materials – Dept of Natural Resources</b>	
CONTRACT PERIOD: From: <b>September 1, 2008</b> To: <b>September 30, 2012</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>21 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>Per Specifications</b>	

**NATURE OF CHANGE:**

**Effective immediately, this contract is hereby EXTENDED one year to September 30, 2012. Please also note that the buyer has been CHANGED to Don Mandernach.**

**All other terms, conditions specifications and prices remain unchanged.**

**AUTHORITY/REASON:**

**Per agreement between vendor and DNRE agreement and DTMB approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$901,680.00**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET      October 25, 2010  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B8200232**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Kalkomey Enterprises, Inc.</b> <b>14086 Proton Road</b> <b>Dallas, TX 75244</b>  Email: <a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>	TELEPHONE Kurt Kalkomey <b>(214) 351-0461</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: <b>Jana Harding</b> <b>Development &amp; Production of Educational Materials – Dept of Natural Resources</b>	
CONTRACT PERIOD:                      From: <b>September 1, 2008</b> To: <b>September 30, 2011</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>21 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>Per Specifications</b>	

**NATURE OF CHANGE:**

Effective October 1, 2010 the following pricing is in effect for the Printed Off Road Vehicle Student Manual, (article 1.1.8) and 4 page Exam Supplement, due to a change from a 48 page manual to a 64 page manual.

Effective October 1, 2010, the Buyer for this Contract is CHANGED to:

**William C. Walsh, CPPB**  
**(517) 373-6535**  
[Walshw@michigan.gov](mailto:Walshw@michigan.gov)

Effective October 1, 2010, the mailing address for the vendor is CHANGED to:

**14086 Proton Road**  
**Dallas, TX 75244**

All other terms, conditions specifications and prices remain unchanged.

**AUTHORITY/REASON:**

Per request from vendor, DNRE agreement and DTMB approval.

**INCREASE: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$901,680.00**

**1.1.8 - Printed Off Road Vehicle Student Manual and 4-pg Exam Supplement**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Manual and Exam Supplement</b>
<b>100 up to 499</b>	<b>\$ 82.40</b>
<b>500 up to 999</b>	<b>\$ 17.00</b>
<b>1,000 up to 4,999</b>	<b>\$ 9.18</b>
<b>5,000 up to 9,999</b>	<b>\$ 2.58</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.62</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.31</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.27</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.12</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.04</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.96</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.93</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.85</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.84</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.80</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.79</b>
<b>60,000 and over</b>	<b>\$ 0.76</b>

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 29, 2009

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B8200232  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR <b>Kalkomey Enterprises, Inc.</b> <b>2906 Ladybird Lane</b> <b>Dallas, TX 75220</b>  Email: <a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>	TELEPHONE Kurt Kalkomey <b>(214) 351-0461</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: <b>Jana Harding</b> <b>Development &amp; Production of Educational Materials – Dept of Natural Resources</b>	
CONTRACT PERIOD: From: <b>September 1, 2008</b> To: <b>September 30, 2011</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>21 Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>Per Specifications</b>	

**NATURE OF CHANGE:**

Effective immediately, paper for the text pages of the publications is changed to 40lb. offset resulting in price decreases, per the attached.

**AUTHORITY/REASON:**

Per agency request, vendor email (Kurt Kalkomey) dated October 9, 2009 and DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE: \$901,680.00**

**ATTACHMENT B**

**1.1.1. PRINTED SNOWMOBILE HANDBOOK**

**Prices quoted below are for 4 inches wide by 7 inches tall full-color publication with 48 text pages plus 4-page cover, and will be as indicated by the sample provided. Pricing includes freight to Lansing, Michigan warehouse.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/Handbook</b>
<b>100 up to 499</b>	<b>\$ 59.99</b>
<b>500 up to 999</b>	<b>\$ 12.00</b>
<b>1,000 up to 4,999</b>	<b>\$ 6.00</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.80</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.06</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.83</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.79</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.68</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.62</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.57</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.53</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.47</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.47</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.45</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.43</b>
<b>60,000 and over</b>	<b>\$ 0.41</b>

**1.1.2. ONLINE SNOWMOBILE HANDBOOK**

**There is no charge for the Online Snowmobile Handbook if Kalkomey Enterprises is awarded the contract for the Printed Snowmobile Handbooks. The Online Snowmobile Handbook will meet all specifications requested in ITB 071I 8200129.**

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.3. PRINTED SNOWMOBILE STUDENT MANUAL AND 4-PG PRINTED EXAM  
SUPPLEMENT

**Prices quoted below are for an 8.375 inches wide by 10.75 inches tall full-color publication with 48 text pages plus 4-page cover AND a 4-page black-and-white exam supplement. The Student Manual and Exam Supplement will be as indicated by the samples provided. Pricing includes freight to Lansing, Michigan warehouse.**

QTY ON PURCHASE ORDER	PRICE/ Manual and Exam Supplement
<b>100 up to 499</b>	<b>\$ 68.56</b>
<b>500 up to 999</b>	<b>\$ 15.01</b>
<b>1,000 up to 4,999</b>	<b>\$ 7.67</b>
<b>5,000 up to 9,999</b>	<b>\$ 2.30</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.45</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.13</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.09</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.92</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.88</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.82</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.78</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.68</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.67</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.65</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.64</b>
<b>60,000 and over</b>	<b>\$ 0.60</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.4. SNOWMOBILE INSTRUCTOR'S GUIDE AND EXAM KEY**

**The Instructor's Guide and Exam Key will be provided to DNR as PDF files at no charge. Kalkomey Enterprises will license to DNR the right to make an unlimited number of copies of the Instructor's Guide and Exam Key for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to provide the Instructor's Guide and Exam Key as printed copies, it will be at the quoted prices below. Prices quoted below are for an 8.375 inches wide by 10.75 inches tall black-and-white publication with 32 pages self-cover AND a separate one-page black-and-white exam key.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Instructor Guide and Exam Key</b>
<b>20 up to 29</b>	<b>\$ 17.33</b>
<b>30 up to 39</b>	<b>\$ 13.03</b>
<b>40 up to 49</b>	<b>\$ 11.19</b>
<b>50 up to 99</b>	<b>\$ 9.47</b>
<b>100 up to 499</b>	<b>\$ 5.71</b>
<b>500 up to 999</b>	<b>\$ 3.02</b>
<b>1,000 up to 4,999</b>	<b>\$ 2.23</b>
<b>5,000 up to 9,999</b>	<b>\$ 0.70</b>
<b>10,000 up to 14,999</b>	<b>\$ 0.50</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.43</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.42</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.39</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.37</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.35</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.34</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.32</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.32</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.32</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.31</b>
<b>60,000 and over</b>	<b>\$ 0.30</b>

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.5. SNOWMOBILE POWERPOINT PRESENTATION

The PowerPoint Presentation will be provided to DNR on a master CD or DVD containing a Microsoft PowerPoint file at no charge. Kalkomey Enterprises will license to DNR the right to duplicate the master CD or DVD for an unlimited number copies for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.

If the DNR wishes Kalkomey Enterprises to duplicate the PowerPoint Presentation CD or DVD, it will be at the quoted prices below.

QTY ON PURCHASE ORDER	PRICE/ PowerPoint Presentation (CD or DVD)
20 up to 29	\$ 4.27
30 up to 39	\$ 5.52
40 up to 49	\$ 5.03
50 up to 99	\$ 4.74
100 up to 499	\$ 3.84
500 up to 999	\$ 2.16
1,000 up to 4,999	\$ 1.26
5,000 up to 9,999	\$ 1.25
10,000 up to 14,999	\$ 1.22
15,000 up to 15,999	\$ 1.24
16,000 up to 19,999	\$ 1.24
20,000 up to 24,999	\$ 1.23
25,000 up to 29,999	\$ 1.22
30,000 up to 34,999	\$ 1.24
35,000 up to 39,999	\$ 1.23
40,000 up to 44,999	\$ 1.23
45,000 up to 49,999	\$ 1.22
50,000 up to 54,999	\$ 1.22
55,000 up to 59,999	\$ 1.22
60,000 and over	\$ 1.22

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.6. PRINTED OFF ROAD VEHICLE HANDBOOK

Prices quoted below are for 4 inches wide by 7 inches tall full-color publication with 48 text pages plus 4-page cover, and will be as indicated by the sample provided. Pricing includes freight to Lansing, Michigan warehouse.

QTY ON PURCHASE ORDER	PRICE/Handbook
100 up to 499	\$ 59.99
500 up to 999	\$ 12.00
1,000 up to 4,999	\$ 6.00
5,000 up to 9,999	\$ 1.80
10,000 up to 14,999	\$ 1.06
15,000 up to 15,999	\$ 0.83
16,000 up to 19,999	\$ 0.79
20,000 up to 24,999	\$ 0.68
25,000 up to 29,999	\$ 0.62
30,000 up to 34,999	\$ 0.57
35,000 up to 39,999	\$ 0.53
40,000 up to 44,999	\$ 0.47
45,000 up to 49,999	\$ 0.47
50,000 up to 54,999	\$ 0.45
55,000 up to 59,999	\$ 0.43
60,000 and over	\$ 0.41

1.1.7. ONLINE OFF ROAD VEHICLE HANDBOOK

There is no charge for the Online Off-Road Vehicle Handbook if Kalkomey Enterprises is awarded the contract for the Printed Off-Road Vehicle Handbooks. The Online Off-Road Vehicle Handbook will meet all specifications requested in ITB 071I 8200129.

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.8. PRINTED OFF ROAD VEHICLE STUDENT MANUAL AND 4-PG EXAM  
SUPPLEMENT

**Prices quoted below are for an 8.375 inches wide by 10.75 inches tall full-color publication with 48 text pages plus 4-page cover AND a 4-page black-and-white exam supplement. The Student Manual and Exam Supplement will be as indicated by the samples provided. Pricing includes freight to Lansing, Michigan warehouse.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Manual and Exam Supplement</b>
<b>100 up to 499</b>	<b>\$ 68.56</b>
<b>500 up to 999</b>	<b>\$ 15.01</b>
<b>1,000 up to 4,999</b>	<b>\$ 7.67</b>
<b>5,000 up to 9,999</b>	<b>\$ 2.30</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.45</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.13</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.09</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.92</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.88</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.82</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.78</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.68</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.67</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.65</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.64</b>
<b>60,000 and over</b>	<b>\$ 0.60</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.9. OFF ROAD VEHICLE INSTRUCTOR’S GUIDE AND EXAM KEY**

**The Instructor’s Guide and Exam Key will be provided to DNR as PDF files at no charge. Kalkomey Enterprises will license to DNR the right to make an unlimited number of copies of the Instructor’s Guide and Exam Key for use solely in DNR’s classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises’s Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to provide the Instructor’s Guide and Exam Key as printed copies, it will be at the quoted prices below. Prices quoted below are for an 8.375 inches wide by 10.75 inches tall black-and-white publication with 32 pages self-cover AND a separate one-page black-and-white exam key.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Instructor Guide and Exam Key</b>
<b>20 up to 29</b>	<b>\$ 17.33</b>
<b>30 up to 39</b>	<b>\$ 13.03</b>
<b>40 up to 49</b>	<b>\$ 11.19</b>
<b>50 up to 99</b>	<b>\$ 9.47</b>
<b>100 up to 499</b>	<b>\$ 5.71</b>
<b>500 up to 999</b>	<b>\$ 3.02</b>
<b>1,000 up to 4,999</b>	<b>\$ 2.23</b>
<b>5,000 up to 9,999</b>	<b>\$ 0.70</b>
<b>10,000 up to 14,999</b>	<b>\$ 0.50</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.43</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.42</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.39</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.37</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.35</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.34</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.32</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.32</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.32</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.31</b>
<b>60,000 and over</b>	<b>\$ 0.30</b>

**Contract No. 071B8200232**  
**Change Notice No. 1**

**1.1.10. OFF ROAD VEHICLE POWERPOINT PRESENTATION**

**The PowerPoint Presentation will be provided to DNR on a master CD or DVD containing a Microsoft PowerPoint file at no charge. Kalkomey Enterprises will license to DNR the right to duplicate the master CD or DVD for an unlimited number copies for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to duplicate the PowerPoint Presentation CD or DVD, it will be at the quoted prices below.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ PowerPoint Presentation (CD or DVD)</b>
<b>20 up to 29</b>	<b>\$ 4.27</b>
<b>30 up to 39</b>	<b>\$ 5.52</b>
<b>40 up to 49</b>	<b>\$ 5.03</b>
<b>50 up to 99</b>	<b>\$ 4.74</b>
<b>100 up to 499</b>	<b>\$ 3.84</b>
<b>500 up to 999</b>	<b>\$ 2.16</b>
<b>1,000 up to 4,999</b>	<b>\$ 1.26</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.25</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.22</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.24</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.24</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.23</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.22</b>
<b>30,000 up to 34,999</b>	<b>\$ 1.24</b>
<b>35,000 up to 39,999</b>	<b>\$ 1.23</b>
<b>40,000 up to 44,999</b>	<b>\$ 1.23</b>
<b>45,000 up to 49,999</b>	<b>\$ 1.22</b>
<b>50,000 up to 54,999</b>	<b>\$ 1.22</b>
<b>55,000 up to 59,999</b>	<b>\$ 1.22</b>
<b>60,000 and over</b>	<b>\$ 1.22</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.11. PRINTED BOATING HANDBOOK**

**Prices quoted below are for 4 inches wide by 7 inches tall full-color publication with 48 text pages plus 4-page cover, and will be as indicated by the sample provided. Pricing includes freight to Lansing, Michigan warehouse.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/Handbook</b>
<b>100 up to 499</b>	<b>\$ 59.99</b>
<b>500 up to 999</b>	<b>\$ 12.00</b>
<b>1,000 up to 4,999</b>	<b>\$ 6.00</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.80</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.06</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.83</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.79</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.68</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.62</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.57</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.53</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.47</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.47</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.45</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.43</b>
<b>60,000 and over</b>	<b>\$ 0.41</b>

**1.1.12. ONLINE BOATING HANDBOOK**

**There is no charge for the Online Boating Handbook if Kalkomey Enterprises is awarded the contract for the Printed Boating Handbooks. The Online Boating Handbook will meet all specifications requested in ITB 071I 8200129.**

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.13. PRINTED BOATING STUDENT MANUAL AND 4-PG PRINTED EXAM  
SUPPLEMENT

**Prices quoted below are for an 8.375 inches wide by 10.75 inches tall full-color publication with 64 text pages plus glossy cover AND a 4-page exam supplement. The Student Manual and Exam Supplement and will be as indicated by the sample provided. They meet all specifications requested in ITB 071I 8200129 (except the 48 text page specification). Pricing includes freight to Lansing, Michigan warehouse. (If a 48-page boating manual is desired, the pricing will be the same as listed for the Printed Snowmobile Manual in Section 7.1.3.)**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Manual and Exam Supplement</b>
<b>100 up to 499</b>	<b>\$ 82.40</b>
<b>500 up to 999</b>	<b>\$ 17.00</b>
<b>1,000 up to 4,999</b>	<b>\$ 9.18</b>
<b>5,000 up to 9,999</b>	<b>\$ 2.58</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.62</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.31</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.27</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.12</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.04</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.96</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.93</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.85</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.84</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.80</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.79</b>
<b>60,000 and over</b>	<b>\$ 0.76</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.14. BOATING INSTRUCTOR'S GUIDE AND EXAM KEY**

**The Instructor's Guide and Exam Key will be provided to DNR as PDF files at no charge. Kalkomey Enterprises will license to DNR the right to make an unlimited number of copies of the Instructor's Guide and Exam Key for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to provide the Instructor's Guide and Exam Key as printed copies, it will be at the quoted prices below. Prices quoted below are for an 8.375 inches wide by 10.75 inches tall black-and-white publication with 32 pages self-cover AND a separate one-page black-and-white exam key.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Instructor Guide and Exam Key</b>
<b>20 up to 29</b>	<b>\$ 17.33</b>
<b>30 up to 39</b>	<b>\$ 13.03</b>
<b>40 up to 49</b>	<b>\$ 11.19</b>
<b>50 up to 99</b>	<b>\$ 9.47</b>
<b>100 up to 499</b>	<b>\$ 5.71</b>
<b>500 up to 999</b>	<b>\$ 3.02</b>
<b>1,000 up to 4,999</b>	<b>\$ 2.23</b>
<b>5,000 up to 9,999</b>	<b>\$ 0.70</b>
<b>10,000 up to 14,999</b>	<b>\$ 0.50</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.43</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.42</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.39</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.37</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.35</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.34</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.32</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.32</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.32</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.31</b>
<b>60,000 and over</b>	<b>\$ 0.30</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.15. BOATING POWERPOINT PRESENTATION**

**The PowerPoint Presentation will be provided to DNR on a master CD or DVD containing a Microsoft PowerPoint file at no charge. Kalkomey Enterprises will license to DNR the right to duplicate the master CD or DVD for an unlimited number copies for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to duplicate the PowerPoint Presentation CD or DVD, it will be at the quoted prices below.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ PowerPoint Presentation (CD or DVD)</b>
<b>20 up to 29</b>	<b>\$ 4.27</b>
<b>30 up to 39</b>	<b>\$ 5.52</b>
<b>40 up to 49</b>	<b>\$ 5.03</b>
<b>50 up to 99</b>	<b>\$ 4.74</b>
<b>100 up to 499</b>	<b>\$ 3.84</b>
<b>500 up to 999</b>	<b>\$ 2.16</b>
<b>1,000 up to 4,999</b>	<b>\$ 1.26</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.25</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.22</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.24</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.24</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.23</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.22</b>
<b>30,000 up to 34,999</b>	<b>\$ 1.24</b>
<b>35,000 up to 39,999</b>	<b>\$ 1.23</b>
<b>40,000 up to 44,999</b>	<b>\$ 1.23</b>
<b>45,000 up to 49,999</b>	<b>\$ 1.22</b>
<b>50,000 up to 54,999</b>	<b>\$ 1.22</b>
<b>55,000 up to 59,999</b>	<b>\$ 1.22</b>
<b>60,000 and over</b>	<b>\$ 1.22</b>

**Contract No. 071B8200232  
Change Notice No. 1**

**1.1.16. HUNTER INSTRUCTOR'S GUIDE**

**The Instructor's Guide will be provided to DNR as a PDF file at no charge. Kalkomey Enterprises will license to DNR the right to make an unlimited number of copies of the Instructor's Guide for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to provide the Instructor's Guide and Exam Key as printed copies, it will be at the quoted prices below. Prices quoted below are for an 8.375 inches wide by 10.75 inches tall black-and-white publication with 56 pages self-cover.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Instructor Guide</b>
<b>20 up to 29</b>	<b>\$ 17.57</b>
<b>30 up to 39</b>	<b>\$ 13.28</b>
<b>40 up to 49</b>	<b>\$ 11.32</b>
<b>50 up to 99</b>	<b>\$ 9.53</b>
<b>100 up to 499</b>	<b>\$ 5.78</b>
<b>500 up to 999</b>	<b>\$ 3.29</b>
<b>1,000 up to 4,999</b>	<b>\$ 1.65</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.03</b>
<b>10,000 up to 14,999</b>	<b>\$ 0.69</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.60</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.59</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.53</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.50</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.48</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.46</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.43</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.44</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.43</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.42</b>
<b>60,000 and over</b>	<b>\$ 0.40</b>

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.17. PRINTED WILDLIFE IDENTIFICATION GUIDE

**Prices quoted below are for 4 inches wide by 7 inches tall full-color publication with 80 text pages plus 4-page cover, and will be as indicated by the sample provided. Pricing includes freight to Lansing, Michigan warehouse.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/Guide</b>
<b>100 up to 499</b>	<b>\$ 75.30</b>
<b>500 up to 999</b>	<b>\$ 14.07</b>
<b>1,000 up to 4,999</b>	<b>\$ 7.51</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.50</b>
<b>10,000 up to 14,999</b>	<b>\$ 0.91</b>
<b>15,000 up to 15,999</b>	<b>\$ 0.72</b>
<b>16,000 up to 19,999</b>	<b>\$ 0.69</b>
<b>20,000 up to 24,999</b>	<b>\$ 0.60</b>
<b>25,000 up to 29,999</b>	<b>\$ 0.55</b>
<b>30,000 up to 34,999</b>	<b>\$ 0.51</b>
<b>35,000 up to 39,999</b>	<b>\$ 0.49</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.44</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.44</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.43</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.42</b>
<b>60,000 and over</b>	<b>\$ 0.39</b>

**Contract No. 071B8200232**  
**Change Notice No. 1**

1.1.18. PRINTED HUNTER STUDENT MANUAL

**Prices quoted below are for an 8 3/4" x 10 7/8" full-color publication with 96 text pages plus glossy cover. The Student Manual will be as indicated by the sample provided. Pricing includes freight to Lansing, Michigan warehouse.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ Manual</b>
<b>100 up to 499</b>	<b>\$ 140.19</b>
<b>500 up to 999</b>	<b>\$ 28.04</b>
<b>1,000 up to 4,999</b>	<b>\$ 14.02</b>
<b>5,000 up to 9,999</b>	<b>\$ 2.81</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.81</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.49</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.45</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.27</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.20</b>
<b>30,000 up to 34,999</b>	<b>\$ 1.13</b>
<b>35,000 up to 39,999</b>	<b>\$ 1.08</b>
<b>40,000 up to 44,999</b>	<b>\$ 0.97</b>
<b>45,000 up to 49,999</b>	<b>\$ 0.96</b>
<b>50,000 up to 54,999</b>	<b>\$ 0.94</b>
<b>55,000 up to 59,999</b>	<b>\$ 0.92</b>
<b>60,000 and over</b>	<b>\$ 0.87</b>

**Contract No. 071B8200232**

**Change Notice No. 1**

1.1.19. HUNTER POWERPOINT PRESENTATION

**The PowerPoint Presentation will be provided to DNR on a master CD or DVD containing a Microsoft PowerPoint file at no charge. Kalkomey Enterprises will license to DNR the right to duplicate the master CD or DVD for an unlimited number copies for use solely in DNR's classroom courses whenever a DNR officer or volunteer is teaching a class using Kalkomey Enterprises's Student Manual during the term of the Contract.**

**If the DNR wishes Kalkomey Enterprises to duplicate the PowerPoint Presentation CD or DVD, it will be at the quoted prices below.**

<b>QTY ON PURCHASE ORDER</b>	<b>PRICE/ PowerPoint Presentation (CD or DVD)</b>
<b>20 up to 29</b>	<b>\$ 4.27</b>
<b>30 up to 39</b>	<b>\$ 5.52</b>
<b>40 up to 49</b>	<b>\$ 5.03</b>
<b>50 up to 99</b>	<b>\$ 4.74</b>
<b>100 up to 499</b>	<b>\$ 3.84</b>
<b>500 up to 999</b>	<b>\$ 2.16</b>
<b>1,000 up to 4,999</b>	<b>\$ 1.26</b>
<b>5,000 up to 9,999</b>	<b>\$ 1.25</b>
<b>10,000 up to 14,999</b>	<b>\$ 1.22</b>
<b>15,000 up to 15,999</b>	<b>\$ 1.24</b>
<b>16,000 up to 19,999</b>	<b>\$ 1.24</b>
<b>20,000 up to 24,999</b>	<b>\$ 1.23</b>
<b>25,000 up to 29,999</b>	<b>\$ 1.22</b>
<b>30,000 up to 34,999</b>	<b>\$ 1.24</b>
<b>35,000 up to 39,999</b>	<b>\$ 1.23</b>
<b>40,000 up to 44,999</b>	<b>\$ 1.23</b>
<b>45,000 up to 49,999</b>	<b>\$ 1.22</b>
<b>50,000 up to 54,999</b>	<b>\$ 1.22</b>
<b>55,000 up to 59,999</b>	<b>\$ 1.22</b>
<b>60,000 and over</b>	<b>\$ 1.22</b>

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**August 7, 2008**

**NOTICE  
 OF  
 CONTRACT NO. 071B8200232  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR <b>Kalkomey Enterprises, Inc.          2906 Ladybird Lane          Dallas, TX 75220</b>	TELEPHONE Kurt Kalkomey <b>(214) 351-0461</b>
	CONTRACTOR NUMBER/MAIL CODE
Email: <a href="mailto:Kurt@boat-ed.com">Kurt@boat-ed.com</a>	BUYER/CA (517) 373-7374 <b>Joan Bosheff</b>
Contract Compliance Inspector: <b>Jana Harding</b> <b>Development &amp; Production of Educational Materials – Dept of Natural Resources</b>	
CONTRACT PERIOD: From: <b>September 1, 2008</b> To: <b>September 30, 2011</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>21 Days ARO</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>Per Specifications</b></p>	

**The terms and conditions of this Contract are those of ITB #07118200129, this Contract Agreement and the vendor's quote dated 5-7-2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: \$901,680.00**





STATE OF MICHIGAN  
Department of Management and Budget  
Purchasing Operations

**Contract #071B 8200232**  
**Development and Production of Educational Materials**  
**Department of Natural Resources**

**Buyer Name: Joan Bosheff**  
**Telephone Number: (517) 373-7374**  
**E-Mail Address: [bosheffj@michigan.gov](mailto:bosheffj@michigan.gov)**

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- A—Anticipated Yearly Usage and Minimum Orders (1 page)
- B—Pricing Sheet Based on Quantity Ordered (2 pages)
- C—Snowmobile Specifications (13 pages)
- D—Off Road Vehicle Specifications (14 pages)
- E—Boater Specifications (18 pages)
- F—Hunter Specifications (9 pages)
- G—Sworn Statements (2 pages)

Article 1 – Statement of Work (SOW)

## 1.0 Introduction

## 1.001 PROJECT TITLE, DESCRIPTION, AND BACKGROUND

This Contract is for the Development and Production of Educational Materials for the Department of Natural Resources.

Background

The Department of Natural Resources offers safety classes for various outdoor recreational activities. Before participating in these activities, a person must pass a class which teaches the laws and safety of the activity. The courses offered are Snowmobile Safety, Hunter Education, Off-Road Vehicle Safety and Boating Safety. In the past, the Department of Natural Resources has had these materials on several different contracts. This Contract will enable the Department to contract with one vendor for all the materials in order to promote uniformity in look and layout among the programs.

## 1.002 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Natural Resources.
- b. The Contractor will assign one central point of contact for communication purposes.
- c. Although there will be continuous liaison with the Contractor team, the client agency's project director will talk weekly at a minimum during the developmental stages of this project, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise with each deliverable.
- d. The Contractor will submit brief written summary of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.
- e. Within five (5) working days of the award of the Contract, the Contractor will submit to the Department of Natural Resources project director for final approval a work plan, which must include the following:

The Contractor's project organizational structure.

- (1) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- (2) The project breakdown showing sub-projects (Marine/Hunter Ed/Boating and ORV), activities and tasks, and resources required and allocated to each.
- (3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

Reports

The Contractor shall provide a brief written report upon final acceptance of each sub-project of this contract. The report will detail outline work flow processes followed, issues which arose,



resolution of issues and final product sample. The contractor will also provide a monthly report documenting website usage, the percent of time that the web applications were up and running as well as the number of people who took the on-line tests and their pass/fail rate.

## 1.1 Product Quality

### 1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the copies of specifications attached.

### 1.102 RESEARCH AND DEVELOPMENT

- Kalkomey Enterprises has a track record of continuously improving its products. Kalkomey Enterprises engages subject matter experts to review and suggest improvements for its education products. A recent example is that Kalkomey Enterprises engaged Tom Roster, an internationally recognized expert in shotgun ballistics, to review its hunter education materials.
- Kalkomey is currently working on providing all of its PowerPoint presentations in DVD format.

### 1.103 QUALITY ASSURANCE PROGRAM

An overview of Kalkomey Enterprises' development process for print products that ensures quality products is as follows:

1. Editor develops detailed outline of publication content based on requirements of customer and any other content-governing body.
2. Professional technical writers develop the text of the publication per the outline under the guidance of subject-matter experts. The writer also describes illustrations needed to aid in explaining the content.
3. Illustrators create the needed graphics using Adobe Illustrator and/or Adobe Photoshop. Rights to any photographs needed are obtained.
4. Graphic designers create a page layout design and set the color palette and text styles. Designers then place text and illustrations within the page layout. Designers create a cover design.
5. Professional proofreader thoroughly reviews the draft publication. Proofing corrections are made by designers. Corrections are checked by a second proofreader.
6. The draft publication is sent to the State customer for review and comments. Any changes requested by the State are made by the technical writer or designer. All changes made are reviewed by a professional proofreader.
7. Final draft is sent to the State customer for approval to go to press.
8. A pre-press designer prepares publication files and color proofs for the press. Proofreader does final review of press proofs.
9. Publication is printed. Pressmen continuously monitor printed publication against color proofs during print run.
10. Samples of printed publications are checked.
11. Printed publication is boxed and palletized per State customer's requirements and delivered to customer.

#### Web Products

An overview of Kalkomey Enterprises' Web product development process that ensures a quality product is as follows:

1. Graphic designer creates Web graphics of all illustrations and photographs that appear in the companion print publication.
2. Web designer creates a Web design template for the Web version of the publication.
3. Web developer programs HTML Web pages within the Web template using the text from the companion print publication files and Web graphics.



4. Web publication is uploaded to Kalkomey Enterprises' development Web server. Web-product tester checks operability of Web publication and checks for inclusion of all content contained in print publication. Any corrections are made and checked again.
5. Final Web publication is uploaded to a Kalkomey Enterprises' production Web server and is then available for use.

#### 1.104 WARRANTY FOR PRODUCTS OR SERVICES

DNR will have final approval of content and design of the publication prior to printing. If laws or information change during the contract period, Kalkomey Enterprises will update the publication(s) at no cost to DNR and submit all changes to DNR for approval prior to the next printing.

The print quality of Kalkomey Enterprises' publications will comply with GPO Level III Standards as required in the specifications of this bid request. If print quality does not meet GPO Level III Standards, the publication will be reprinted if DNR so requires at no cost to the State of Michigan. Warranty problems should be reported in writing and include a sample of the problem if appropriate.

### 1.2 Service Capabilities

#### 1.201 CUSTOMER SERVICE/ORDERING

Kalkomey Enterprises is able to receive orders electronically, by phone, facsimile, and by written order. Kalkomey Enterprises' has a nationwide toll-free phone number for phone orders and customer service calls: 1-800-830-2268.

Kalkomey Enterprises can enforce any controls requested by the State to ensure that only authorized individuals with the State place orders. Kalkomey Enterprises will verify with the State any orders that have quantities that appear to be abnormal or excessive.

Kalkomey Enterprises has an accessible customer service department and will assign a customer service representative specifically to State of Michigan accounts. Kalkomey Enterprises key personnel will make timely personal visits to DNR as requested by DNR. Kalkomey Enterprises personnel respond to all customer inquiries within one business day, and in most cases, immediately.

Kalkomey Enterprises acknowledges that all delivery orders or task orders are subject to the terms and conditions of this contract; and that in the event of conflict between a delivery order or task order and this contract, the contract shall control.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

#### 1.202 TRAINING

Kalkomey Enterprises is willing to provide training to individual agencies, if needed, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, Kalkomey Enterprises will provide in-service training to agency personnel on products. Kalkomey Enterprises is also willing to provide agency training jointly with DNR as needed during the period covered by the contract at no additional charge.

#### 1.203 REPORTING

Kalkomey Enterprises is able and willing to provide reports of the total items purchased by DNR, open invoice reports, delivery compliance reports, quantity reports, or any other reports relevant to the products or services requested by this Contract.



## 1.204 SPECIAL PROGRAMS--RESERVED

## 1.205 SECURITY--RESERVED

## 1.3 Delivery Capabilities

## 1.301 TIME FRAMES

All orders will be delivered within 30 calendar days after receipt of order.

In addition, when DNR requests changes to any publication, they will provide the requested changes to the Contractor in writing. Within ten (10) days of receipt, the Contractor shall make the changes and submit revised draft to the Project Manager. DNR will review the changes and respond within ten (10) days with either approval or additional changes.

## 1.302 MINIMUM ORDER

The minimum order will vary depending on the deliverable (Attachment A). Kalkomey Enterprises minimum order will be the same as listed on Attachment A. No additional charges apply.

## 1.303 PACKAGING

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The State reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

## 1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

## 1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders which meet the minimum set forth in Attachment 1 to 7461 Crowner Drive, Lansing, MI 48913.

## 1.306 ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION--RESERVED

## 1.4 Project Price

## 1.401 PROPOSAL PRICING

See attached Item Listing for pricing (Attachment B).

## 1.403 PRICE TERM

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a



price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be canceled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is canceled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity Term

Requirements – Vendor agrees to supply all that the State requires.

Article 2 – General Terms and Conditions

## 2.0 Introduction

## 2.001 GENERAL PURPOSE

This Contract is for the Development and Production of Educational Materials for the State of Michigan. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by the Department of Natural Resources on the Purchase Order Contract Release Form.

Indicated on Attachment A is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

## 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Department of Natural Resources, hereinafter known as DNR. Where actions are a combination of those of Purchasing Operations and the DNR, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
Attn: [Joan Bosheff](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
Telephone: [\(517\) 373-7374](tel:(517)373-7374)  
Email: [bosheffj@michigan.gov](mailto:bosheffj@michigan.gov)

## 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

## 2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be September 1, 2008, through August 31, 2011.



Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

#### 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

#### 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.



Clayton Act, 15 U.S.C.S. § 14 et seq.  
Public Act 153 of 1937, as amended

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized



assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.

2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

#### 2.103 SOFTWARE COMPLIANCE--RESERVED

#### 2.104 LIABILITY INSURANCE

##### A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)



Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
  - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.



Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:  
 \$100,000 each accident  
 \$100,000 each employee by disease  
 \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in



Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

#### 2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)--RESERVED

#### 2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

#### 2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.



Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

#### 2.108 COMPETITION IN SUBCONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

#### 2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

#### 2.110 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

#### 2.111 LABOR RELATIONS

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor



of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

## 2.2 Contract Performance

### 2.201 TIME IS OF THE ESSENCE

The Contractor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

### 2.202 CONTRACT PAYMENT SCHEDULE--RESERVED

### 2.203 POSSIBLE PROGRESS PAYMENTS--RESERVED

### 2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS--RESERVED

### 2.205 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is available to State contractors. The Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004 requires all payments be transitioned over to EFT.

### 2.206 PERFORMANCE OF WORK BY CONTRACTOR--RESERVED

## 2.3 Contract Rights and Obligations

### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

### 2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.



The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

#### 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

#### 2.305 INDEMNIFICATION

##### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;



5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

#### Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations



except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

#### 2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

#### 2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to the DNR unless other arrangements are authorized by Purchasing Operations.

**2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 PURCHASING FROM OTHER STATE AGENCIES**

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services

**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 90 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

The Contractor shall guarantee that any link on their website that leads to information created under this Contract will be free of any promotions or advertisements unless prior written approval is received from DNR's Project Manager.

**2.4 Contract Review and Evaluation****2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to



negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations. The Contract Compliance Inspector for this project is:

Jana Harding-Bishop  
Department of Natural Resources  
P.O. Box 30028  
Lansing, MI 48909  
Telephone: (517) 373-1190  
Email: [hardingj3@michigan.gov](mailto:hardingj3@michigan.gov)

#### 2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the DNR may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

#### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

### 2.5 Quality and Warranties

#### 2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change.

#### 2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**2.503 INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (goods)**

*Warranty of Merchantability* – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

*Warranty of fitness for a particular purpose* – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by or infringement or the like.

**2.505 CONTRACTOR WARRANTIES**

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

#### 2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons



beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 *RESERVED*

2.508 EQUIPMENT WARRANTY--*RESERVED*

2.509 *RESERVED*

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled



without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is canceled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are canceled.

In the event this Contract is canceled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to



cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are canceled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

#### 2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

#### 2.703 LIQUIDATED DAMAGES--*Reserved*

#### 2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:



- a) Cancel the stop work order; or
  - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

#### 2.705 SUSPENSION OF WORK--RESERVED

### 2.8 Changes, Modifications, and Amendments

#### 2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

#### 2.802 TIME EXTENTIONS--RESERVED

#### 2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

**2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

**2.805 CHANGES**

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



**Anticipated Yearly Usage and Minimum Orders**

Publication Name	Approximate Yearly Order	Minimum Order	Delivery Date of final product each year
Snowmobile Handbook	100,000	100	3 weeks from order
Snowmobile Student Manual/Exam	8,000	100	3 weeks from order
Snowmobile Instructor Guide/Exam Key	1,000	20	3 weeks from order
Snowmobile DVD PowerPoint Presentation	1,000	20	3 weeks from order
Off-Road Handbook	150,000	100	3 weeks from order
Off-Road Student Manual/Exam	13,000	100	3 weeks from order
Off-Road Instructor Guide/Exam Key	1,000	20	3 weeks from order
Off-Road DVD PowerPoint Presentation	1,000	20	3 weeks from order
Boating Handbook	200,000	100	3 weeks from order
Boating Student Manual/Exam	40,000	100	3 weeks from order
Boating Instructor Guide/Exam Key	2,000	20	3 weeks from order
Boating DVD PowerPoint Presentation	2,000	20	3 weeks from order
Hunter Instructor Guide	7,000 (3-yr. estimate)	20	3 weeks from order
Wildlife Identification Guide	50,000	100	3 weeks from order
Hunter Student Manual	50,000	100	3 weeks from order
Hunter DVD PowerPoint Presentation	7,000 (3-yr. estimate)	20	3 weeks from order

**SHIP-TO ADDRESS:** Michigan Department of Management and Budget  
Purchasing Operations  
Materials management  
7461 Crowner Drive  
Lansing, MI 48913



**Pricing Sheet Based on Quantity Ordered**

**Snowmobile Materials**

Quantity Ordered	Handbook	Student Manual/Exam	Instructor Guide/Exam Key	PowerPoint Presentation
20 up to 29	XXXX	XXXX	\$ 19.26	\$ 4.27
30 up to 39	XXXX	XXXX	\$ 14.48	\$ 5.52
40 up to 49	XXXX	XXXX	\$ 12.43	\$ 5.03
50 up to 99	XXXX	XXXX	\$ 10.52	\$ 4.74
100 up to 499	\$ 66.66	\$ 76.18	\$ 6.34	\$ 3.84
500 up to 999	\$ 13.34	\$ 16.67	\$ 3.35	\$ 2.16
1,000 up to 4,999	\$ 6.67	\$ 8.53	\$ 2.48	\$ 1.26
5,000 up to 9,999	\$ 2.00	\$ 2.42	\$ 0.78	\$ 1.25
10,000 up to 14,999	\$ 1.18	\$ 1.50	\$ 0.55	\$ 1.22
15,000 up to 15,999	\$ 0.92	\$ 1.20	\$ 0.48	\$ 1.24
16,000 up to 19,999	\$ 0.88	\$ 1.16	\$ 0.47	\$ 1.24
20,000 up to 24,999	\$ 0.76	\$ 1.02	\$ 0.43	\$ 1.23
25,000 up to 29,999	\$ 0.69	\$ 0.95	\$ 0.41	\$ 1.22
30,000 up to 34,999	\$ 0.63	\$ 0.89	\$ 0.39	\$ 1.24
35,000 up to 39,999	\$ 0.59	\$ 0.85	\$ 0.38	\$ 1.23
40,000 up to 44,999	\$ 0.54	\$ 0.77	\$ 0.36	\$ 1.23
45,000 up to 49,999	\$ 0.52	\$ 0.75	\$ 0.35	\$ 1.22
50,000 up to 54,999	\$ 0.50	\$ 0.72	\$ 0.35	\$ 1.22
55,000 up to 59,999	\$ 0.48	\$ 0.71	\$ 0.34	\$ 1.22
60,000 and over	\$ 0.46	\$ 0.68	\$ 0.33	\$ 1.22

**Off Road Materials**

Quantity Ordered	Handbook	Student Manual/Exam	Instructor Guide/Exam Key	PowerPoint Presentation
20 up to 29	XXXX	XXXX	\$ 19.26	\$ 4.27
30 up to 39	XXXX	XXXX	\$ 14.48	\$ 5.52
40 up to 49	XXXX	XXXX	\$ 12.43	\$ 5.03
50 up to 99	XXXX	XXXX	\$ 10.52	\$ 4.74
100 up to 499	\$ 66.66	\$ 76.18	\$ 6.34	\$ 3.84
500 up to 999	\$ 13.34	\$ 16.67	\$ 3.35	\$ 2.16
1,000 up to 4,999	\$ 6.67	\$ 8.53	\$ 2.48	\$ 1.26
5,000 up to 9,999	\$ 2.00	\$ 2.42	\$ 0.78	\$ 1.25
10,000 up to 14,999	\$ 1.18	\$ 1.50	\$ 0.55	\$ 1.22
15,000 up to 15,999	\$ 0.92	\$ 1.20	\$ 0.48	\$ 1.24
16,000 up to 19,999	\$ 0.88	\$ 1.16	\$ 0.47	\$ 1.24
20,000 up to 24,999	\$ 0.76	\$ 1.02	\$ 0.43	\$ 1.23
25,000 up to 29,999	\$ 0.69	\$ 0.95	\$ 0.41	\$ 1.22
30,000 up to 34,999	\$ 0.63	\$ 0.89	\$ 0.39	\$ 1.24
35,000 up to 39,999	\$ 0.59	\$ 0.85	\$ 0.38	\$ 1.23
40,000 up to 44,999	\$ 0.54	\$ 0.77	\$ 0.36	\$ 1.23
45,000 up to 49,999	\$ 0.52	\$ 0.75	\$ 0.35	\$ 1.22
50,000 up to 54,999	\$ 0.50	\$ 0.72	\$ 0.35	\$ 1.22
55,000 up to 59,999	\$ 0.48	\$ 0.71	\$ 0.34	\$ 1.22
60,000 and over	\$ 0.46	\$ 0.68	\$ 0.33	\$ 1.22



**Boating Materials**

Quantity Ordered	Handbook	Student Manual/Exam	Instructor Guide/Exam Key	PowerPoint Presentation
20 up to 29	XXXX	XXXX	\$ 19.26	\$ 4.27
30 up to 39	XXXX	XXXX	\$ 14.48	\$ 5.52
40 up to 49	XXXX	XXXX	\$ 12.43	\$ 5.03
50 up to 99	XXXX	XXXX	\$ 10.52	\$ 4.74
100 up to 499	\$ 66.66	\$ 91.55	\$ 6.34	\$ 3.84
500 up to 999	\$ 13.34	\$ 18.89	\$ 3.35	\$ 2.16
1,000 up to 4,999	\$ 6.67	\$ 10.20	\$ 2.48	\$ 1.26
5,000 up to 9,999	\$ 2.00	\$ 2.87	\$ 0.78	\$ 1.25
10,000 up to 14,999	\$ 1.18	\$ 1.80	\$ 0.55	\$ 1.22
15,000 up to 15,999	\$ 0.92	\$ 1.46	\$ 0.48	\$ 1.24
16,000 up to 19,999	\$ 0.88	\$ 1.41	\$ 0.47	\$ 1.24
20,000 up to 24,999	\$ 0.76	\$ 1.24	\$ 0.43	\$ 1.23
25,000 up to 29,999	\$ 0.69	\$ 1.15	\$ 0.41	\$ 1.22
30,000 up to 34,999	\$ 0.63	\$ 1.07	\$ 0.39	\$ 1.24
35,000 up to 39,999	\$ 0.59	\$ 1.03	\$ 0.38	\$ 1.23
40,000 up to 44,999	\$ 0.54	\$ 0.94	\$ 0.36	\$ 1.23
45,000 up to 49,999	\$ 0.52	\$ 0.93	\$ 0.35	\$ 1.22
50,000 up to 54,999	\$ 0.50	\$ 0.89	\$ 0.35	\$ 1.22
55,000 up to 59,999	\$ 0.48	\$ 0.88	\$ 0.34	\$ 1.22
60,000 and over	\$ 0.46	\$ 0.84	\$ 0.33	\$ 1.22

**Hunter Education Materials**

Quantity Ordered	Instructor Guide	Wildlife Identification Guide	Student Manual	PowerPoint Presentation
20 up to 29	\$ 19.52	XXXX	XXXX	\$ 4.27
30 up to 39	\$ 14.75	XXXX	XXXX	\$ 5.52
40 up to 49	\$ 12.58	XXXX	XXXX	\$ 5.03
50 up to 99	\$ 10.59	XXXX	XXXX	\$ 4.74
100 up to 499	\$ 6.42	\$ 78.13	\$ 155.77	\$ 3.84
500 up to 999	\$ 3.66	\$ 15.63	\$ 31.16	\$ 2.16
1,000 up to 4,999	\$ 1.83	\$ 8.34	\$ 15.58	\$ 1.26
5,000 up to 9,999	\$ 1.14	\$ 1.67	\$ 3.12	\$ 1.25
10,000 up to 14,999	\$ 0.77	\$ 1.01	\$ 2.01	\$ 1.22
15,000 up to 15,999	\$ 0.67	\$ 0.80	\$ 1.65	\$ 1.24
16,000 up to 19,999	\$ 0.66	\$ 0.77	\$ 1.61	\$ 1.24
20,000 up to 24,999	\$ 0.59	\$ 0.67	\$ 1.41	\$ 1.23
25,000 up to 29,999	\$ 0.56	\$ 0.61	\$ 1.33	\$ 1.22
30,000 up to 34,999	\$ 0.53	\$ 0.57	\$ 1.25	\$ 1.24
35,000 up to 39,999	\$ 0.51	\$ 0.54	\$ 1.20	\$ 1.23
40,000 up to 44,999	\$ 0.48	\$ 0.49	\$ 1.08	\$ 1.23
45,000 up to 49,999	\$ 0.49	\$ 0.49	\$ 1.07	\$ 1.22
50,000 up to 54,999	\$ 0.48	\$ 0.48	\$ 1.04	\$ 1.22
55,000 up to 59,999	\$ 0.47	\$ 0.47	\$ 1.02	\$ 1.22
60,000 and over	\$ 0.44	\$ 0.43	\$ 0.97	\$ 1.22

**ATTACHMENT C****Specifications for  
Printed and Online Snowmobile Handbook****PRINTED HANDBOOK**

*The Printed Snowmobile Handbook will be a printed, four-color booklet focusing on the State's snowmobile laws/regulations, safety concerns and other information needed by snowmobile operators.*

**Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Handbooks. That is, the Vendor's proposed price for the Printed Handbooks will include providing these services at no additional cost to the State:

- Vendor will write all text used in the Printed Handbook.
- Vendor will create all graphics used in the Printed Handbook.
- Vendor will procure any photographs needed for the Printed Handbook.
- Vendor will design Printed Handbook cover and page layout.
- The Vendor will demonstrate the required expertise to develop the Printed Handbook by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Printed Handbook that completely demonstrates required expertise.
- Vendor will allow the State to have complete approval authority of all text, graphics and handbook design.
- Vendor will make any and all revisions requested by the State.
- Vendor will provide a complete color proof of the Printed Handbook to the State prior to printing.
- Vendor will design a new cover for each subsequent printing of the Printed Handbook, if desired by the State, to maintain a current look and to make editions easy to visually distinguish.
- Vendor will update State laws and information, as requested by the State, with each subsequent printing.



- Vendor will allow the State to use Printed Handbook graphics for non-competing snowmobile information activities.
- Vendor will maintain a complete backup of the Printed Handbook in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Handbook. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Handbooks.

#### **Press/Print Quality and Availability**

- Handbook will be printed using a four-color process on cover and all text pages.
- Vendor will provide the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor will guarantee Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor will have available multiple, heat-set web presses to ensure timely delivery, and quality print.

#### **Paper and Binding Quality**

- Printed Handbook cover will be printed on 100 lb. coated free-sheet paper.
- Text pages will be printed on 50 lb. book stock.
- Binding will be saddle-stitched.

#### **Size**

- Printed Handbook should be of size 4-inch wide by 7-inch tall or other size agreed to by the State.
- Printed Handbook is a length of 48 text pages, plus 4 cover pages.

#### **Text Quality**

- Text will be written in clear, reader-friendly and consistent style.
- Text will use a bullet-style format to emphasize important points.
- The Printed Handbook contents will be organized such that the State's snowmobile law is clearly distinguished from other snowmobile information.
- A complete table of contents will be included.

**Graphics Quality**

- Printed Handbook will use only full-color, computer-designed, realistic graphics to illustrate important information.
- Printed Handbook will use only high-resolution color photographs showing current model snowmobiles.

**Cover Design and Page Layout Quality**

- Printed Handbook cover will be designed to give a State-specific, attractive, and contemporary look and feel.
- Layout of Printed Handbook's text pages will be consistent throughout and have an attractive, easy to read, and contemporary look and feel.

**ONLINE HANDBOOK**

*The Online Snowmobile Handbook should contain exactly the same material contained in the Printed Snowmobile Handbook, but published on the Internet. The Online Snowmobile Handbook will be provided as both an easily navigable, interactive version and as an easily downloadable PDF version. The Online Snowmobile Handbook will be available free of charge to users.*

**Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Handbooks. That is, the proposed price for the Printed Handbooks will include these services for the Online Handbook, at no additional cost to the State:

- Vendor will be responsible for developing both versions of the Online Handbook.
- Vendor will be responsible for publishing both versions of the Online Handbook on the Internet.
- Vendor will supply an Internet domain (www address) to host both versions of Online Handbook.
- Vendor will supply a web server (hardware and software) to host both versions of the Online Handbook. The web server will meet these minimum requirements to



promote continuous availability to the public. Continuous availability means 100% of the time between the hours of 6:00 a.m. and 11:00 p.m. Eastern Standard Time:

- Multiple T3 connections to Internet. Daily server backups, UPS power backup, diesel backup generator, 24/7 network monitoring.
- Vendor will register the Online Handbook domain with all of the popular Internet search engines and directories.
- Vendor will maintain and update both versions of the Online Handbook to stay current with the Printed Handbook. Vendor will make any changes or corrections that are requested in writing by the Agency to the on-line handbook within five (5) business days.
- Vendor will provide continuous webmaster services for both versions of the Online Handbook.
- Vendor will maintain a complete, digital backup of both versions of the Online Handbook.
- Vendor will make available to the State, upon request, a complete backup of the digital files of both versions of the Online Handbook. Vendor will agree to assign the copyright of these digital files to the State if, in the future, the Vendor is unable to provide the Online Handbook.

#### **Interactive (HTML) Version**

- The Vendor will be able to demonstrate the required expertise to develop and maintain the interactive version of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by the Vendor
  - OR
  - Providing a sample of an interactive version of the Online Handbook that completely demonstrates required expertise.
- The interactive version of the Online Handbook will be developed using HTML or an equivalent web-publishing language.
- The interactive version of the Online Handbook will have the identical text and graphics of the Printed Handbook.
- The interactive version of the Online Handbook will have a table of contents with hyperlinks to the online handbook topics.



- The interactive version of the Online Handbook will have a navigation scheme that provides the ability to navigate to all other pages of the interactive version of the Online Handbook from every page of the interactive version of the Online Handbook.
- The interactive version of the Online Handbook will include hyperlinks to locations within the State's website from all appropriate locations within the interactive version of the Online Handbook.

### **Downloadable Portable Document Format (PDF) Version**

- The Vendor will be able to demonstrate the required expertise to develop and maintain the downloadable version of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by the Vendor
  - OR
  - Providing a sample of a downloadable version of the Online Handbook that completely demonstrates required expertise.
- The downloadable version of the Online Handbook will be provided as Portable Document Format (PDF) files of the Printed Handbook.
- The downloadable version of the Online Handbook will provide a web-interface to allow users to easily download the downloadable version of the Online Handbook in whole or as individual sections.
- The PDF files comprising the downloadable version of the Online Handbook will have embedded hyperlinks to allow used to easily jump to information from the Table of Contents and to link to any Internet addresses included in the text.



## ***Specifications for Printed Snowmobile Education Student Manual***

### **PRINTED STUDENT MANUAL**

*The Printed Snowmobile Education Student Manual will be a printed, four-color student text tailored to the State, covering all of the State's snowmobile laws and regulations and responsibilities of Snowmobile operators.*

#### **Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Student Manuals (that is, the proposed price for the Printed Student Manuals will include providing these services at no additional cost to the State beyond the price charged for purchasing the manuals):

- Vendor will write all text used in the Printed Student Manual.
- Vendor will develop a pool of at least 150 exam questions based on the Printed Student Manual, which the State can select from to create a final exam.
- Vendor will create all graphics used in the Printed Student Manual.
- Vendor will procure any photographs needed for the Printed Student Manual.
- Vendor will design the cover and page layout of the Printed Student Manual.
- The Vendor will demonstrate the required expertise to develop the Printed Student Manual by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Printed Student Manual that completely demonstrates required expertise.
- Vendor will allow the State to have complete approval authority of all text, graphics, and design of the Printed Student Manual on any State-specific pages of the manual.
- Vendor will make any and all revisions requested by the State to any State-specific pages of the manual.
- Vendor will provide a complete color proof of the Printed Student Manual to the State prior to printing.
- Vendor will design a new cover for each subsequent printing of the manual, if desired by the State, to maintain a current look and to make editions easy to visually distinguish.



- Vendor will update State laws and information, as requested by the State, with each subsequent printing.
- Vendor will allow State to use Printed Student Manual graphics for non-competing Snowmobile information activities.
- Vendor will maintain a complete backup of the Printed Student Manual in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Student Manual. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Student Manuals.

#### **Press/Print Quality and Availability**

- Student Manual will be printed using a four-color process on cover and all text pages.
- Vendor will provide the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor will guarantee Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

#### **Paper and Binding Quality**

- Cover will be printed on 70 lb. glossy book stock.
- Text pages will be printed on 50 lb. book stock.
- Binding will be saddle-stitched.

#### **Size**

- Printed Student Manual will be of size 8 3/8-inches wide by 10 3/4-inches tall or other size agreed to by the State.
- Printed Student Manual will be of a length of 48 text pages, plus 4 cover pages.

#### **Course Content Approval**

- Printed Student Manual will be written to meet specified requirements of State.

#### **Text Quality**

- Text will be written in clear, reader-friendly and consistent style.



- Text will use a bullet-style format to emphasize important points.
- Printed Student Manual contents will be logically organized such that Snowmobile law is clearly identified.
- Manual will include chapter review exercises to aid students in retention of the material.
- If desired by State, exam and/or exam response form can be included in the manual and can be perforated for easy removal.

### **Graphics Quality**

- Printed Student Manual will contain at least 70 graphics or photographs to illustrate important information. All graphics will be full-color, computer-designed, and realistic. All graphics and photographs must be of the best quality reasonably attainable.

### **Cover Design and Page Layout Quality**

- Manual cover will be designed to give a State-specific, attractive, and contemporary look and feel.
- Layout of manual's text pages will be consistent throughout and have an attractive, easy to read, and contemporary look and feel.

### **Comprehensive Certification Exam**

- Manual will include a comprehensive exam or Vendor will provide exam as a supplement—whichever is desired by State.
- At the option of the State, the exam response form will be able to be included in the manual at the back of the manual and be perforated for easy removal or provided as a supplement.

### **Part of an Integrated Suite of Education Tools**

- Vendor has available a companion PowerPoint presentation (at no extra charge) that *exactly matches the content (both text and graphics)* of the Printed Student Manual.
- Vendor has available a companion Instructor Guide (at no extra charge in digital format) that is derived from the Printed Student Manual.



## ***Specifications for Snowmobile Education Instructor's Guide***

The specifications below are broken into service and product quality categories.

### **INSTRUCTOR'S GUIDE**

*The Instructor's Guide is a well-organized, concise syllabus that should give an instructor what he or she needs to know to conduct a successful classroom course. The Instructor's Guide will be delivered to the State as a master paper copy or as a license for a Microsoft Word file to be printed by the State.*

### **Vendor Services**

These services will be included in the Vendor's proposed pricing for the Instructor's Guides (that is, the proposed price for the Instructor's Guides will include providing these services at no additional cost to the State beyond the price charged for purchasing the Instructor's Guides):

- Vendor will write all text used in the Instructor's Guide.
- Vendor will write the Student Examination Key for Instructor's.
- Vendor will design the Instructor's Guide cover and page layout.
- The Vendor will demonstrate the required expertise to develop the Instructor's Guide by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Instructor's Guide that completely demonstrates required expertise.
- Vendor will maintain a complete backup of the Instructor's Guide in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Instructor's Guide. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Instructor's Guides.

### **PRODUCT QUALITY**

#### **Press/Print Quality and Availability**

- Vendor provides the desired press/print quality, including:



- Line screen of 133 dots per inch (dpi).
- Registration within one row of dots.
- No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

### **Paper and Binding Quality**

- Printed Instructor's Guide cover is printed on 70-lb. book stock.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

### **Size**

- The Instructor's Guide will be formatted to print on standard letter-size paper (8 1/2-inch wide by 11-inch tall).
- Printed Instructor's Guide is a length of 28 text pages, plus four (4) cover pages.

### **Text Quality**

- Text will consistent with text of the Printed Student Manual.
- Instructor's Guide contents will be organized in chapters exactly as the Printed Student Manual.
- Instructor's Guide will include:
  - Teaching preparation and skills covering how to prepare to teach, how to conduct the class, and teaching do's and don'ts.
  - Class Schedule with suggested timing and topics to be covered in each chapter.
  - Lesson Plans for each chapter including learning objectives, chapter material in outline format, chapter review questions, and summary points.

### **Design Quality**

- Layout of text pages will be consistent throughout and have an attractive, easy-to-use, and contemporary look and feel.
- Design will include cues to the instructor about video coverage on the subject matter.



- Design will include page number references to the page where topic is covered in the Printed Student Manual.

**Part of an Integrated Suite of Education Tools**

- Vendor will have available a Printed Student Manual from which the Instructor's Guide is derived.
- Vendor will have available a PowerPoint presentation that is a companion to the Instructor's Guide.



## ***Specifications for Snowmobile Education PowerPoint Presentation***

The specifications below are broken into service and product quality categories.

### **POWERPOINT PRESENTATION**

*The Snowmobile Education PowerPoint Presentation is a companion tool, consistent with the Printed Student Manual and Instructor's Guide. The PowerPoint Presentation is an attractive and well-organized presentation that an instructor can use to easily and thoroughly present the snowmobile safety material to students. The PowerPoint Presentation is licensed to the State and delivered on a CD that can duplicate and distribute to their instructors as CDs or Zip disks (for display via Iomega Fotoshow or similar device or a computer attached to a LCD projector), as a set of 35 mm slides, or as a set of overhead viewgraphs.*

### **Vendor Services**

These services should be included in the Vendor's proposal to develop and deliver the PowerPoint Presentation:

- Vendor will completely develop the PowerPoint Presentation:
  - Vendor will write all text used in the PowerPoint Presentation to be completely consistent with the Printed Student Manual.
  - Vendor will create all graphics and animations used in the PowerPoint Presentation and the graphics will be consistent with those used in the Printed Student Manual.
  - Vendor will design the slide layout for presentation.
- The Vendor will demonstrate the required expertise to develop the PowerPoint Presentation by either:
  - Providing a copy of a similar product(s) developed by the Vendor  
OR
  - Providing a sample of the PowerPoint Presentation that completely demonstrates required expertise.
- Vendor will make any and all revisions requested by the State.
- Vendor will update the PowerPoint Presentation as needed to be consistent with any revisions to the Printed Student Manual.
- Vendor will allow the State to use the PowerPoint Presentation graphics for non-competing snowmobile information activities).



- Vendor will maintain a complete backup of the PowerPoint Presentation in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the PowerPoint Presentation. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the PowerPoint Presentations.

**Text Quality**

- Text will be completely consistent with text of the Printed Student Manual.
- PowerPoint Presentation contents will be organized in chapters exactly as the Printed Student Manual.
- PowerPoint Presentation will include in each chapter:
  - Learning objectives consistent with those in the Instructor's Guide.
  - Lesson content (text and graphics) derived from the Printed Student Manual.
  - Review questions consistent with those in the Printed Student Manual.
  - Summary points consistent with those in the Instructor's Guide.

**Graphics Quality**

- PowerPoint Presentation will use same graphics as the Printed Student Manual.
- PowerPoint Presentation will implement graphics in a format and resolution that projects well in a standard size classroom.

**Presentation Design Quality**

- Presentation will be attractive, easy to read, and contemporary.
- Slide background and text colors will be selected to provide clear projection in a classroom setting.

**Part of an Integrated Suite of Education Tools**

- Vendor will have available a companion Printed Student Manual that *exactly matches the content (both text and graphics ) of the presentation.*
- Vendor will have available a companion Instructor Guide for the PowerPoint Presentation.

**ATTACHMENT D****Specifications for  
Printed and Online Off Road Vehicle Handbook****PRINTED HANDBOOK OVERVIEW**

*The Printed Off road vehicle Handbook will be a printed, four-color booklet focusing on the State's off road vehicle laws/regulations, safety concerns and other information needed by off road vehicle operators.*

**SERVICES****Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Handbooks. That is, the Vendor's proposed price for the Printed Handbooks will include providing these services at no additional cost to the State:

- Vendor will write all text used in the Printed Handbook.
- Vendor will create all graphics used in the Printed Handbook.
- Vendor will procure any photographs needed for the Printed Handbook.
- Vendor will design Printed Handbook cover and page layout.
- The Vendor will demonstrate the required expertise to develop the Printed Handbook by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Printed Handbook that completely demonstrates required expertise.
- Vendor will allow the State to have complete approval authority of all text, graphics and handbook design.
- Vendor will make any and all revisions requested by the State.
- Vendor will provide a complete color proof of the Printed Handbook to the State prior to printing.
- Vendor will design a new cover for each subsequent printing of the Printed Handbook, if desired by the State, to maintain a current look and to make editions easy to visually distinguish.
- Vendor will update State laws and information, as requested by the State, with each subsequent printing.



- Vendor will allow the State to use Printed Handbook graphics for non-competing off road vehicle information activities.
- Vendor will maintain a complete backup of the Printed Handbook in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Handbook. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Handbooks.

**Press/Print Quality and Availability**

- Handbook will be printed using a four-color process on cover and all text pages.
- Vendor will provide the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor will guarantee Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor will have available multiple, heat-set web presses to ensure timely delivery, and all web presses will be less than 10 years old to ensure print quality and dependability.

**Paper and Binding Quality**

- Printed Handbook cover will be printed on 100 lb. coated free-sheet paper. Option will be available for the cover to be UV-coated (to protect handbook for outside use) for a small additional charge.
- Text pages will be printed on 50 lb. book stock.
- Binding will be saddle-stitched.

**Size**

- Printed Handbook should be of size 4-inch wide by 7-inch tall or other size agreed to by the State.
- Printed Handbook should be available in page lengths of 32 or 48 text pages, plus 4 cover pages.

**Text Quality**

- Text will be written in clear, reader-friendly and consistent style.
- Text will use a bullet-style format to emphasize important points.
- The Printed Handbook contents will be organized such that the State's off road vehicle law is clearly distinguished from other off road vehicle information.
- A complete table of contents will be included.

**Graphics Quality**

- Printed Handbook will use only full-color, computer-designed, realistic graphics to illustrate important information.
- Printed Handbook will use only high-resolution color photographs showing current model off road vehicles.

**Cover Design and Page Layout Quality**

- Printed Handbook cover will be designed to give a State-specific, attractive, and contemporary look and feel.
- Layout of Printed Handbook's text pages will be consistent throughout and have an attractive, easy to read, and contemporary look and feel.

**ONLINE HANDBOOK**

*The Online Off road vehicle Handbook should contain exactly the same material contained in the Printed Off road vehicle Handbook, but published on the Internet. The Online Off road vehicle Handbook will be provided as both an easily navigable, interactive version and as an easily downloadable PDF version. The Online Off road vehicle Handbook will be available free of charge to users.*

**Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Handbooks. That is, the proposed price for the Printed Handbooks will include these services for the Online Handbook, at no additional cost to the State:

- Vendor will be responsible for developing both versions of the Online Handbook.



- Vendor will be responsible for publishing both versions of the Online Handbook on the Internet.
- Vendor will supply an Internet domain (www address) to host both versions of Online Handbook.
- Vendor will supply a web server (hardware and software) to host both versions of the Online Handbook. The web server will meet these minimum requirements to promote continuous availability to the public. Continuous availability means 100% of the time between the hours of 6:00 a.m. and 11:00 p.m. Eastern Standard Time:
  - Multiple T-3 connections to the Internet to support high-volume use
  - Daily server backups, UPS power backup, diesel backup generator,
  - 24/7 network monitoring.
- Vendor will register the Online Handbook domain with all of the popular Internet search engines and directories.
- Vendor will maintain and update both versions of the Online Handbook to stay current with the Printed Handbook. Vendor will make any changes or corrections that are requested by the Agency in writing to the on-line handbook within five (5) business days.
- Vendor provides continuous webmaster service for the Online Handbook. Continuous webmaster service means that e-mails to the webmaster are answered within 24 hours (and these are not automated responses but are responses written by a human).
- Vendor can demonstrate the required expertise to develop and maintain both versions of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by Vendor.OR
  - Providing a sample of an interactive version of the Online Handbook that completely demonstrates the required expertise.
- Vendor will maintain a complete, digital backup of both versions of the Online Handbook.
- Vendor will make available to the State, upon request, a complete backup of the digital files of both versions of the Online Handbook. Vendor will agree to assign the copyright of these digital files to the State if, in the future, the Vendor is unable to provide the Online Handbook.



## PRODUCT QUALITY

### Interactive (HTML) Version

- The Vendor will be able to demonstrate the required expertise to develop and maintain the interactive version of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by the Vendor
  - OR
  - Providing a sample of an interactive version of the Online Handbook that completely demonstrates required expertise.
- The interactive version of the Online Handbook will be developed using HTML or an equivalent web-publishing language.
- The interactive version of the Online Handbook will have the identical text and graphics of the Printed Handbook.
- The interactive version of the Online Handbook will have a table of contents with hyperlinks to the online handbook topics.
- The interactive version of the Online Handbook will have a navigation scheme that provides the ability to navigate to all other pages of the interactive version of the Online Handbook from every page of the interactive version of the Online Handbook.
- The interactive version of the Online Handbook will include hyperlinks to locations within the State's website from all appropriate locations within the interactive version of the Online Handbook.

### Downloadable Portable Document Format (PDF) Version

- The Vendor will be able to demonstrate the required expertise to develop and maintain the downloadable version of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by the Vendor
  - OR



Providing a sample of a downloadable version of the Online Handbook that completely demonstrates required expertise.

- The downloadable version of the Online Handbook will be provided as Portable Document Format (PDF) files of the Printed Handbook.
- The downloadable version of the Online Handbook will provide a web-interface to allow users to easily download the downloadable version of the Online Handbook in whole or as individual sections.
- The PDF files comprising the downloadable version of the Online Handbook will have embedded hyperlinks to allow used to easily jump to information from the Table of Contents and to link to any Internet addresses included in the text.



## ***Specifications for Printed Off-Road Vehicle Education Student Manual***

### **PRINTED STUDENT MANUAL**

*The Printed Off-Road Vehicle Education Student Manual will be a printed, four-color student text tailored to the State, covering all of the State's ORV laws and regulations and responsibilities of ORV operators.*

#### **Vendor Services**

These services will be included in the Vendor's proposed pricing for the Printed Student Manuals (that is, the proposed price for the Printed Student Manuals will include providing these services at no additional cost to the State beyond the price charged for purchasing the manuals):

- Vendor will write all text used in the Printed Student Manual.
- Vendor will develop a pool of at least 150 exam questions based on the Printed Student Manual, which the State can select from to create a final exam.
- Vendor will create all graphics used in the Printed Student Manual.
- Vendor will procure any photographs needed for the Printed Student Manual.
- Vendor will design the cover and page layout of the Printed Student Manual.
- The Vendor will demonstrate the required expertise to develop the Printed Student Manual by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Printed Student Manual that completely demonstrates required expertise.
- Vendor will allow the State to have complete approval authority of all text, graphics, and design of the Printed Student Manual on any State-specific pages of the manual.
- Vendor will make any and all revisions requested by the State to any State-specific pages of the manual.
- Vendor will provide a complete color proof of the Printed Student Manual to the State prior to printing.
- Vendor will design a new cover for each subsequent printing of the manual, if desired by the State, to maintain a current look and to make editions easy to visually distinguish.



- Vendor will update State laws and information, as requested by the State, with each subsequent printing.
- Vendor will allow State to use Printed Student Manual graphics for non-competing ORV information activities.
- Vendor will maintain a complete backup of the Printed Student Manual in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Student Manual. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Student Manuals.

## **PRODUCT QUALITY**

### **Press/Print Quality and Availability**

- Printed Student Manual is printed using a four-color process on the cover and all text pages.
- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

### **Paper and Binding Quality**

- Cover will be printed on 70 lb. glossy book stock.
- Text pages will be printed on 50 lb. book stock.
- Binding will be saddle-stitched.

### **Size**

- Printed Student Manual will be of size 8 3/8-inches wide by 10 3/4-inches tall or other size agreed to by the State.
- Printed Student Manual will be of a minimum length of 48 text pages, plus 4 cover pages.

## **COURSE CONTENT**

### **Course Content Approval**

- Printed Student Manual will be written to meet specified requirements of State.

**Text Quality**

- Text will be written in clear, reader-friendly and consistent style.
- Text will use a bullet-style format to emphasize important points.
- Printed Student Manual contents will be logically organized such that ORV law is clearly identified.
- Manual will include chapter review exercises to aid students in retention of the material.
- If desired by State, exam and/or exam response form can be included in the manual and can be perforated for easy removal.

**Graphics Quality**

- Printed Student Manual will contain approximately 70 or more graphics or photographs to illustrate important information. All graphics will be full-color, computer-designed, and realistic. All graphics and photographs must be of the best quality reasonably attainable.

**Cover Design and Page Layout Quality**

- Manual cover will be designed to give a State-specific, attractive, and contemporary look and feel.
- Layout of manual's text pages will be consistent throughout and have an attractive, easy to read, and contemporary look and feel.

**Comprehensive Certification Exam**

- Manual will include a comprehensive exam or Vendor will provide exam as a supplement—whichever is desired by State.
- At the option of the State, the exam response form will be able to be included in the manual at the back of the manual and be perforated for easy removal or provided as a supplement.

**Part of an Integrated Suite of Education Tools**

- Vendor has available a companion PowerPoint presentation (at no extra charge) that *exactly matches the content (both text and graphics)* of the Printed Student Manual.
- Vendor has available a companion Instructor Guide (at no extra charge in digital format) that is derived from the Printed Student Manual.



## ***Specifications for Off-Road Vehicle Education Instructor's Guide***

The specifications below are broken into service and product quality categories.

### **INSTRUCTOR'S GUIDE**

*The Instructor's Guide is a well-organized, concise syllabus that should give an instructor what he or she needs to know to conduct a successful classroom course. The Instructor's Guide will be delivered to the State as a master paper copy or as a license for Microsoft Word file to be printed by the State.*

### **Vendor Services**

These services will be included in the Vendor's proposed pricing for the Instructor's Guides (that is, the proposed price for the Instructor's Guides will include providing these services at no additional cost to the State beyond the price charged for purchasing the Instructor's Guides):

- Vendor will write all text used in the Instructor's Guide.
- Vendor will design the Instructor's Guide cover and page layout.
- Vendor will write the Student Examination Key for Instructor's.
- The Vendor will demonstrate the required expertise to develop the Instructor's Guide by either:
  - Providing a copy of a similar product(s) developed by the Vendor
  - OR
  - Providing a sample of the Instructor's Guide that completely demonstrates required expertise.
- Vendor will maintain a complete backup of the Instructor's Guide in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Instructor's Guide. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Instructor's Guides.

### **PRODUCT QUALITY**

#### **Press/Print Quality and Availability**

- Vendor provides the desired press/print quality, including:



- Line screen of 133 dots per inch (dpi).
- Registration within one row of dots.
- No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

**Paper and Binding Quality**

- Printed Student Manual cover is printed on 70-lb. book stock.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

**Size**

- The Instructor's Guide will be formatted to print on standard letter-size paper (8 1/2-inch wide by 11-inch tall).
- Printed Instructor's Guide is a length of 28 text pages, plus four (4) cover pages.

**Text Quality**

- Text will consistent with text of the Printed Student Manual.
- Instructor's Guide contents will be organized in chapters exactly as the Printed Student Manual.
- Instructor's Guide will include:
  - Teaching preparation and skills covering how to prepare to teach, how to conduct the class, and teaching do's and don'ts.
  - Class Schedule with suggested timing and topics to be covered in each chapter.
  - Lesson Plans for each chapter including learning objectives, chapter material in outline format, chapter review questions, and summary points.

**Design Quality**

- Layout of text pages will be consistent throughout and have an attractive, easy-to-use, and contemporary look and feel.
- Design will include cues to the instructor about video coverage on the subject matter.
- Design will include page number references to the page where topic is covered in the Printed Student Manual.

**Part of an Integrated Suite of Education Tools**

- Vendor will have available a Printed Student Manual from which the Instructor's Guide is derived.
- Vendor will have available a PowerPoint presentation that is a companion to the Instructor's Guide.



## ***Specifications for Off-Road Vehicle Education PowerPoint Presentation***

The specifications below are broken into service and product quality categories.

### **POWERPOINT PRESENTATION**

*The Off-Road Vehicle Education PowerPoint Presentation is a companion tool, consistent with the Printed Student Manual and Instructor's Guide. The PowerPoint Presentation is an attractive and well-organized presentation that an instructor can use to easily and thoroughly present the ORV safety material to students. The PowerPoint Presentation is licensed to the State and delivered on a CD that can duplicate and distribute to their instructors as CDs or Zip disks (for display via Iomega Fotoshow or similar device or a computer attached to a LCD projector), as a set of 35 mm slides, or as a set of overhead viewgraphs.*

### **Vendor Services**

These services should be included in the Vendor's proposal to develop and deliver the PowerPoint Presentation:

- Vendor will completely develop the PowerPoint Presentation:
  - Vendor will write all text used in the PowerPoint Presentation to be completely consistent with the Printed Student Manual.
  - Vendor will create all graphics and animations used in the PowerPoint Presentation and the graphics will be consistent with those used in the Printed Student Manual.
  - Vendor will design the slide layout for presentation.
- The Vendor will demonstrate the required expertise to develop the PowerPoint Presentation by either:
  - Providing a copy of a similar product(s) developed by the Vendor  
OR
  - Providing a sample of the PowerPoint Presentation that completely demonstrates required expertise.
- Vendor will make any and all revisions requested by the State.
- Vendor will update the PowerPoint Presentation as needed to be consistent with any revisions to the Printed Student Manual.
- Vendor will allow the State to use the PowerPoint Presentation graphics for non-competing ORV information activities).



- Vendor will maintain a complete backup of the PowerPoint Presentation in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the PowerPoint Presentation. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the PowerPoint Presentations.

### **Text Quality**

- Text will be completely consistent with text of the Printed Student Manual.
- PowerPoint Presentation contents will be organized in chapters exactly as the Printed Student Manual.
- PowerPoint Presentation will include in each chapter:
  - Learning objectives consistent with those in the Instructor's Guide.
  - Lesson content (text and graphics) derived from the Printed Student Manual.
  - Review questions consistent with those in the Printed Student Manual.
  - Summary points consistent with those in the Instructor's Guide.

### **Graphics Quality**

- PowerPoint Presentation will use same graphics as the Printed Student Manual.
- PowerPoint Presentation will implement graphics in a format and resolution that projects well in a standard size classroom.

### **Presentation Design Quality**

- Presentation will be attractive, easy to read, and contemporary.
- Slide background and text colors will be selected to provide clear projection in a classroom setting.

### **Part of an Integrated Suite of Education Tools**

- Vendor will have available a companion Printed Student Manual that *exactly matches the content (both text and graphics ) of the presentation.*
- Vendor will have available a companion Instructor Guide for the PowerPoint Presentation.



## **ATTACHMENT E**

### ***Specifications for Printed and Online Boaters' Handbooks***

This document describes Vendor's specifications for both the printed and online boaters' handbooks. The detailed specifications below are broken into overview, services, handbook content, and product quality categories for each handbook.

#### **PRINTED HANDBOOK OVERVIEW**

*The Printed Boaters' Handbook is a state-specific, printed, four-color booklet focusing on the State's boating laws and regulations, safety concerns, and other information needed by boat and PWC operators.*

#### **SERVICES**

##### **Vendor Services**

The following services are included in Vendor's proposed pricing for the Printed Handbooks (that is, Vendor's proposed price for the Printed Handbooks includes providing these services at no additional cost to the State beyond the price charged for purchasing the handbooks).

- Vendor writes all text used in the Printed Handbook.
- Vendor creates all graphics used in the Printed Handbook.
- Vendor procures any photographs needed for the Printed Handbook.
- Vendor designs the cover and page layout of the Printed Handbook.
- Vendor is able to demonstrate the required expertise to develop the Printed Handbook by either:
  - Providing a copy of a similar product(s) developed by Vendor  
OR
  - Providing a sample of the Printed Handbook that completely demonstrates the required expertise.



- Vendor allows the State to have complete approval authority of all text, graphics, and design of the Handbook.
- Vendor makes any and all revisions requested by the State.
- Vendor provides a complete color proof of the Printed Handbook to the State prior to printing.
- Vendor designs a new cover for each subsequent printing of the Printed Handbook, if requested by the State, in order to maintain a fresh look and to make editions easy to distinguish visually.
- Vendor updates state laws and information as requested by the State with each subsequent printing.
- Vendor agrees to use any logo provide by the State in the Printed Handbook. This will not increase the page count.
- Vendor maintains a complete backup of the Printed Handbook in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Handbook. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Handbooks.

## **HANDBOOK CONTENT**

### **Text Quality**

- Text is written in a clear, reader-friendly, and consistent style.
- Text uses a bullet-style format to emphasize important points.
- Printed Handbook contents are organized such that the State's boating laws are distinguished clearly from other boating information.
- A complete table of contents is included.
- A quick reference chart of the State's required boating equipment is included.

### **Graphics Quality**

- Printed Handbook uses only full-color, computer-designed, realistic graphics to illustrate important information.
- Printed Handbook uses high-resolution color photographs showing only current model boats and/or personal watercraft.



- All graphics and photographs illustrating persons in vessels show the persons wearing PFDs unless the graphic or photograph is marked clearly as a prohibited situation.

#### **Cover Design and Page Layout Quality**

- Printed Handbook cover is designed to give a state-specific, attractive, and contemporary look.
- Layout of Printed Handbook's text pages are consistent throughout and have an attractive, easy-to-read, and contemporary look.

### **PRODUCT QUALITY**

#### **Press/Print Quality and Availability**

- Printed Handbook is printed using a four-color process on the cover and all text pages.
- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

#### **Paper and Binding Quality**

- Printed Handbook cover is printed on 100-lb., coated, free-sheet paper.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

#### **Size**

- Printed Handbook is 4 inches wide by 7 inches tall or other size agreed to by the State.
- Printed Handbook is 48 text pages, plus four (4) cover pages.



## ONLINE HANDBOOK OVERVIEW

*The Online Boaters' Handbook contains exactly the same material contained in the Printed Boaters' Handbook and will be published on the Internet. The Online Boaters' Handbook is provided as both: 1) an easily navigable, interactive version; and 2) an easily downloadable PDF version. The Online Boaters' Handbook is available free of charge to boaters.*

## SERVICES

### Vendor Services

The following services are included in Vendor's proposed pricing for the Printed Handbooks (that is, the proposed price for the printed Handbooks includes these services for the Online Handbook at no additional cost to the State).

- Vendor develops both versions of the Online Handbook.
- Vendor publishes both versions of the Online Handbook on the Internet.
- Vendor supplies an Internet domain (www address) to host both versions of Online Handbook.
- Vendor supplies a web server (hardware and software) to host both versions of the Online Handbook. The web server meets these requirements in order to promote continuous availability to the public. Continuous availability means 100% of the time between the hours of 6:00 a.m. and 11:00 p.m. Eastern Standard Time:
  - Multiple T-3 connections to the Internet to support high-volume use
  - Daily server backups, UPS power backup, diesel backup generator,
  - 24/7 network monitoring.
- Vendor will register the Online Handbook domain with all of the popular Internet search engines and directories.
- Vendor updates both versions of the Online Handbook to maintain duplication of the Printed Handbook. Vendor to make any changes or corrections to the Online Handbook that are requested by the State within five (5) business days of written change notification.
- Vendor provides continuous webmaster service for the Online Handbook. Continuous webmaster service means that e-mails to the webmaster are answered within 24 hours (and these are not automated responses but are responses written by a human).



- Vendor can demonstrate the required expertise to develop and maintain both versions of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by Vendor.OR
  - Providing a sample of an interactive version of the Online Handbook that completely demonstrates the required expertise.
- Vendor maintains a complete backup of both versions of the Online Handbook in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of both versions of the Online Handbook. Vendor will agree to assign the copyright of these digital files to the State if, in the future, the Vendor is unable to provide the Online Handbook.

## **PRODUCT QUALITY**

### **Quality of Interactive (HTML) Version**

- The Vendor will be able to demonstrate the required expertise to develop and maintain the interactive version of the Online Handbook by either:
  - Providing the web address of a similar online product(s) developed and maintained by the VendorOR
  - Providing a sample of an interactive version of the Online Handbook that completely demonstrates required expertise.
- The interactive version of the Online Handbook is developed using HTML or an equivalent web-publishing language.
- The interactive version of the Online Handbook has the identical text and graphics of the Printed Handbook.
- The interactive version of the Online Handbook has a table of contents with hyperlinks to the handbook topics.
- The interactive version of the Online Handbook has a navigation scheme that provides the ability to navigate to all other pages of the interactive version of the Online Handbook from every page of the interactive version of the Online Handbook.



- The interactive version of the Online Handbook includes hyperlinks to locations within the State's website from all appropriate locations within the interactive version of the Online Handbook.

**Quality of Downloadable Portable Document Format (PDF) Version**

- The downloadable version of the Online Handbook is provided as Portable Document Format (PDF) files of the Printed Handbook.
- The downloadable version of the Online Handbook provides a web-interface to allow users to download easily the Online Handbook in whole or as individual sections.
- The downloadable version of the Online Handbook has embedded hyperlinks to allow users to jump easily to information from the Table of Contents and to link to any Internet addresses included in the text.



## ***Specifications for Printed Boater Education Student Manual***

This document describes Vendor's specifications for a printed boater education student manual. The detailed specifications below are broken into overview, services, course content, and product quality categories.

### **OVERVIEW**

*The Printed Boater Education Student Manual is a printed, four-color student text tailored to the State, covering all of the State's boating laws and regulations, navigational rules and aids, risk management, and responsibilities of both boat and personal watercraft (PWC) operators.*

### **SERVICES**

#### **Vendor Services**

The following services are included in Vendor's proposed pricing for the Printed Student Manuals (that is, the proposed price for the Printed Student Manuals includes providing these services at no additional cost to the State beyond the price charged for purchasing the manuals).

- Vendor writes all text used in the Printed Student Manual.
- Vendor develops a pool of at least 50 state-specific exam questions written to meet NASBLA Education Standard 9, from which the State can choose 10 or more questions to use as the state-specific portion of the certification exam.
- Vendor creates all graphics used in the Printed Student Manual.
- Vendor procures any photographs needed for the Printed Student Manual.
- Vendor designs the cover and page layout of the Printed Student Manual.
- Vendor can demonstrate the required expertise to develop the Printed Student Manual by either:
  - Providing a copy of a similar product(s) developed by Vendor
  - OR
  - Providing a sample of the Printed Student Manual that completely demonstrates the required expertise.
- Vendor allows the State to have complete approval authority of all text, graphics, and design of the Printed Student Manual on any state-specific pages of the manual.



- Vendor makes any and all revisions requested by the State to any state-specific pages of the Printed Student Manual.
- Vendor provides a complete color proof of the Printed Student Manual to the State prior to printing.
- Vendor provides the State with the completed forms required to submit the Printed Student Manual for NASBLA approval.
- Vendor designs a new cover for each subsequent printing of the Printed Student Manual, if requested by the State, in order to maintain a current look and to make editions easy to distinguish visually.
- Vendor updates state laws and information as requested by the State with each subsequent printing.
- Vendor allows the State to use graphics from the Printed Student Manual for non-competing boater information activities (e.g., personal flotation devices and alcohol awareness campaign materials, posters, etc.).
- Vendor maintains a complete backup of the Printed Student Manual in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Student Manual. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Student Manuals.

## **COURSE CONTENT**

### **Course Content Approval**

- Printed Student Manual is written to meet the latest NASBLA requirements and any subsequent NASBLA requirements. This includes requirements covering personal watercraft safety and laws.

### **Text Quality**

- Text is written in a clear, reader-friendly, and consistent style.
- Text uses a bullet-style format to emphasize important points.
- Printed Student Manual contents are organized such that state and federal boating laws are collected within a single chapter for easy reference. This chapter has a length of 14 pages.
- Boating terms are highlighted and defined in page margins when terms are used first.
- Printed Student Manual has seven (7) additional pages available for state-specific information, which could include a quick reference chart of state-specific required



equipment, an in-manual certification exam (see “Comprehensive Certification Exam” below) or practice test, an exam response form, or any other information desired by the State.

- Printed Student Manual includes chapter review exercises to aid students in retention of the material.
- Exam and/or exam response form included in the Printed Student Manual is perforated for easy removal.

### **Graphics Quality**

- Printed Student Manual should contain approximately 140 or more graphics to illustrate important information. All graphics is full-color, computer-designed, and realistic.
- Printed Student Manual should contain approximately 20 or more photographs to illustrate important information. All photographs are high-resolution color photographs showing only current model boats and/or personal watercraft.
- All graphics and photographs illustrating persons in vessels show persons wearing PFDs, unless the graphic or photograph is marked clearly as a prohibited situation.

### **Cover Design and Page Layout Quality**

- Printed Student Manual cover is designed to give a state-specific, attractive, and contemporary look.
- Layout of Printed Student Manual’s text pages are consistent throughout and have an attractive, easy-to-read, and contemporary look.

### **Comprehensive Certification Exam**

- Printed Student Manual can include a comprehensive certification exam. State may choose national questions from available National Association of State Boating Law Administrators (NASBLA) test forms or from Vendor’s pool of national questions developed by Vendor and written to NASBLA Education Standard 9. State may choose state-specific questions from the pool of at least 50 such questions developed by Vendor and written to NASBLA Education Standard 9.
- At the option of the State, the exam response form can be either:
  - Included in the manual at the back of the manual and can be perforated for easy removal
  - OR
  - Provided as a supplement.



## **PRODUCT QUALITY**

### **Press/Print Quality and Availability**

- Printed Student Manual is printed using a four-color process on the cover and all text pages.
- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

### **Paper and Binding Quality**

- Printed Student Manual cover is printed on 70-lb. glossy book stock.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

### **Size**

- Printed Student Manual is 8 3/8 inches wide by 10 3/4 inches tall or other size agreed to by the State.
- Printed Student Manual is a length of 48 text pages, plus four (4) cover pages.



## ***Specifications for Boater's Education Instructor's Guide***

This document describes Vendor's specifications for a printed boater education instructor's guide. The detailed specifications below are broken into overview, services, and product quality categories.

### **OVERVIEW**

*The Instructor's Guide is a well-organized, concise syllabus, giving an instructor what he or she needs to know to conduct a successful classroom course. The Instructor's Guide is delivered to the State as a master paper copy or as a license for a Microsoft Word file to be printed by the State.*

### **SERVICES**

#### **Vendor Services**

The following services are included in Vendor's proposed pricing for the Instructor's Guide (that is, the proposed price for the Instructor's Guide include providing these services at no additional cost to the State beyond the price charged for purchasing the Instructor's Guide).

- Vendor writes all text used in the Instructor's Guide.
- Vendor designs the cover and page layout of the Instructor's Guide.
- Vendor can demonstrate the required expertise to develop the Instructor's Guide by either:
  - Providing a copy of a similar product(s) developed by Vendor
  - OR
  - Providing a sample of the Instructor's Guide that completely demonstrates the required expertise.
- Vendor maintains a complete backup of the Instructor's Guide in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Instructor's Guide. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Instructor's Guides.



## **PRODUCT QUALITY**

### **Press/Print Quality and Availability**

- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

### **Paper and Binding Quality**

- Printed Student Manual cover is printed on 70-lb. book stock.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

### **Size**

- The Instructor's Guide is formatted to print on standard letter-size paper (8 ½ inches wide by 11 inches tall).
- Printed Instructor's Guide is a length of 28 text pages, plus four (4) cover pages.

### **Text Quality**

- Text is consistent with the text of the Printed Student Manual.
- Instructor's Guide contents organized in chapters exactly as in the Printed Student Manual.
- Instructor's Guide includes:
  - Teaching preparation and skills covering how to prepare to teach, how to conduct the class, and teaching do's and don'ts.
  - Class Schedule with suggested timing, topics to be covered in each lesson, and length of related video segments.
  - Lesson Plans for each lesson including learning objectives, lesson material in outline format, and review questions and their answers.

**Design Quality**

- Layout of Instructor Guide pages is consistent throughout and has an attractive, easy-to-use, and contemporary look.
- Design includes cues to the instructor about video segments on the subject matter.
- Design includes references to the page number where topic is covered within the Printed Student Manual.

**Part of an Integrated Suite of Education Tools**

- Vendor will have available a Printed Student Manual from which the Instructor's Guide is derived.
- Vendor will have available a PowerPoint presentation that is a companion to the Instructor's Guide.



***Specifications for  
Boater Education PowerPoint Presentation***

This document describes Vendor's specifications for a boater education PowerPoint presentation. The detailed specifications below are broken into overview, services, and product quality categories.

**OVERVIEW**

*The Boater Education PowerPoint Presentation is a companion tool that is consistent with the Printed Student Manual and the Instructor's Guide. The PowerPoint Presentation is an attractive and well-organized presentation that an instructor can use to teach the boating safety material easily and thoroughly. The PowerPoint Presentation is licensed to the State and delivered on a CD that the State can duplicate and distribute to its instructors.*

**SERVICES**

**Vendor Services**

The following services are included in Vendor's proposed pricing for the PowerPoint Presentation.

- Vendor is responsible for the complete development of the PowerPoint Presentation:
  - Vendor writes all text used in the PowerPoint Presentation to be consistent with the Printed Student Manual.
  - Vendor creates all graphics and animations used in the PowerPoint Presentation, and the graphics are consistent with those used in the Printed Student Manual.
  - Vendor designs the slide layout for PowerPoint Presentation.
- Vendor can demonstrate the required expertise to develop the PowerPoint Presentation by either:
  - Providing a copy of a similar product(s) developed by Vendor  
OR
  - Providing a sample of the PowerPoint Presentation that completely demonstrates the required expertise.
- Vendor makes any and all revisions requested by the State to any state-specific portions of the PowerPoint Presentation.
- Vendor updates the PowerPoint Presentation as needed to maintain consistency with the Printed Student Manual.
- Vendor must maintain a complete backup of the PowerPoint Presentation in digital format.



- Vendor will make available to the State, upon request, a complete backup of the digital files of the PowerPoint Presentation. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the PowerPoint Presentations.

## **PRODUCT QUALITY**

### **Text Quality**

- Text in the PowerPoint Presentation is consistent with text of the Printed Student Manual.
- PowerPoint Presentation text is organized in chapters to match the Printed Student Manual exactly.
- PowerPoint Presentation includes in each chapter:
  - Learning objectives consistent with those in the Instructor's Guide.
  - Lesson content (text and graphics) derived from the Printed Student Manual.
  - Review questions consistent with those in the Printed Student Manual.

### **Graphics Quality**

- PowerPoint Presentation uses the same graphics as the Printed Student Manual.
- PowerPoint Presentation implements the graphics in a format and resolution that project well in a standard-size classroom.

### **Animation Quality**

- PowerPoint Presentation includes animations where appropriate to illustrate concepts including navigation rules, night navigation, aids to navigation, casting off and docking, anchoring, power loading a vessel on a trailer, passing through locks, and PWC operation and safety.
- Animations are developed using vector-based graphics for viewing on a variety of media.
- Animations are of reasonable file size for quick download and delivery on a wide variety of user platforms and connection speeds.
- Animations allow student-paced instruction, where the student controls the pacing of the instructional segment and can replay the instructional segment.
- Animations are created in a contemporary design to engage all age groups, particularly the youth segment of the boating education market.
- Animations are discrete "learning objects" or segments of instruction that directly relate to and enhance the text content found within the PowerPoint Presentation. Specifically:



- Animation to reinforce student's understanding of parts of a boat, depict a powerboat, and ask the student to label the following parts of a vessel: all-round white light, bow, cleat, gunwale, hull, port, red and green sidelights, starboard, and stern. The animation provides the appropriate "Correct" or "Wrong" response each time the student matches the name of a part to a location on the vessel image.
- Animation to reinforce student's understanding of parts of a PWC depicts a personal watercraft (PWC) and asks the student to label the following parts of a PWC: intake, engine, impeller, drive shaft, steering nozzle, safety lanyard, steering control, intake grate, stern, and bow. The animation provides the appropriate "Correct" or "Wrong" response each time the student matches the name of a part to a location on the PWC image.
- Animation to teach personal watercraft (PWC) operation and safety depicts the following realistically: key parts of a PWC, steering and stopping a PWC, use of an ignition safety switch, reboarding procedures, and examples of safe vs. unsafe operation.
- Animation regarding personal watercraft (PWC) operation and environmental concerns teaches students about potential negative environmental impact, such as: how operating in shallow water can affect both water sediments and damage a PWC; how operating at high speeds near shore can create wakes which cause erosion; how beaching in reeds or grasses can damage fragile aquatic environments; how caution is required when fueling to avoid fuel spills which can harm the aquatic environment; and, how operating near wildlife can disturb their habitat.
- Animations to teach parts of a vessel and parts of a PWC tests the student on proper identification of the parts and terms common to all vessels.
- Animation teaching how to tie nautical knots presents slow-motion instruction with unlimited replays showing the technique for tying the anchor bend, bowline, clove hitch, figure eight, and round turn knots.
- Animation to teach docking and casting-off procedures depicts the following variables realistically: direction of wind or current, proper timing for securing or releasing vessel lines, and proper turning direction for vessel.
- Animation to teach navigation rules depicts the following variables realistically: angle of approach, proper turning direction for vessels, and wind direction for sailboats encountering sailboats.



- Animation to teach night navigation is driver's-view animations depicting the following variables realistically: color of light(s) on various vessels, degree of arc of light(s), visibility of light(s) based on angle of approach, and proper turning direction for vessel based upon light(s) observed on approaching vessel.
- Animation to teach the U.S. Aids to Navigation system (ATON) is plane-view animations realistically depicting the movement of various vessels through a waterway containing both lateral and non-lateral buoys and markers, and provides a detailed close-up view and explanation of each.
- Animations showing dangers posed by low-head dams depict the following variables realistically: how dam currents can affect vessels both above and below the dam, and person trapped in recirculating current (backroller or boil) along with escape route.
- Animation to teach safe progression through a lock depicts the following variables realistically: underwater view of the water levels at a dam site, lock gates swinging open and shut, and how the water level adjusts within a lock.
- Animation to teach anchoring techniques depicts the following variables realistically: how an anchor sinks, lies, then digs into the bottom of the waterbody; proper vessel positioning based upon wind direction; proper anchor line tie-off around bow cleat; and anchor retrieval.
- Animation teaching the hazards of power loading a vessel depicts the following variables realistically: how propeller wash can erode sediment and create a large hole on the waterbottom near the ramp, trailer tires becoming stuck, and a vessel running aground.
- Animation about safe rescue techniques (Reach, Throw, Row, Go) realistically demonstrates a person involved in various rescue techniques: "talking" a victim to safety from a dock; reaching for the victim with an object that can pull the victim to safety; safely lying on the dock and reaching for the victim; throwing a PFD to the victim; rowing an unpowered vessel to the victim; retrieving the victim from the water with a powerboat; and, safe strategies if swimming to rescue a victim.

### **Presentation Design Quality**

- PowerPoint Presentation has an attractive, easy-to-read, and contemporary look.
- Slide background and text colors are selected to provide clear projection in a standard-size classroom setting.

**Part of an Integrated Suite of Education Tools**

- Vendor will have available a companion Printed Student Manual that *exactly matches the content (both text and graphics ) of the presentation.*
- Vendor will have available a companion Instructor Guide for the PowerPoint Presentation.

**ATTACHMENT F*****Specifications for  
Printed Wildlife Guide***

This document describes Vendor specifications for a printed wildlife identification guide. These specifications give the level of services and product quality that Vendor provides with a printed wildlife identification guide. The specifications below are broken into service and product quality categories.

**PRINTED WILDLIFE GUIDE**

*The Printed Wildlife Guide is a printed, four-color field identification booklet with visual and written descriptions of 90 species' appearance, tracks, habitat, habits and range.*

**Vendor Services**

These services are included in Vendor's proposed pricing for the Printed Wildlife Guides (that is, the proposed price for the Printed Wildlife Guides includes providing these services):

- Vendor will write all text used in the guide
- Vendor will create all graphics used in the guide
- Vendor will procure any photographs needed for the guide
- Vendor will design cover and page layout
- Vendor will allow the State to have complete approval authority of all text, graphics and guide design, if State opts for state-specific guide
- Vendor will make any and all revisions requested by the State, if State opts for state-specific guide
- Vendor will provide a complete color proof of the guide to the State prior to printing, if State opts for state-specific guide
- Vendor will maintain a backup of the Printed Wildlife Guide in complete digital format
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Student Manual. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Student Manuals.

**Press/Print Quality and Availability**

- Wildlife Guide is printed using a four-color process on the cover and all text pages



- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi)
  - Registration within one row of dots
  - No white space on traps
- Vendor will guarantee Government Printing Office (GPO) Level III Product Quality Level (PQL)
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing

#### **Paper and Binding Quality**

- Cover printed on 100 lb. coated free sheet stock
- Text pages printed on 40 lb. coated book stock
- Binding will be saddle-stitched

#### **Size**

- Vendor can produce printed guide in a 4-inch wide by 7-inch tall size
- Vendor can produce printed guide in page length of 80 text pages, plus 4 cover pages

#### **Text Quality**

- Text will be written in a clear, reader-friendly and consistent style
- The guide contents will be organized in logical species groups
- A complete table of contents will be included
- An observation checklist will be included for users to record their sightings

#### **Graphics Quality**

- Use only full-color, realistic illustrations or high-resolution color photographs

#### **Cover Design and Page Layout Quality**

- Cover will be designed to give an attractive, and contemporary look and feel
- Text pages will have a page background color that is a neutral, camouflage color (non-white)
- Layout of text pages will be consistent throughout and have an attractive, easy-to-read, and contemporary look and feel



### ***Specifications for Printed Hunter Education Student Manual***

This document describes Vendor's specifications for a printed hunter education student manual. The specifications below are broken into service and product quality categories.

## **OVERVIEW**

*The Printed Hunter Education Student Manual is a printed, four-color national student text, which can be tailored to the State if the State opts. Manual is written to meet and exceed latest International Hunter Education Association (IHEA) standards.*

## **SERVICES**

### **Vendor Services**

These services are included in Vendor's proposed pricing for the Printed Student Manuals (that is, the proposed price for the Printed Student Manuals includes providing these services at no additional cost to the State beyond the price charged for purchasing the manuals):

- Vendor will write all text used in the student manual
- Vendor will develop a pool of at least 100 test questions tied to the text of the manual to be used for certification testing; State can select questions from this pool for inclusion in a separate exam to be formatted and provided by Vendor to the State in a digital file
- Vendor will create all graphics used in the student manual
- Vendor will procure any photographs needed for the student manual
- Vendor will design cover and page layout
- Vendor can demonstrate the required expertise to develop the Printed Student Manual by either:
  - Providing a copy of a similar product(s) developed by Vendor
  - OR
  - Providing a sample of the Printed Student Manual that completely demonstrates the required expertise.
- Vendor will allow the State to have complete approval authority of all text, graphics and student manual design of any state-specific content
- Vendor will make any and all revisions requested by the State of any state-specific content



- Vendor will provide a complete color proof of the student manual to the State prior to the printing of any state-specific content
- Vendor will update information on any state-specific content, as requested by the State, with each subsequent printing
- Vendor will allow State to use student manual graphics for non-competitive, information activities (e.g., hunter safety campaign materials, posters, etc.)
- Vendor will maintain a backup of the Printed Student Manual in complete digital format
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Student Manual. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Student Manuals.

## **PRODUCT QUALITY**

### **Press/Print Quality and Availability**

- Student Manual is printed using a four-color process on the cover and all text pages
- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi)
  - Registration within one row of dots
  - No white space on traps
- Vendor will guarantee Government Printing Office (GPO) Level III Product Quality Level (PQL)
- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing

### **Paper and Binding Quality**

- Cover printed on 70 lb. glossy book stock
- Text pages printed on 50 lb. book stock
- Binding will be saddle-stitched

### **Size**

- Vendor can produce Printed Student Manual in a 8 3/8-inch wide by 10 3/4-inch tall size
- Vendor can produce Printed Student Manual in page length of 96 text pages, plus 4 cover pages



## **COURSE CONTENT**

### **Course Contents Approval**

- Printed Student Manual is written to meet the latest International Hunter Education Associations (IHEA) standards and will include any future IHEA requirements

### **Text Quality**

- Text is written in a clear, reader-friendly and consistent style
- Text uses a bullet-style format to emphasize important points
- Printed Student Manual is organized in a logical flow
- Technical terms are highlighted and defined when terms are first used
- Manual includes chapter review exercises to aid in retention of the material

### **Graphics Quality**

- Printed Student Manual uses at least 220 graphics to illustrate important information; all graphics are full-color, consistent in design, and realistic

### **Cover Design and Page Layout Quality**

- Cover is designed to give an attractive and contemporary look and feel
- Layout of text pages is consistent throughout and has an attractive, easy-to-read, and contemporary look and feel

### **Part of an Integrated Suite of Education Tools**

- Vendor has available a companion PowerPoint presentation that *exactly matches the content (text and graphics)* of the Printed Student Manual
- Vendor has available a companion Instructor Guide for the student manual
- Vendor has available a Wildlife Identification Guide as a separate publication (see specifications for Wildlife Guide). Alternatively, Vendor can include a wildlife identification section in the Printed Student Manual by increasing the number of text pages to 112.
- Vendor has available, at State's option, a companion Internet Course option that *exactly matches* Printed Student Manual content (text and graphics); and Vendor can provide complete, daily Internet Course management



### ***Specifications for Hunter Education Instructor's Guide***

This document describes Vendor's specifications for a hunter education Instructor's Guide to support the use of a Printed Student Manual. The specifications below are broken into service and product quality categories.

#### **OVERVIEW**

*The Instructor's Guide is a well-organized, concise syllabus that gives an instructor what he or she needs to know to conduct a successful classroom course. The Instructor's Guide is delivered to the State as a master paper copy or as a license for a Microsoft Word file to be printed by the State.*

#### **SERVICES**

##### **Vendor Services**

These services are included in Vendor's proposed pricing for the Instructor's Guides (that is, the proposed price for the Instructor's Guides includes providing these services at no additional cost to the State beyond the price charged for purchasing the Instructor's Guides):

- Vendor writes all text used in the Instructor's Guide.
- Vendor designs the cover and page layout of the Instructor's Guide.
- Vendor can demonstrate the required expertise to develop the Instructor's Guide by either:
  - Providing a copy of a similar product(s) developed by Vendor
  - OR
  - Providing a sample of the Instructor's Guide that completely demonstrates the required expertise.
- Vendor maintains a complete backup of the Instructor's Guide in digital format.
- Vendor will make available to the State, upon request, a complete backup of the digital files of the Printed Instructor's Guide. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the Printed Instructor's Guide.

#### **PRODUCT QUALITY**

##### **Press/Print Quality and Availability**

- Vendor provides the desired press/print quality, including:
  - Line screen of 133 dots per inch (dpi).
  - Registration within one row of dots.
  - No white space on traps.
- Vendor guarantees a Government Printing Office (GPO) Level III Product Quality Level (PQL).



- Vendor has multiple, modern, heat-set web presses available to ensure timely delivery and quality printing.

#### **Paper and Binding Quality**

- Printed Student Manual cover is printed on 70-lb. book stock.
- Text pages are printed on 50-lb. book stock.
- Binding is saddle-stitched.

#### **Size**

- The Instructor's Guide is formatted to print on standard letter-size paper (8 1/2-inch wide by 11-inch tall)
- Printed Instructor's Guide is a length of 48 text pages, plus four (4) cover pages.

#### **Text Quality**

- Text must be consistent with the text of the Printed Student Manual
- Instructor's Guide contents must be organized in chapters exactly as the Printed Student Manual
- Instructor's Guide must include:
  - Teaching preparation and skills covering how to prepare to teach, how to conduct the class, and teaching do's and don'ts
  - Class Schedule with suggested timing, topics to be covered in each lesson, and length of related video segments.
  - Lesson Plans for each chapter including learning objectives, chapter material in outline format, and chapter review questions

#### **Design Quality**

- Layout of Instructor Guide pages is consistent throughout and has an attractive, easy-to-use, and contemporary look.
- Design includes cues to the instructor about video segments on the subject matter.
- Design includes references to the page number where topic is covered within the Printed Student Manual.

#### **Part of an Integrated Suite of Education Tools**

- Vendor has available a Printed Student Manual that goes with the Instructor's Guide
- Vendor has available a companion PowerPoint presentation for the Instructor's Guide
- Vendor has available, at State's option, a companion Internet Course option that *exactly matches* Printed Student Manual content (text and graphics); and Vendor can provide complete, daily Internet Course management



### ***Specifications for Hunter Education PowerPoint Presentation***

This document describes Vendor's specifications for a Hunter Education PowerPoint presentation to be used by classroom instructors. The specifications below are broken into service and product quality categories.

#### **POWERPOINT PRESENTATION**

*The Hunter Education PowerPoint Presentation is a companion tool, consistent with the Printed Student Manual and Instructor's Guide. The PowerPoint Presentation is an attractive and well-organized presentation that an instructor can use to present the hunting safety material to students easily and thoroughly. The PowerPoint Presentation will be delivered to the State on a CD the State can duplicate for its instructors as CDs or Zip disks (for display via a Photoshow or similar device or a computer attached to a LCD projector), a set of 35 mm slides, or a set of overhead viewgraphs.*

#### **SERVICES**

##### **Vendor Services**

These services are included in Vendor's delivery of the PowerPoint Presentation:

- Vendor will completely develop the PowerPoint presentation:
  - Vendor will write all text used in the PowerPoint presentation to be completely consistent with the Printed Student Manual
  - Vendor will create all graphics used in the PowerPoint presentation to be completely consistent with the Printed Student Manual
  - Vendor will design the slide template for presentation
- Vendor can demonstrate the required expertise to develop the PowerPoint Presentation by either:
  - Providing a copy of a similar product(s) developed by Vendor
  - OR
  - Providing a sample of the PowerPoint Presentation that completely demonstrates the required expertise.
- Vendor makes any and all revisions requested by the State to any state-specific portions of the PowerPoint Presentation.
- Vendor will update the PowerPoint presentation as needed to maintain consistency with any revisions to the Printed Student Manual
- Vendor will maintain a backup of the PowerPoint Presentation in complete digital format



- Vendor will make available to the State, upon request, a complete backup of the digital files of the PowerPoint Presentation. Vendor will agree to assign the copyright of these digital files to the State if in the future the Vendor is unable, due to dissolution or insolvency, to provide the PowerPoint Presentations.

## **PRODUCT QUALITY**

### **Text Quality**

- Text is completely consistent with the text of the Printed Student Manual
- PowerPoint Presentation contents are organized in chapters exactly as the Printed Student Manual
- PowerPoint Presentation must include in each chapter:
  - Learning objectives consistent with those in the Instructor's Guide
  - Lesson content (text and graphics) derived from the Printed Student Manual
  - Review questions consistent with those in the Printed Student Manual

### **Graphics Quality**

- PowerPoint Presentation uses same graphics as the Printed Student Manual
- PowerPoint Presentation includes animation sequences to demonstrate how firearms fire and how the different types of firearm actions work
- PowerPoint Presentation implements graphics in a format and resolution that projects well in a standard-size classroom

### **Presentation Design Quality**

- Presentation is attractive, easy to read, and contemporary
- Slide background and text colors are selected to provide clear projection in a classroom setting

### **Part of an Integrated Suite of Education Tools**

- Vendor has available a companion Printed Student Manual that *exactly matches the content (text and graphics) of the presentation*
- Vendor has available a companion Instructor Guide for the PowerPoint presentation
- Vendor has available, at State's option, a companion Internet Course option that *exactly matches* Printed Student Manual content (text and graphics); and Vendor can provide complete, daily Internet Course management



Attachment 5

COMPLETION: Completion is necessary in order to be considered a responsible bidder under the State Printing Law.  
AUTHORITY: Act 153 of 1937.

SWORN STATEMENT

DATE:

TO: Department of Management and Budget  
Acquisition Services  
Mason Building - 2<sup>nd</sup> Floor  
P. O. Box 30026  
Lansing, MI 48909

FROM:	Name of Company: Rogers Printing Inc.	City, State & Zip Code Ravenna, MI 49451
	Address: 3350 Main St.	Printing Location (State): Ravenna, MI

PLEASE COMPLETE EITHER SECTION A OR SECTION B

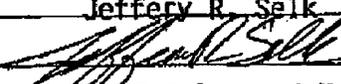
**SECTION A**

The undersigned hereby certifies and attests (check one):

That employees in their concern are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced in accordance with the prevailing wage rate and conditions prevalent as determined by Acquisition Services, State of Michigan.

That employees in their concern are paid in accordance with a collective bargaining agreement which is in no way influenced or controlled by the management.

Authorized Signatory (type or print)  
Jeffery R. Seik

Signature  Date: 5/7/08

Title  
V.P. of Sales and Marketing

**SECTION B**

The undersigned hereby certifies and attest that the named company has use of the Allied Printing Trades Council union label.

Authorized Signatory (type or print)

Signature  Date

Title



COMPLETION: Completion is necessary in order to be considered a responsible bidder under the State Printing Law.  
 AUTHORITY: Act 153 of 1937.

SWORN STATEMENT

DATE:

TO: Department of Management and Budget  
 Acquisition Services  
 Mason Building - 2<sup>nd</sup> Floor  
 P. O. Box 30026  
 Lansing, MI 48909

FROM:	Name of Company: <i>PRINTwell</i>	City, State & Zip Code <i>Taylor MI 48880</i>
	Address: <i>26975 Northline Rd</i>	Printing Location (State): <i>MI</i>

PLEASE COMPLETE EITHER SECTION A OR SECTION B

**SECTION A**

The undersigned hereby certifies and attests (check one):

That employees in their concern are receiving the prevailing wage rate and are working under conditions prevalent in the locality in which the work is produced in accordance with the prevailing wage rate and conditions prevalent as determined by Acquisition Services, State of Michigan.

That employees in their concern are paid in accordance with a collective bargaining agreement which is in no way influenced or controlled by the management.

Authorized Signatory (type or print)  
*Tom Reacy*

Signature *Tom Reacy* Date: *5/4/08*

Title *President*

**SECTION B**

The undersigned hereby certifies and attest that the named company has use of the Allied Printing Trades Council union label:

Authorized Signatory (type or print)

Signature Date:

Title