

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 2
 to
 CONTRACT NO. 071B5500108
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Gud Marketing 1223 Turner Street, Suite 101 Lansing, MI 48906	Debbie Horak	horak@gudmarketing.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-267-9800	*****6524

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Kristin Phillips	517-284-6065	phillipsk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mary Ostrowski	517-284-7021	ostrowskim@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Michigan Wildlife Council - Benefits Of Hunting & Fishing Educational Media Campaign Services - DNR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 8, 2015	June 7, 2016	4 - 1 Year	June 7, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		June 7, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,500,000.00	\$ 1,500,000.00	\$3,000,000.00		

DESCRIPTION:

Effective June 8, 2016, the following revisions are hereby made to the Contract:

- Exercising the first option year and is increased by \$1,500,000.00. The revised Contract expiration date is June 7, 2017.
- Incorporating Change Notice 2 Attachment: Statement of Work and Budget for the first option year.
- Updating Contract cover page to read Program Manager: Kristin Phillips.

All other terms, conditions, specifications, and pricing remain the same. Per DTMB contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on May 3, 2016.

**Change Notice 2 Attachment
Contract #071B5500108**

2016-17 Fiscal Year

Scope of Work

The Contractor must provide the following services:

1. Place advertising and media to be in market with the campaign for maximum efficiency and effectiveness.
2. Monitor, track and analyze the in-market performance of the campaign.
3. Continue to build out campaign elements for ongoing media placement.
4. Add or increase campaign strategies for greater levels of engagement and information and to meet the expectations in the online environment, where content must be updated regularly to ensure maximum engagement.
5. Campaign monitoring and tracking of paid advertising/media campaign in market.
6. Ongoing tracking and reporting of social media, content marketing and public relations.
7. Strategic marketing planning for subsequent campaign years.
8. Paid media planning for subsequent campaign years.
9. Video and photography production to support website, content marketing and social media, and additional creative campaign deliverables.
10. Additional creative development to support social media and content marketing, including introducing seasonal messaging.
11. Expansion of campaign website.
12. Public relations management for events, sponsorships and MWC speaking engagements.
13. MWC media training.
14. Campaign deployment adds significant effort for full-year content marketing, native content marketing and social media in addition to paid media placements.
15. Paid media placements for 2016-17 include seasonal opportunities and full-year digital (and include full-year social media and content marketing efforts).
16. Social media, content marketing placements include significant effort for content creation and development of assets.

A. Campaign Management

The Contractor must provide the following services:

The Contractor's Account/Project Manager will oversee all aspects of the campaign and campaign deliverables to ensure on-time and on-budget delivery and good communication with the MWC and the MWC Marketing Subcommittee. Tasks include:

1. Detailed work plan estimates for each phase of work as required by Michigan DTMB
2. Monthly status reports
3. Conference report updates whenever meetings or conference calls have taken place
4. Ongoing communication with MWC project manager, MWC members and subcommittee as needed
5. Oversight and coordination of research reports
6. Oversight and coordination of media reports and deliverables
7. Management of all planning and research activities

Deliverables:

1. Work plan estimates
2. Monthly status reports
3. Conference reports
4. Quarterly presentations to MWC on campaign status and performance
5. Available to MWC, MWC project manager or DTMB as needed

B. Research

1. Secondary Research

The Contractor must provide the following services:

The Contractor's research staff will conduct ongoing monitoring of new data and information from multiple sources, following statewide, national and international developments, and research sources from known wildlife and related research sources such as Responsive Management, etc. Tasks include:

- a. Regular scan of news and data sources
- b. Secondary data gathering
- c. Secondary data analysis and reporting
- d. Outreach to other states, federal sources
- e. Miscellaneous tasks as needed

Deliverables:

- a. *Secondary research findings delivered to MWC as part of quarterly presentations*
- b. *Incidental communications to MWC as new information is available*
- c. *Regular updates to Contractor staff as it relates to social media, content development and placement or other campaign/marketing deliverables or concerns*

2. Primary Research – Baseline Survey

The Contractor must provide the following services:

The Contractor will repeat the baseline survey conducted in year one of the contract to assess the impact of the campaign. An additional section of questions will be developed and added to the survey to ask direct questions about the campaign messaging, exposure, etc. Survey estimated to be conducted in spring of 2017. Tasks include:

- a. Develop and approve final sampling plan based on total sample of 800 adults
- b. Develop and approve questionnaire, including additional questions directly related to campaign specifics
- c. Survey programming
- d. Pre-test survey and make refinements
- e. Survey deployment and fielding
- f. Survey monitoring, status updates and reports on progress of survey
- g. Data cleaning and tabulation
- h. Data analysis and summary of findings

Deliverables:

- a. *Report of baseline research findings delivered to MWC as part of quarterly presentations*
- b. *Implications of research findings to inform Year 3 campaign plan and messaging*

3. Campaign Management and Tracking

The Contractor must provide the following services:

- a. Daily tracking campaign and paid media performance while campaign is in market
- b. Optimization of paid media placements based on assessment of the performance of each placement
- c. Ongoing negotiation for bonus and value-added placements, looking for and/or assessing unique media opportunities as they arise
- d. Post-buy analysis: the tracking of actual paid media placements against scheduled placements to ensure the MWC is receiving all placements and their full value
 - 1) Review and reconciliation of paid media placements against insertion orders
 - 2) Conduct weekly flight schedule checks for broadcast TV and radio

- 3) Conduct daily flight schedule checks for cable TV
- 4) Negotiate make goods for guaranteed delivery per reconciliation
- 5) Analysis of rating information from sources such as Neilson, Arbitron, RenTrek and Comscore to ensure the campaign has delivered its scheduled gross rating points (GRPs)

Deliverables:

- a. *Ongoing optimization of media placements while in market*
- b. *Excellent stewardship to MWC media budget to ensure receipt of full value of media placements (plus bonus)*
- c. *Monthly media performance snapshot reports delivered via email*
- d. *Quarterly media update reports delivered at quarterly presentations*
- e. *Final media analysis delivered within 60 days of the conclusion of the media buy*

4. Paid Media Research for Year 3 of Campaign

The Contractor must provide the following services:

In addition to learning gained from the ongoing monitoring and tracking of the campaign while in market, the Contractor will conduct standard media-specific research to begin planning for the Year 3 campaign and media placements. This research includes psychographic and media consumption research about our defined target audience groups and includes sources such as PRIZM, MediaMark, Yankleovich, Simmons, Pew Research Center, etc. It also includes outreach and brainstorming with potential media partners for big ideas. Tasks include:

- a. Data analysis
- b. Outreach to media partners
- c. Development of a plan document

Deliverables:

- a. *Year 3 media plan recommendations and rationale*
- b. *Presentation of the plan at a quarterly meeting of the MWC*

C. Campaign Message Development and Implementation

Two components:

- Campaign messaging includes some continued development of campaign elements to be used as the campaign continues in market.
- Implementation and deployment of the campaign in market.

1. Marketing Plan (Development)

The Contractor must provide the following services:

The Contractor will assimilate all information gained from ongoing tracking and monitoring of the campaign in market, post-baseline survey, secondary research information, etc., to develop the Year 3 marketing plan for the MWC. Tasks include:

- a. Compilation of information from multiple sources
- b. Identification of key campaign objectives for Year 3
- c. Identification and definition of target audience groups for Year 3
- d. Assessment of current campaign messaging against information pertaining to Year 3
- e. Development of key strategies and tactics to reach target audience groups for Year 3

Deliverables:

- a. *Year 3 comprehensive marketing plan strategy and recommendations including objectives, target audiences, messaging, strategies and tactics*

b. *Presentation of the marketing plan at a quarterly meeting of the MWC*

2. Creative to Extend the Campaign (Development)

The Contractor must provide the following services:

The Contractor will continue to build creative assets for the deployment of the Year 2 campaign. Once the Year 1 campaign is in market, the Contractor will have more information about the specifics of the assets that are needed. Tasks at a minimum include, but are not limited to:

- a. Additional TV spot for fall (hunting) season
- b. Video assets for pre-roll, social media, website and other content development
- c. Editing of existing DNR video and photography, or from other approved sources
- d. Intensive library of digital advertisements (experience has taught us that digital ads must be refreshed often or their effectiveness wanes)
- e. Continued website development, expansion and management
- f. Presentation materials and templates for print and collateral

Deliverables:

- a. *Additional creative assets to add to the campaign for deployment*

3. Paid Media Deployment (Implementation)

The Contractor must provide the following services:

The Contractor will negotiate, schedule and place all paid media.

Deliverables:

- a. *Detailed schedule of negotiated media placements and flights that include details of the buy such as GRPs, impressions, reach and frequency*

4. Social Media Engagement (Implementation)

The Contractor must provide the following services:

The Contractor will develop, manage, schedule, place, monitor and respond to all MWC social media. Social media is expected to run continuously throughout the year. Tasks include:

- a. Planning calendar and topic recommendations
- b. Developing, writing and proofing posts
- c. Scheduling and posting across social channels
- d. Monitoring and engagement of posts
- e. Reporting of organic social media reach and results

Deliverables:

- a. Ongoing outreach and engagement, 7 days/week, via social media with information
- b. Results of reach and level of engagement presented as part of quarterly presentations to MWC

5. Content Marketing (Implementation)

The Contractor must provide the following services:

The Contractor will perform content marketing to work in conjunction with the paid media schedule by creating and distributing relevant and valuable content to attract, acquire and engage a clearly defined and understood target audience. The Contractor will develop significant amounts of valuable content for distribution through various media channels (some paid, some earned, some negotiated as bonus in conjunction with paid

media, and some donated). The Contractor will write and curate information and imagery that will then be developed into appropriate content. Tasks include:

- a. Developing list of potential venues for distributing content (in addition to those included in paid media schedule)
- b. Planning content calendar and developing schedules
- c. Outreach to potential partners to negotiate earned, bonus or donated content
- d. Interviewing, writing, editing, proofing various forms of content for various placements
- e. Photography and/or image acquisition

Deliverables:

- a. *Significant content packaged for and placed in various outlets*
- b. *Results of reach and level of engagement presented as part of quarterly presentations to MWC*

6. Public Relations (Implementation)

The Contractor must provide the following services:

The Contractor will incorporate public relations support as a marketing outreach tactic as part of the Year 2 campaign. The Contractor will utilize opportunities to engage the media that will support the campaign and will provide a level of third-party credibility that paid media cannot provide. Tasks include:

- a. Media outreach and engagement
- b. Press materials including press releases, FAQs, talking points and press announcements
- c. Event planning, management and participation (press events, sponsorship events etc.)
- d. Scheduling and developing materials for MWC member speaking engagements
- e. Media training
- f. News monitoring and tracking (and responding if appropriate)

Deliverables:

- a. *Media outreach and coverage*
- b. *Speaking engagements and materials*
- c. *Media training*
- d. *Reports of media coverage as part of quarterly presentations to MWC*

D. Advertising

The Contractor will purchase paid media placements.

Deliverables:

- a. Paid media placements in market per approved schedule.

2016 – 2017 Pricing Structure based on budget of \$1,500,000.00

General Task	% of Budget	\$ Allocation
A. Campaign Management	6.00%	\$90,000.00
B. Research	8.34%	\$125,100.00
C. Campaign Message Development and Implementation	28.36%	\$425,400.00
D. Advertising	57.30%	\$859,500.00

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CHANGE NOTICE NO. 1
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CONTRACT NO. 071B5500108
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Gud Marketing 1223 Turner Street, Suite 101 Lansing, MI 48906	Debbie Horak or Lisa Crumley	horak@gudmarketing.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	517-267-9800	6524

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER (Non-day-to-day)	DNR	Jana Harding-Bishop	517-284-5938	HardingJ3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mary Ostrowski	517-284-7021	Ostrowskim@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Michigan Wildlife Council – Benefits of Hunting & Fishing Educational Media Campaign Services - DNR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 8, 2015	June 7, 2016	4 – 1 year	June 7, 2016
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$1,500,000.00	\$0.00	\$1,500,000.00		

DESCRIPTION:
 Effective July 27, 2015, the following revisions are hereby made to the Contract:

- 1) Updating Contract cover page to read Program Manager (non-day-to-day): Jana Harding-Bishop.
- 2) Revising Standard Contract Terms Section 4. to incorporate non day-to-day Program Manager (attached below).
- 3) Revising Exhibit C, Pricing (attached below) as follows:
 - a. Change research budget amount from \$62,170.00 to \$59,870.00.
 - b. Provide greater detail for research budget.
 - c. Update staffing salaries to include more than Key Personnel who will be charging time to this project.
- 4) Update Section 1.02.A Research/Analysis to incorporate research plan details to support budget changes (attached below).
- 5) Addition of subcontractor to Section 3.03 Disclosure of Subcontractors (attached below).

All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Procurement approval.

2) Revised Standard Contract Terms Section 4.:

4. Program Manager. The Program Manager(s) for each party will monitor and coordinate the day-to-day and non day-to-day) activities of the Contract. MWC retains overall authority for implementation and content for the program. Changes for the program activities in Exhibit A must come from the MWC. (each a “Program Manager”):

If to State:
Kristin Phillips (day-to-day)
DNR , Constitution Hall
525 W Allegan St 5th FLR
Lansing, MI 48909
phillipsk@michigan.gov
(517)284-6065
Jana Harding-Bishop (non day-to-day)
DNR , Constitution Hall
525 W Allegan St 3rd FLR
Lansing, MI 48909
Hardingj3@michigan.gov
(517)284-5938

If to Contractor:
Andrea Ness
1223 Turner Street, Suite 101
Lansing, MI 48906
ness@gudmarketing.com
(517)267

3) Exhibit C Pricing revisions:

- a. Change research budget amount from \$62,170.00 to \$59,870.00
- b. Greater detail for Research budget:

RESEARCH (9%)				
Secondary Research				
Review existing data and information from DNR/MWC and other sources	Jill Holden	12	140	\$1,680
	Chelsea Maupin	12	125	\$1,500
Review other state resources, lessons learned, develop report	Jill Holden	12	140	\$1,680
	Chelsea Maupin	12	125	\$1,500
<i>Secondary Research Total</i>				\$6,360
Primary Research – Interviews (22)				
Develop list of potential interviewees	Jill Holden	1	140	\$140
	Chelsea Maupin	1	125	\$125
Develop and approve interview guide	Jill Holden	1	140	\$140
	Chelsea Maupin	4	125	\$500
Schedule and conduct all interviews	Chelsea Maupin	30	125	\$3,750
	Mike Turner	20	125	\$2,500
	Keara Hanlon	4	125	\$500
Deliverable: Summary report of interview findings and implications	Jill Holden	3	140	\$420
	Chelsea Maupin	8	125	\$1,000
<i>Primary Research – Interviews Total</i>				\$9,075
Primary Research – Baseline Survey (Wave 1)				
Development and approval of final sampling plan	Lisa Crumley	4	190	\$760
	Jill Holden	2	140	\$280
	Chelsea Maupin	2	125	\$250
Development and approval of questionnaire	Chelsea Maupin	8	125	\$1,625
Human Dimensions Consulting	Shawn Riley	N/A	N/A	\$2,500
	Jerry Vaske	N/A	N/A	\$2,500
Responsive Management Consultant to review questions	Mark Duda	N/A	N/A	\$1,520
Survey Programming Pre-test survey and adjustments Survey deployment – in the field Survey monitoring, status updates and reports Data cleaning and tabulation	Morpace			\$20,000
Survey monitoring, status updates and reports	Chelsea Maupin	12	125	\$1,500
Data cleaning and tabulation	Morpace	N/A	N/A	N/A
Analyze data and summarize findings	Lisa Crumley	4	190	\$760
	Jill Holden	24	140	\$3,360
	Chelsea Maupin	24	125	\$3,000
Deliverable: Report and presentation of findings (research summary report) and implications	Lisa Crumley	6	190	\$1,140
	Jill Holden	16	140	\$2,240

	Chelsea Maupin	16	125	\$3,000
<i>Primary Research – Baseline Survey (Wave 1) Total</i>				\$44,435
<i>Research Total (3.99%)</i>				\$59,870

- c. **Update Staffing salaries to include more than Key Personnel who will be charging time to this project.**

GUD MARKETING
EMPLOYEES AND HOURLY RATES
 JUNE 26, 2015

TEAM	POSITION	EMPLOYEE NAME	HOURLY RATE
Partners			
	Partner	Lisa Crumley	\$190
	Partner	Debbie Horak	\$190
Client Services			
	Client Services Director	Andrea Ness	\$140
	Senior Public Relations Manager	Michael Nowlin	\$140
	Public Relations Manager	Michael Turner	\$125
	Account Manager	Christina Campbell	\$125
	Account Manager	Roni Rucker Waters	\$125
	Account Executive	Keara Hanlon	\$125
	Proofing / Editing	Mike Turner	\$125
	Proofing / Editing	Kate Petrella	\$125
	Account Assistant	Natalie Kozma	\$100
Research and Planning			
	Strategic Planning Director	Jill Holden	\$140
	Research Manager	Chelsea Maupin	\$125
Creative			
	Creative Director	Joel Newport	\$190
	Senior Art Director		\$140
	Art Director	Julie Krueger	\$125
	Art Director	Terry Sieting	\$125
	Copywriter		\$125
	Web Developer	Jacob Pierzchala	\$125
	Production Manager	Carole Tuckey	\$125
	Production Artist		\$125
	Design Assistant	Lauren Cutler	\$100
Media			
	Media Director	Emmie Musser	\$140
	Media Coordinator		\$125
Administration			
	Finance Director	Larry Amburgey	\$125
	Traffic Director	Nancy Metzger	\$125

5) Update to Section 1.02.A Research/Analysis to incorporate research plan details to support budget changes:

Section 1.02.A Research/Analysis:

- Secondary Research – Additional budget of \$2,240
 - Increased amount of secondary research
 - Increased hours based on resources received and human dimensions additions
- Interviews – Additional budget of \$1,250
 - Increased number of interviews
 - Interview length expanded (per experience to date)
- Baseline Survey (Wave 1) - Additional budget of \$14,990
 - Expanding the number of participants for the Baseline Survey (Wave 1) from a 400-sample to a 800-sample
 - Increased hours based on human dimensions addition, sub-grouping and target audience definition
 - Additional human dimensions consultant resources utilized
 - Increased hours based on additional round of review to include Responsive Management Consultant
 - Additional Responsive Management consultant resource utilized
- Baseline Survey (Wave 2) – Decreased budget by \$22,925
 - This survey will occur in 2016, once campaign has been in-market for recommended timeframe
 - 2016 Wave 2 Baseline Survey (800-sample) is estimated to be \$28,000-34,000 (dependent on many factors).

6) Addition of subcontractor to Section 3.03 Disclosure of Subcontractors:

Section 3.03 Disclosure of Subcontractors:

Mark Duda
Responsive Management
130 Franklin Street
Harrison, VA 22801
540-432-1888
Type of Organization – Corporation

Description of activities:

Initial consultation before questionnaire development, questionnaire review, pre-testing programmed survey and providing feedback.

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STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DNR	Kristin Phillips	(517) 284-6065	phillipsk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mary Ostrowski	(517) 284-7021	ostrowskim@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION:			
Michigan Wildlife Council Benefits of Hunting and Fishing Educational Media Campaign Services - DNR			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
1 Year	June 8, 2015	June 7, 2016	4 – One Year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$1,500,000.00	

For the Contractor:

[Redacted],
Contract Administrator
[Redacted]

Date

For the State:

Genevieve Hayes,
[Redacted]
State of Michigan

Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Michigan Wildlife Council Benefits of Hunting and Fishing Educational Media Campaign Services
Contract No.# 071B5500108

Contract Manager: Mary Ostrowski
Telephone Number: (517) 284-7021
DTMB-Procurement Telephone Number 1-855-MI-PURCH (1-855-647-8724)
E-Mail Address: ostrowskim@michigan.gov



STATE OF MICHIGAN

Contract No. 071B5500108

Michigan Wildlife Council Benefits of Hunting and Fishing Educational Media Campaign Services

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

1.0 Project Identification

This Contract is for services of a Marketing/Advertising firm to assist the Michigan Wildlife Council (MWC) in the development, implementation and management of a public education campaign as more fully described below.

1.01 Background/Project Description

In Public Act 246 of 2013, the Legislature created the MWC effective as of March 27, 2014. The MWC oversees the expenditures from the Michigan Wildlife Management Public Education fund, which is derived by a \$1 surcharge on all Michigan hunting base licenses and fishing licenses. The nine members of the MWC are appointed by the Governor and subject to the advice and consent of the Senate.

Public Act 246 mandates that the MWC:

Develop and implement, in conjunction with a third-party marketing or advertising agency, a comprehensive media-based public information program to promote the essential role that sportsmen and sportswomen play in furthering wildlife conservation and to educate the general public about hunting, fishing, and the taking of game. That education shall include, but is not limited to, teaching that hunting, fishing, and the taking of game are any of the following:

- (i) Necessary for the conservation, preservation, and management of this state's natural resources.*
- (ii) A valued and integral part of the cultural heritage of this state and should forever be preserved.*
- (iii) An important part of this state's economy.*
- (iv) A primary source of funding for the conservation, preservation and management of this state's natural resources.*

The annual budget for this Contract is estimated to be between \$1.2 and \$1.5 million. The amount is dependent upon annual license sales and the amount allocated by the Michigan Wildlife Council for this project.

In Michigan, approximately 7% - 10% of the state's population hunt and/or fish. A similar percentage opposes these activities in varying degrees. This Contract is for the services of a Contractor to develop, implement and manage a media-based public information program (the "Campaign") to educate and influence the balance of the state's population (the rest of the Michigan's population who does not hunt, fish, or trap), approximately 80%, and achieve the following objectives:

- 1) Provide an understanding of public opinion, perception and interest in hunting, fishing and trapping, and the use of our state's natural resources.
- 2) Increase public awareness and understanding of:
 - the myriad ways hunter/angler dollars directly and indirectly benefit both game and non-game wildlife species and their respective habitats for the enjoyment of all citizens of and visitors to the state of Michigan.
 - the significant contribution hunting, fishing and trapping represent to the state's economic health on a local, regional and statewide basis through both direct and indirect commerce and employment related to these activities.



- the intangible contributions hunting and fishing traditions make to the quality of life for families and communities, and how they sustain the natural resource heritage which is an indelible part of Michigan’s history.
 - how the management, conservation and protection of our state’s natural resources are funded.
- 3) Increase the non-hunting/fishing public’s understanding of the benefits and privileges associated with hunting, fishing and trapping.

The Contractor must:

- 1) Perform baseline research in the first year of the Contract to understand the Michigan non-sportsperson and his/her attitudes and perceptions towards hunting, fishing and trapping to establish a benchmark. Annually, the firm will execute a new survey to quantify the campaign’s progress, and to drive improvements in the communication’s strategy for the next year.
- 2) Identify specific strategies that would increase public understanding of hunting and fishing Success will be measured by accepted industry standards – improvement in public’s understanding of the critical role that hunting and fishing play in wildlife management, objectively evaluated against annual survey’s results.
- 3) Use research to identify relevant themes and messages to communicate with the target audience that are consistent with the MWC’s mission.
- 4) Develop an annual, cost efficient, statewide media-based education campaign that reaches the target audience. The firm will make recommendations to the MWC on primary and secondary target audiences.
- 5) Implement and manage the campaign and communicate regularly with the MWC.
- 6) Execute regular status reports that summarize discussion highlights and action items resulting from meetings and projects.
- 7) Evaluate strategies, associated messaging and results annually using media industry accepted scientific research techniques. Thoughtful rationale for recommendations will be expected to garner support from the MWC and approval of the Contractor’s marketing and media plans in the annual spending the funds for this initiative.
- 8) Execute written, post-meeting status reports that summarize discussion highlights and action items resulting from meetings and projects.
- 9) Execute industry-accepted spending and budget reporting (e.g., quarterly estimate and approval prior to spending, budget reconciliation, post mortem campaign summaries, progress against goals).

1.02 Contract Activities

The Contractor must develop and implement the Campaign. The Contractor’s obligations include:

A. Research/Analysis

1. Baseline Survey

The Contractor must collect baseline data from the non-hunter/non-angler public relating to their current awareness, interest in and perception of the beneficial role played by hunters, anglers and trappers in the conservation, management and protection of Michigan’s natural resources. The Baseline Survey must help determine, but is not limited to, the following:

- a. Their views on/support of hunting, fishing and trapping in the State of Michigan.
- b. Their awareness of how wildlife, specifically game animals, are managed in Michigan.
- c. Their awareness/perception of the economic contributions made to state and local economy by the hunting/angling/trapping community.
- d. Their awareness/perception of how the conservation, management and preservation of our state’s wildlife and natural resources are financed.
- e. What natural resource activities, if any, they enjoy.
- f. If they have ever had the opportunity to hunt, fish or trap in the past.
- g. If they would consider hunting, fishing or trapping in the future.
- h. If they would be in favor of or opposed to any actions to eliminate or restrict privileges associated with hunting, fishing or trapping.



- i. Influences and/or sources of information regarding attitudes and beliefs about Michigan's natural resources and hunting, fishing and trapping.
- j. Demographic characteristics.

The Baseline Survey must be conducted in such a manner that the sample group is representative of Michigan's unique geographic, demographic, and cultural human populations. Margins of error no greater than 5% at 95% confidence interval will be accepted. The sample size and makeup must be based on Michigan's unique human population characteristics. The Baseline Survey must provide information on commonly held values of various non-hunting public/hunting public. Research must be performed every year, so that the data collected fully informs the committee on adjustments/revisions of the base strategy, to increase messaging's effectiveness.

The Baseline Survey results must be compiled and analyzed for use in establishing benchmarks, monitoring performance, and measuring effectiveness of all aspects of the Campaign.

The Contractor's baseline survey must comprehend all the areas of interest to MWC, and any additional areas, such as values and psychographics, that the Contractor will recommend following the launch meeting with MWC. Topics covered by the survey must include, at a minimum a through j above.

a. Methodology

1. The Contractor must begin the research process with qualitative inputs before moving forward with quantitative measures.
2. The Contractor's research approach for the MWC to establish baseline data and track progress of the public education campaign consists of two methods:
 - a) Stakeholder interviews consisting of Short interviews with DNR staff, sportsmen and non-sportsmen groups.
 - b) Two online surveys, pre- and post-campaign, each with a sample of 400 respondents.
 - The first survey (wave 1) must be used as the baseline to identify current beliefs and perceptions and to identify target audience groups for the campaign.
 - The second survey (wave 2) must replicate the baseline (wave 1) survey questions to determine the impact of the campaign by measuring changes in attitudes and perceptions.
 - The wave 2 survey may also include some additional questions regarding the specifics of the campaign.
 - 1) The Contractor must add a battery of questions to the post-campaign survey to track specific campaign metrics.
 - 2) Respondents will belong to a sample panel of Michigan residents, aged 18–64. The respondents will be closely matched to Michigan census data.
 - 3) Respondents will largely be non-sportsmen. The Contractor must not screen out those who do regularly hunt/fish/trap. The Contractor must compare and contrast their beliefs and perceptions to those of the overall target audience (the non-sportsmen public).
 - 4) The majority of the survey must be the same for all respondents so that the Contractor can compare and contrast specific attitudes and beliefs. The Contractor, as directed by the MWC and DNR, must tailor some questions based on geography or demographics by utilizing logic routing.



TASKS	DESCRIPTION
<p>Launch meeting</p>	<p>The Contractor must begin the Contract with a formal launch. The Contractor and MWC must meet to discuss research and campaign goals, milestones, logistics, reporting, review and approval processes and other project details.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Conference report detailing agreements from the meeting • Final research plan and timetable • Draft campaign/project plan and timetable
<p>Secondary Research: Review and analyze existing data/information</p>	<p>The Contractor must review all available secondary information, from the DNR/MWC and from other sources, looking particularly for any research data that will allow the Contractor to identify beliefs and perceptions of the general population regarding hunting, fishing and trapping.</p> <p>Deliverables: Summary report of secondary research findings and implications for Michigan’s campaign.</p>
<p>Conduct interviews with DNR staff and other stakeholders</p>	<p>The Contractor must perform short interviews with DNR staff, as well as sportsmen and non-sportsmen groups to understand current knowledge, assumptions and perceptions of these groups.</p> <p>Deliverables: The Contractor must schedule and conduct interviews using a State approved interview guide. A summary report of interview findings and implications for the questionnaire and the campaign must be delivered to the MWC and DNR at the conclusion of the interviews.</p>
<p>Survey research protocols and sampling plan developed</p>	<p>Final sampling plan, including quota sample groups, must be developed and presented for approval. Current thinking about survey sample is that respondents will be sourced from a sample panel of Michigan residents, aged 18–64. Respondents will be closely matched to census data for Michigan and will be primarily non-sportsmen. The Contractor must not screen out sportsmen, assuming they represent approximately 7 to 10 percent of the sample (mirroring their representation in the general population). Any groups that secondary data or interviews suggest may be a target audience must have a minimum quota for responses established.</p> <p>Deliverable: Final sampling plan, including sample quota groups.</p>
<p>Survey questionnaire development</p>	<p>The Contractor must draft the survey questionnaire to meet goals and address information needs established in the launch meeting and informed by subsequent findings from secondary research and the stakeholder interviews. Questionnaire must be reviewed by MWC and DNR.</p> <p>Deliverable: Draft questionnaire for review and final survey questionnaire.</p>
<p>Wave 1 online survey development via sample panel</p>	<p>The Contractor must deploy the 15-minute online survey per the sampling plan and protocol. Survey invitations must be sent via email to research panel members in Michigan, age 18-64 With a base sample size of 400. Sample must be balanced to the Michigan Census data. Any groups that secondary data or interviews suggest may be a target audience must have a minimum quota for responses established.</p>



	<p>Survey respondents must be incentivized to participate by the sample provider. If needed, the incentive must be increased to gain the necessary number of completed responses. The survey must remain in the field until 400 completed responses are attained, and any quota sample groups have met their quota.</p> <p>Deliverable: Deployed survey with minimum 400 completes based on approved sampling plan and sample quotas if applicable.</p>
<p>Survey monitoring</p>	<p>The Contractor must monitor online responses to ensure responses from potential target groups adequate to be analyzable.</p> <p>Deliverable: Regular updates and reports on the status of survey deployment and completed surveys.</p>
<p>Data cleaning and analysis</p>	<p>The Contractor must perform thorough review of survey results.</p> <p>Deliverable: Cleaned dataset is available to the MWC if desired. The Contractor and their research subcontractor must use the dataset to tabulate and analyze the data.</p>
<p>Summarize all information from the research phase into a cohesive report</p>	<p>The Contractor must prepare a detailed summary report of the research findings, including implications for the campaign related to target audience selection, messaging and media selection.</p> <p>Deliverable: Final research report and presentation.</p>
<p>Repeat for Wave 2 online survey</p>	<p>The Contractor must repeat all of the steps related to the development, deployment and analysis of the online survey for Wave 2 at the conclusion of the campaign based on timing agreed upon between the Contractor, MWC and DNR which is estimated to be approximately 12 months after the launch of the campaign.</p> <p>Deliverable: Post-campaign metrics and tracking of audience beliefs and perceptions.</p>



b. Timeline for the baseline (wave 1) research.

Michigan Wildlife Council Proposed Baseline Survey Timeline (Wave 1)													
Description	Time to Complete	Month One					Month Two				Month Three		
		1	2	3	4	5	6	7	8	9	10	11	12
Contract Award		█											
Launch meeting with MWC	1 day		█										
Review client decision-making process	1 day		█										
Finalize research plan	2 days		█										
Research plan delivered to MWC	1 day		█										
Client approval of research plan	1 week			█									
Interviews:													
Develop list of interviewees	2 days		█										
Develop interview guide	3 days		█										
Client approval of interviewees	5 days		█										
Client approval of interview guide	5 days		█										
Conduct interviews	3 weeks			█	█	█							
Summarize interview findings	5 days					█	█						
Baseline Survey:													
Client confirmation of sampling and recruitment plan	1 day		█										
Develop survey questions and routing schemes	4 days					█							
Client review and approval of survey	1 week						█						
Survey programming	3 days							█					
Pretest survey and adjust as needed	2 days							█					
Deploy and monitor survey response	9 days								█	█			
Data cleaning and tabulation	5 days										█		
Analyze data	2 weeks											█	█
Summarize findings	2 weeks											█	█
First draft of final research report	2 weeks											█	█

c. Organizations to be identified in communications with potential respondents:

1. The MWC and the DNR would be identified to potential respondents during stakeholder interviews in the first step of the research. Interviewees will have an existing relationship with the DNR either as an employee or as partner organizations, which will assist in gaining their time for the interview. The interviews will also serve to begin building relationships with potential partner organizations that will be useful as the campaign moves toward implementation.



2. For the online survey, no organization must be mentioned to the respondents. The respondents must be contacted directly by the panel provider with an invitation to take a survey. If an organization needs to be mentioned, the Contractor must include the MWC.

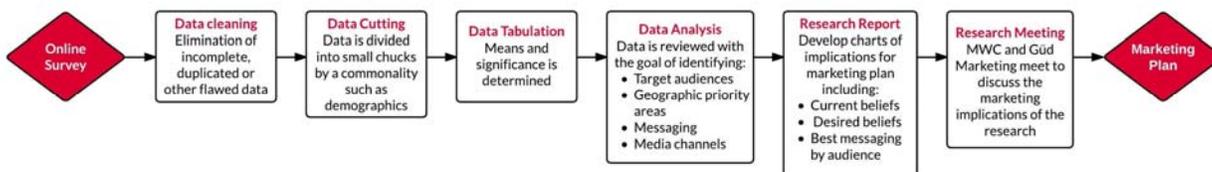
d. Methods to develop and test survey questions:

The Contractor must develop a questionnaire incorporating human dimensions research theory as needed. The Contractor must create an outline of desired questions and compare these questions against objectives of study for the best approach and flow. Question language and rating scales, where applicable, must be developed with the respondent experience as well as the project objectives in mind. Programmed surveys generally require two days of quality assurance testing once the questionnaire has been finalized. Once the survey has been quality assurance tested, it must be pre-tested with mock respondents.

e. Timeline for the survey that will measure the first year of the campaign (wave 2).

Michigan Wildlife Council Post-Campaign Survey Timeline (Wave 1)										
Description	Time to Complete	Month One					Month Two			
		1	2	3	4	5	6	7	8	9
Survey										
Client confirmation of sampling and recruitment plan	1 day									
Develop survey questions and routing schemes	4 days									
Client review and approval of survey	1 week									
Survey programming	3 days									
Pretest survey and adjust as needed	2 days									
Deploy and monitor survey response	9 days									
Data cleaning and tabulation	5 days									
Analyze data	2 weeks									
Summarize findings	2 weeks									
First draft of final research report	2 weeks									

f. The process used to analyze the results of the research:



Data Cleaning

Upon completion of the baseline survey research, the survey data will be cleaned or scrubbed to prepare it for tabulation and analysis. Data cleaning detects and removes errors and inconsistencies in order to improve the quality of the final dataset.



Data Cutting

The data will be cut, divided into smaller subsets by a commonality, in order to identify the appropriate scheme for tabulating and analyzing the data. At a minimum, the data will be cut along geographic and demographic lines to determine if there is a significant difference between the beliefs of male and female respondents, younger and older respondents, residents of different regions of the state (for example southeast Michigan, west Michigan, northern Michigan) and so on. Precisely how the data is cut will depend on the actual responses, sample cell sizes and the ability for a specific data cut to be actionable.

Data Tabulation

Once the data has been cut, categories meeting the requirement of 30 responses (minimum cell size for analysis) must be tabulated. Tabulations will include mean values, median values and full ranges of response. Mean values will be used to determine differences that meet the Contractor's margin of error and confidence level requirements. A complete set of data tabulations must be given to the MWC.

Data Analysis

The complete set of data and data tabulations must first be reviewed by the Contractor's research staff for key themes and any trends that appear. The Contractor's strategic team must evaluate critical findings and insights that meet the objectives of identifying the target audience, informing messaging, informing strategies and tactics and informing media selection.

Research Report

The in-depth analysis of the research data will lead to the final research report that will include a chart of implications. The implications of the research will provide direction to the messaging and the development of the strategic plan.

Research Meeting

The Contractor must meet with the core team of MWC to review the data, conclusions and the implications of the research. This meeting must accomplish the following two goals:

1. Allow the Contractor's team to discuss the findings with MWC in case MWC is able to further inform those findings.
2. Ensure a meeting with the MWC and the Contractor before moving to the next steps in the campaign and strategy development process: developing the long-term strategic marketing plan, campaign messaging, media recommendations, and the beginning of creative development.

g. Correct for response bias:

1. The Contractor must use in-survey practices such as randomization of non-scale question responses, phrasing questions in a way that is neutral and non-leading for all scale questions (ex. Please rate your level of satisfaction with the service you received at ABC Company...), and enforcing quotas so that the sample frame is not inherently biased.
2. During the Contractor's quality assurance process, the Contractor must remove outliers such as speeders, high-income earners, and straight liners.
3. The Contractor must eliminate the issue of opt-in respondents who may be completing the survey based on a good or bad experience with the survey sponsor.

2. Ongoing Research - The Contractor must conduct subsequent surveys for additional research or performance evaluations on an annual basis as determined by the MWC.

- a. Determining a schedule for ongoing audience research will require the evaluation and trade-off of many factors including necessity and potential use of the information as well as budget considerations. The Contractor's assessment and recommendations will be based on what the campaign was able to achieve in reach and frequency; Once the campaign media schedule is determined, including reach, frequency and timing of specific flights, the Contractor must



collaborate with the MWC to overlay a recommended schedule of ongoing audience research and campaign tracking. Wave 2 of the online survey must be conducted at the conclusion of the campaign.

- b. The Contractor must replicate the baseline survey at appropriate intervals to measure the effectiveness of the campaign as evidenced by changes among the target audiences in perceptions, knowledge and understanding about hunting, fishing and trapping in Michigan.
- c. While the campaign is in market, the Contractor must closely monitor the campaign’s metrics, such as impressions, reach, frequency, website visits, digital click-through rates, and so on, in order to continuously refine media placement to achieve the greatest impact.

B. Create a marketing plan

The primary goal of the marketing plan is to increase the public’s understanding of the values of hunting, fishing and trapping in Michigan and the critical role that hunters and anglers play in the management of wildlife as well as the contributions such activities make to Michigan’s local, regional and state economy.

- 1. The Contractor must develop a long term strategic direction with specific quantifiable goals for the next five years which will result in increased understanding of the values of hunting, fishing and taking of game in Michigan among the public.
 - a. The Contractor considers the following representation of how perceptions are transformed over time. The Contractor will look to the baseline research to identify how the target audience groups break into these dimensions of awareness and perception. The long-term strategic goal is to bring a sizable group of the target audience into the “Advocacy” stage so that they are positioned to help address any issues that may arise in the future. The Contractor’s long-term strategic plan will identify how the Contractor continuously moves Michigan residents or select groups of Michigan residents through these different stages of awareness.



Once the Contractor understands the baseline measures of the target audience groups’ perceptions, beliefs and attitudes, the Contractor must recommend first-year strategies and tactics to build awareness, influence attitude, and drive interest in the campaign message, followed by multiple-year goals and long-term strategies, vehicles and message evolution to strengthen perceptions over time, to invite audiences to incorporate them into their existing views and to inspire advocacy.

The following chart outlines how research will impact each step of developing the long-term strategic direction for the MWC campaign:



Michigan Wildlife Council Strategic Communications Planning

Goal: Increase understanding of the values of hunting, fishing and taking of game in Michigan

Research Step	Tasks	How research will be used to inform strategic direction
<p>Secondary Research (What do we know? What don't we know?)</p>	<ul style="list-style-type: none"> Examine current Michigan data and information provided by the MWC and DNR, e.g., Hunting/Fishing Human Dimensions research Review other state programs Review other, similar types of campaigns 	<ul style="list-style-type: none"> Will provide useful background information and understanding of hunting, fishing and trapping in Michigan. Will help provide understanding of the current state of perceptions on a national scale. Will provide guidance for target audience identification – for both survey research and the campaign. Will provide guidance for survey research topics and questionnaire development. Will help determine reasonable expectations for changing audience perceptions over time. May provide some initial messaging considerations for testing. May provide guidance for media placement.
<p>Primary Research (Collecting new information)</p>	<p>Stakeholder research (Interviews)</p>	<ul style="list-style-type: none"> Will inform target audience identification and understanding. Will inform development of the survey questionnaire. May inform messaging development.
	<p>Audience research (Baseline Survey)</p>	<ul style="list-style-type: none"> Will establish benchmarks on awareness, perceptions and understanding. Will inform short- and long-term goals for changes in awareness, perceptions and understanding among the target audience groups. Will provide strategic direction on priority audiences as well as geographic and demographic opportunities. Will identify and inform potential messaging directions and implications. Will inform media selection, priority and schedule. Will inform other potential methods to reach and influence target audience groups.
	<p>Media research <i>(Note: Described in detail in the Implementation section of this Contract)</i></p>	<ul style="list-style-type: none"> Media research will provide data on demographic and lifestyle behaviors of the target audiences. Will provide insights into media consumption and habits. Will help to identify key media markets. Will provide guidance on the allocation of media dollars.
	<p>Messaging research <i>(Note: This is qualitative, formative messaging research. I)</i></p>	<ul style="list-style-type: none"> The Contractor must perform qualitative, formative messaging research and message testing that will provide direction on messaging strategy and approach beyond the baseline survey research, which is a starting point for message development. This research step will drive campaign messaging alternatives and help to identify the pros and cons of each possible approach.



2. Based on and supported by the baseline research, the Contractor must work with the MWC to identify specific metrics of success that would increase public awareness of the values of hunting, fishing and trapping. Metrics would include measures that would increase support among the public for hunting and fishing activities and to increase their understanding about the economic and cultural values of these activities in Michigan.
 - a. The launch meeting, stakeholder interviews and secondary research will help the Contractor identify potential and desired “outcomes” that can be measured by the baseline research. Then the Contractor must work with MWC to outline these values and develop a short set of questions to be posed in the Contractor’s research among the target audience to establish benchmark numbers for future evaluation.
 - b. Campaign success must be measured in two ways: through movement over time on key survey measures and by tracking specific campaign communication goals and media delivery metrics.
 - c. Post-campaign survey research must test changes in public awareness, public perceptions and shifts in understanding about key measures related to the economic and cultural values of hunting and fishing activities, specifically:
 - Views on and support of hunting, fishing and trapping in Michigan.
 - Awareness of how wildlife, specifically game animals, is managed in Michigan.
 - Perception of the economic contributions made to state and local economies by hunting, fishing and trapping.
 - Understanding of how the conservation, management and preservation of our state’s wildlife and natural resources are financed.
 - What natural resource activities, if any, they enjoy.
 - Whether they would consider hunting, fishing or trapping in the future.
 - Whether they would be in favor of or opposed to any actions to eliminate or restrict privileges associated with hunting, fishing or trapping.
 - d. Methods of tracking campaign success must be identified during communications planning and must be reflective of the media vehicles chosen to build awareness and to educate target audiences. Success metrics must include specific campaign goals for paid, earned and social media and must include broadcast reach and frequency, paid media hits, website hits (if recommended), digital ad metrics, social engagement and interaction, collateral distributed, additional Key Performance Indicators (KPIs) are listed under D.2.
3. The Contractor must develop message and creative designed to educate and inform the public of the values of hunting, fishing, and trapping. The Contractor must:
 - a. Report out research findings from secondary research, interviews and the baseline survey with an emphasis on the implications of these findings relative to the goals of the MWC campaign. The Contractor must outline key findings including:
 - General population beliefs and perceptions of hunting, fishing, trapping
 - Audit of existing messaging and evaluation of success
 - Target audience identification, segmentation and considerations
 - Geographic segmentation opportunities
 - Unique insights to leverage for broad and targeted campaign messaging
 - b. Develop creative brief. The brief consolidates all the relevant information and insights into a clear and concise set of directions for the teams’ work. It describes the target audiences, the marketing position and the claims to be made.



- c. Develop messages and concepts for message testing. Based on the insights and direction from the creative brief, the Contractor's creative teams develop conceptual campaign directions. These directions might include campaign theme, tag or benefit lines, headlines, high-level copy points and a visual direction or look and feel. Often concepts are presented in the form of a poster or "ADLOB" (Ad-like object) for client review and audience testing.
- d. Test messages and concepts. For the message and creative concept testing of the MWC marketing materials, the Contractor must perform a two-part testing method:

Part 1: Online Survey – Maximum Difference Analysis (Max Diff)

- 1) The Max Diff is an attribute/feature prioritization technique used to measure the relative importance, preference or, in this case, desirability of a set of items. It is based on a measure of customer choice and trade-off instead of using typical rating scale responses. In a Max Diff exercise, consumers evaluate multiple sets of four to six concepts. For each set, the consumer indicates both the most desirable item and the least desirable item. Responses are analyzed using Hierarchical Bayesian techniques to derive attribute desirability scores at the individual respondent level.
- 2) A web-based survey would be used to garner input from a large, diverse group of people from all over Michigan over a short period of time. The Contractor will use Michigan residents, between 18 and 64 years old and matched to Michigan's census data, just as they will in the pre-testing. A sample panel would provide 800 people to test the creative messaging and materials. This portion of the research must be conducted online via panel provider. A total base size of 800 respondents must be targeted to obtain a 3.36% margin of error at a 95% confidence interval.

Part 2: Focus Groups

Following the Max Diff online survey exercise and using the results as a starting point, the Contractor must perform focus group discussion sessions, in southeast Michigan and the Grand Rapids area, to explore the reactions to and preferences for different messages through discussion and dialog. Focus group discussion sessions must contribute in creating and finalizing message strategies for behavior change campaigns.

4. The Contractor must produce an annual multi-media marketing plan within 6 months of Contract start date designed to reach the specified goals. The marketing plan must identify primary and secondary audiences, effective messages and appropriate media to reach target audiences.
 - a. The multi-media marketing plan must detail how, where and when the campaign will reach the target audience(s).
 - b. The Contractor must recommend in detail which media vehicles should be used, and in what proportion and priority, to increase the public's understanding of the values of hunting, fishing and trapping in Michigan and the critical role that hunters and anglers play in the management of wildlife. The marketing plan must utilize the baseline research to identify primary and secondary audiences and provide insights into their media consumption habits; must leverage key themes and findings from creative testing to build effective messages for the audiences; and must outline appropriate media vehicles to reach these audiences.
 - c. The Contractor will start with PRIZM. This tool helps the Contractor identify target audience, geographic location, and best ways to reach this audience within the identified location(s). PRIZM provides specific recommendations based on the highly targeted audience.



- d. The Contractor will engage media partners to determine the opportunities that best align with the marketing objectives. As part of the media request, the Contractor requires rating information from each vendor.
 - e. The Contractor must assess all proposals as they are received, using evaluation and planning tools, such as STRATA and SQAD. These tools must be used pre- and post-buy.
5. The Contractor must maximize impact and exposure within the designated budget, and provide added value opportunities as available. These must include all mass media, social media and earned media opportunities, as appropriate.

a. Planning

From the beginning of the planning process, the Contractor considers how they will incorporate value adds and bonus placements. The Contractor will conduct rigorous research in order to identify the most advantageous opportunities across the paid, earned and social media landscape. Value-adds and bonus placements must stay focused on core campaign objectives to obtain the best results for the MWC. The Contractor must look to increase reach and frequency with vendor inventory of similar kind and quality included in the base media plan. The Contractor must be cognizant of a point of diminishing return and geographic waste for specific media tactics.

b. Involve Media Partners

- 1) The Contractor must work closely with their paid, earned and social media partners to identify and create bonus opportunities that bring significantly value to the MWC, while making sure that every opportunity is in alignment with the MWC's mission and values.
- 2) The Contractor must leverage their earned media efforts by:
 - Repurposing earned media messaging (media advisories, press releases, op ed/ commentaries, etc.) for use on social media platforms (Facebook ads, for example).
 - Maximizing coalition partner communication activities.
 - The Contractor must work with the MWC to identify state legislators in key media markets to support the MWC's awareness campaign. The bipartisan group of legislators help spur earned media coverage and, equally important, extend awareness by disseminating the Contractor's PR messaging through their free constituent communication engagement (electronic and print newsletters, Twitter, Facebook, website, etc.)
 - The Contractor must team with DNR to identify other coalition partners relevant to the campaign.
 - Maximizing public access cable TV channels.
- 3) The Contractor must identify opportunities to provide timely and expertly formatted social content that media partners to easily post, tweet, and share.

c. Implementation Stage

- 1) Once plans have been approved, the Contractor's teams begin the implementation stage.
- 2) The Contractor's PR, media and social teams must work to negotiate the best opportunities and value such as:
 - Editorial placement in magazines
 - Distribution of campaign message through vendor channels
 - Co-branded contests
 - On-air interviews
 - Bonus spots, outdoor boards, ad
 - On-air promotions
 - Sponsorships



- Social media mentions
- Announcer reads

3) The Contractor will utilize relationships with outside entities to provide additional marketing opportunities.

6. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online). The Contractor must ensure that, in negotiations of talent rights, the State will be signatory on all talent/property rights.

Any software, original written material, research, reports, studies, data, artwork, programs, tapes, listings, recordings, photographs, negatives or other documents, drawings, electronic media or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State and ALL such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. The State shall hold copyright to this material. The State shall not retain ownership of any artwork, photography and/or music that has been previously copyrighted and is provided to the State for limited use. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the State. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. (Also see Intellectual Property Rights Section 53, Standard Contract Terms).

C. Implement the Marketing Plan

Upon MWC approval and DNR fiduciary/financial oversight, the Contractor must implement the overall plan, including creative and message development, print production, media purchases, and metrics.

1. The Contractor must create, produce and distribute collateral materials as needed. This includes but is not limited to the following:
 - a. Advertising specialty items.
 - b. Brochures.
 - c. Trade show, conference and related promotional materials.
 - d. Direct mail pieces.
 - e. Video production and photography services.
 - f. All shipping and storage costs are the responsibility of the contractor.
 - g. Should printing of materials be any part of the work performed under this Contract, and the state is paying for the printing, the Contractor must abide by the following law: STATE PRINTING LAW, Public Act 153 of 1937 (MCL 24.62).



Process for implementing communications, marketing and advertising materials:

Type of Service	Technical Approach
Conceptual designs and layouts <i>(Relevant for all marketing materials, including brochures, collateral, web, ads, events, direct mail, ad specialty items and others.)</i>	<p>Technical Approach</p> <ul style="list-style-type: none"> • Launch creative team with strategic plan and creative brief • Creative director, art directors and copywriters work in teams to develop potential concepts and layouts, which are vetted internally • Two or three concepts must be presented to the MWC for consideration
Copywriting Technical writing Script writing <i>(Relevant for all marketing materials, including brochures, collateral, web, ads, events, direct mail, ad specialty items and others.)</i>	<p>Technical Approach</p> <ul style="list-style-type: none"> • Refer to creative brief: Identify audiences, style required, parameters such as word count, etc. • Develop approach and voice • Develop content outline, key points, key messages • Identify tools to help tell story, for example infographics, visuals, charts, graphs, testimonials • Write and edit to final draft for MWC review and approval • For scripts, at least two alternative approaches must be presented for initial review, then the final script is refined to include detail that sets the tone, provides a verbal sketch of the visual approach and how shots or scenarios may be presented, background graphics and visual ideas (TV, video); sound effects (radio); and the general direction of the dialog or language. Storyboards may be required to fully explore a concept. When the script is part of a larger campaign, relevant campaign elements are identified for inclusion.
Custom or stock artwork (including photography) <i>(Can be relevant for some marketing materials, such as ads, web, direct mail, brochures, collateral, trade show and event materials)</i>	<p>Technical Approach</p> <ul style="list-style-type: none"> • Launch creative team with strategic plan and creative brief. • Determine best source for artwork: custom, illustration, stock, original photography based on project goals, creative concept and budget parameters. • Creative director manages the development or selection of imagery or artwork including assurance that brand standards are met and assuring fidelity to creative brief. • All costs are approved by MWC prior to use. •
Photography: <ul style="list-style-type: none"> • Digital • Field • Studio • Location/event still photos • Photographic research <i>(Can be relevant for some marketing materials, such as ads, web, direct mail, brochures, collateral, trade show and event materials)</i>	<p>Technical Approach</p> <ul style="list-style-type: none"> • Digital: Images may be procured through several channels, including the DNR, state or other federal government image libraries. Third-party stock image libraries (for example iStock, Getty, etc.) are also good sources for non-rights managed images. • Field, Studio, Event and Location: The Contractor has access to and relationships with any number of photographers, each with a specialty in style or form. The Contractor routinely bid field, studio, location or event projects to two or three who can meet the requirements and negotiates final pricing, usage, timing and deliverables. The Contractor orients the selected photographer to the creative brief and creative vision for the project. The Contractor must offer the MWC as much or as little participation in the selection of the photographer as they wish. The Contractor must assign the lead art director on this project to be on site for shooting in order to direct the creative output. The Contractor must manage the photographer using a detailed work plan and timeline. After the photo shoot, images are securely transferred and finalized for production.



	<ul style="list-style-type: none"> • Research: The Contractor’s art director must review industry stock sites (for example, Getty, iStock.com, Thinkstock.com, etc.) to identify appropriate options based on budgetary and strategic direction. Options and costs must be supplied to the MWC for final selection. The Contractor must advise if available imagery will not meet the MWC’s goals or creative vision for the project and recommend alternatives.
<p>Trade Shows, Conferences, Exhibits:</p> <ul style="list-style-type: none"> • Conceptualizing, designing and producing exhibits and accompanying materials • Preview, set-up and dismantling of an exhibit • Shipping exhibit property to and from designated sites 	<p>Technical Approach</p> <ul style="list-style-type: none"> • The Contractor’s creative team, production manager and account team must work together with the MWC to develop a list of final uses for the display items taking into account <ul style="list-style-type: none"> – Objectives and goals of the display and budget parameters – Creative designs and concepts comprehending brand standards, graphic design parameters, imagery usage, tonality of messaging, etc. – Staff available to travel with the exhibit – Hardware recommendations, including shipping and packaging • The Contractor’s production manager must establish a detailed schedule for preview, set up and dismantling. The Contractor’s production manager must sets up a walk-through prior to opening to test and ensure all elements are in their proper places, all deliverables are available, and all personnel are on hand and in position. The Contractor’s production manager must also establish a set-up and dismantling schedule and retain teams for based on time, budget and availability. • The Contractor’s production manager must establish a production schedule. This schedule, along with specifications and shipping methods, are vetted by the MWC (as desired) and reviewed with the shipping vendor in advance of the event, to ensure that materials arrive safely, on time, and in correct locations.
<p>Video:</p> <ul style="list-style-type: none"> • Directing • Shooting • Scoring • Editing • Narration • Music and sound effects 	<p>Technical Approach</p> <ul style="list-style-type: none"> • The Contractor must direct and manage all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location, and budget. • Detailed steps for video production include: <ol style="list-style-type: none"> 1. Creative brief – guides all execution 2. Kick off meeting with the production team 3. Script development 4. MWC review and approvals 5. Production bids 6. Development of storyboards, locations and props 7. Casting, SFX, music selections 8. Final scriptwriting 9. Production recording 10. Post-production edit 11. Final MWC review and approval 12. Distribution • The Contractor’s creative director serves as executive producer and is responsible for strategic oversight, guidance and coordination of shooting, directing, recording, editing, and post-production to assure creative excellence. The Contractor can work with MWC/DNR internal video resources if there are such resources available. For every step of the process, the MWC must have as much or as little participation as they wish; for example, with regard to approving locations, talent, music, editing, and so on, prior to final production. • For broadcast deliverables (such as TV, video and radio), a final MWC approved script is required before production begins.



	<ul style="list-style-type: none"> • The Contractor auditions talent on screen and scout locations. The Contractor must provide any other support necessary for success, including props, extras, and so on. • The Contractor must conduct a minimum of two rounds of edits for each video or audio spot, based on MWC feedback. The Contractor must tightly manage the work in the editing studio to ensure that the process is timely and cost- effective. • Once the creative team has identified the type of voice needed, the Contractor auditions several voice talents and makes a final selection. The Contractor’s production manager negotiates the contract requiring unlimited use licensing, and then coordinates timing. The Contractor’s creative director must be present for recording to assure fidelity to creative vision and script. • The Contractor’s creative team and production manager must work together to identify and retain the best talent based on the goals, objectives, and budget of this Contract. The Contractor’s production manager must handle all necessary arrangements with talent, including timing and travel. • For animation, the Contractor works with their subcontractors who specialize in animation and animation editing. The Contractor originates the concept and look of the animation; the art director develops key designs and still frames and supplies these to their subcontractor. The vendor then executes final animation, with management from the Contractor’s creative team. • Prior to production, the Contractor works closely with one of their production studio partners to identify the perfect theme or audio components needed to bring the concept fully to life.
<p>Preparing print-, fabrication-, or web-ready files <i>(Relevant to print ads, digital ads, collateral, brochures, specialty items, trade show, conference or event support, and others)</i></p>	<p>Technical Approach</p> <ul style="list-style-type: none"> • The Contractor’s production artist and web designer/coder must manage and implement the final phase of the creative process, including the preparation of print-, fabrication-, or web-ready files that reproduce seamlessly. To accomplish their tasks this team works with the end in mind and considers: <ul style="list-style-type: none"> – Final use of design, print, digital, web – Sizing the image to the correct medium – Image retouching, color management – Development of a HR PDF, collection of native files for vendor use – Final file archiving
<p>Miscellaneous services</p> <ul style="list-style-type: none"> • Duplication • Distribution • Photographic printing • Framing and matting <p><i>(May be relevant to specialty campaign needs.)</i></p>	<p>Technical Approach</p> <ul style="list-style-type: none"> • Duplication: The Contractor must work closely with their production studio partners to execute MWC’s duplication needs. The Contractor’s production manager must coordinate the creation of “dubs” with the production studio and works with the Contractor’s media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) The Contractor must maintain a master file of each TV and radio spot produced. • Distribution: The Contractor’s traffic manager, in collaboration with the Contractor’s media director, must oversee the distribution of digital and print materials to the approved media outlets. is the Contractor’s media director must be diligent about adhering to the Contractor’s follow-up systems to ensure that ads and spots run as scheduled. • Photographic printing: The Contractor works with their subcontractors to provide any needed photographic prints. The Contractor must ensure that the proper color, size and reproductions are within MWC’s budget. • Framing/matting: The Contractor has the capabilities to have photographs or other works framed and matted. Based on the goals and objectives of the Contract, the creative team must determine a style, color, size, etc., and their subcontractor to successfully execute the framing and matting.



2. The Contractor has the responsibility to negotiate and purchase radio and television air time, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects.
 - a. Once the media plan is approved, the Contractor must engage in negotiation for individual placements. Media vendors are provided with target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign and asked to provide recommendations for media placements, promotions, inventory and budget.
 - 1) After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor must negotiate to obtain the best value (including discounts and bonus placements) and positions for the MWC with each individual vendor, and build a media and schedule buy that meets the criteria agreed upon in the media plan. The Contractor's must conduct multiple rounds of back-and-forth negotiation.
 - 2) Once the Contractor has reached agreement with the media vendor, the buy is considered completed. Signed orders are dispatched to all vendors and a detailed schedule is provided to the MWC, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered "placed."
 - 3) After the buy is placed and while it is airing, the Contractor must stay in close contact with vendors to ensure that schedules run as ordered. The Contractor must review screenshots for web placements and tear sheets for print placements, and must listen to air checks for radio spots to validate that creative is running correctly.
 - b. The Contractor must monitor the Media performance throughout the buy, and must optimize as needed. Detailed media performance documents must be provided to the MWC at regular intervals.
 - 1) If the Contractor uncovers any inconsistencies in quality, the Contractor must negotiate restitution value above the original order.
 - 2) The Contractor's media director must review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment. Once third-party rating books (Arbitron, Nielsen) have been released that coordinate with the advertising periods, the Contractor must post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
 - c. Direct Mail Services
 - 1) The Contractor must firmly negotiate pricing at every step (except postage, which is non-negotiable). The Contractor's production manager must manage multiple rounds of negotiation, as well as select the right vendor partner for the right job.
 - 2) The Contractor must follow these steps to ensure the best impact and value for the MWC:
 - a) Database Development

The Contractor must develop and recommend what data will be needed in order to develop a meaningful dialog with the target audiences online, via mobile, by mail, by phone, or in person. When selecting data lists the Contractor must take into consideration information that will support the campaign objectives and messaging like:

 - Name of individual and/or organization
 - Email address
 - Social handles e.g. Twitter
 - Mailing address, including Zip Code
 - Telephone number (mobile or landline)
 - Relevant demographic data e.g. age, gender, marital status and lifestyle data and household size



If needed, purchase information is used, such as:

- Recency/frequency/monetary purchase history by date, dollar amount, by product
- Relevant organizational data e.g. SIC code, size of firm, revenues, number of employees
- Source of inquiry or order
- Date and purchase details of first inquiry or order
- Credit history and rating (scoring)

b) Mail Lists

For Mail Lists, the Contractor must determine the type of mailing list; compiled (information taken from directories, magazine subscriptions, phone books, motor vehicle records, etc.) or direct response lists (information of people who have bought or responded to direct marketing). The Contractor must provide selection criteria (from the database development) that include such items as demographics, SIC (Standard Industrial Classification) selections, desired income or sales, number of employees, age, sex, etc., then work with a list broker to secure the list.

c) Determine the Offer or Call to Action

The offer must be clear and concise and:

- Fulfill a perceived need
- Have a good perceived value – especially relative to competitors
- Practical
- Unique
- Appropriate for the customer and the brand
- Have a clear connection with the brand

d) Creative Brief

The creative brief must include direct mail as a deliverable and must give the creative team a realistic view of the role of direct mail in the campaign and what it is expected to achieve.

e) Content, Layout and Design

The Contractor must make sure all elements developed as a cohesive package. The Contractor works with the USPS to consider the final handling and postage costs as part of the design.

f) Postage

The Contractor must select the correct postage rate classification, i.e., first class, pre-sort standard or bulk rate, and take into consideration bulk shipping or “trucking” mail to postal sorting locations.

3. The Contractor is responsible within the advertising placement to negotiate matching spots, value added, bonus, and other means to further advertising reach.
 - a. The Contractor must negotiate additional inventory, similar in kind and quality to the core contract. The Contractor must maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort must include additional spots/ad placements, improved day parts, campaign date extensions, etc.
 - b. The Contractor must negotiate all submitted rates.
 - c. The Contractor’s final round of negotiation for value added must seek opportunity for bonus spots in all assets available from the vendor. The Contractor must extend the value of the overall media plan by obtaining value-added placement in each asset available.



- d. The Contractor must issue a signed order clearly documenting all value added. This contract guarantees commitment from each vendor to execute the value added as originally agreed upon and holds each vendor accountable for make-goods of each item listed in the signed order that is not executed as promised.
 - e. The Contractor must optimize every element of the contract throughout the duration of each agreement. The Contractor must stay in close contact with media partners to take advantage of opportunities in the marketplace.
4. The Contractor must distribute all necessary materials to the proper media outlets.
- a. The Contractor must guarantee delivery by utilizing the following key tools:
 - 1) Insertion orders are created and sent to each media vendor outlining the agreed-upon cost, deadlines, and deliverables.
 - 2) The Contractor's traffic manager must work with the agency management software (Workamajig) and the creative and production teams to ensure accurate execution and delivery.
 - 3) Workamajig is a fully integrated web-based agency management system (formerly called Creative Manager Pro). Workamajig integrates all agency functions into a seamless system: client service and project management, accounting, creative management, production management, traffic and media.
 - 4) The Contractor must utilize a very specific disclaimer to ensure file integrity and requires confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.
5. The Contractor must evaluate the performance of media, message and other marketing strategies--audience testing of creative concepts before taking to market.
- a. The Contractor must perform message testing and testing of creative concepts prior to campaign execution.
 - b. The Contractor must perform a two-part testing method, as part of the process for developing the long-term strategic plan:
 - 1) An online survey to include Max Diff to determine which creative treatments or messages are most desirable to respondents.
 - 2) Two focus group discussion sessions to gather qualitative data from representatives of southeast and west Michigan. Research will test various messages to determine what catches the attention of the target audiences, resonates with them and moves them toward the desired belief/outcome.
 - c. Upon completion of the research, the results will be used to refine final messaging and ultimately develop a creative campaign that appeals to the target audience(s).

D. Manage the Campaign

The Contractor must manage the overall program; review effectiveness and consistency of both message content and media copy; continuously collect MWC and target audience input and feedback prior to final messaging and/or media purchases and fulfill reporting duties to the MWC as defined under Section 4.03 Reporting.

1. The Contractor must verify all advertising/publication/airing placement that has been agreed to as part of the marketing plan.



- a. Throughout the duration of this contract, the Contractor must stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, the Contractor’s verification may occur weekly, monthly or quarterly. The Contractor’s media director reviews and approves required documentation as outlined below before authorizing payment.

Media Type	Required Verification Document
Print (Newspaper, Magazine, etc.)	Invoice, tear sheet
TV	Invoice, affidavit
Outdoor	Invoice, photo
Radio	Invoice, affidavit
Digital	Dashboard metrics (see examples below)
Social Media	Network insights, analytics reports (see examples below)

- b. Custom dashboard reports are created for each unique digital campaign. Each base report must include campaign dates, creative description, website visits, new visits, impressions, click-through rate (CTR), cost per thousand (CPM), cost per click (CPC), heat maps, conversion rates and more.
- c. Measurement reports for event sponsorships, earned media, and guerrilla marketing efforts must be customized and agreed upon with the MWC prior to execution. Standardized items of measurement are not readily available for such tactics; however these marketing strategies are an important part of a comprehensive marketing plan. Dashboard reports may show measurement of typical digital analytics, social analytics and video DSP.

2. The Contractor is responsible for evaluation of the marketing plan, including measuring effectiveness of media selection, media placement and schedule, target audience, message frequency for the MWC’s review, with the expressed intent of continuously improving. The Contractor is required to provide a detailed planning and reconciliation of pre- and post-buy reporting, as detailed in “4.03 Reporting.”
- a. The ultimate measurement of the campaign will be a quantifiable change in public attitudes and perception of the target audience groups regarding hunting, fishing and trapping in Michigan. The Contractor will rely on the post-campaign online survey for these measures.
- b. Additionally, the Contractor must track and monitor key performance indicators (KPIs) of the marketing strategies and tactics that make up the campaign that the Contractor and the MWC agree upon in the early stages of the project. These KPIs can include such items as:

TRADITIONAL MEDIA ANALYTICS	Broadcast and Spot Television	<ul style="list-style-type: none"> Reach and frequency by market Purchased spots Bonus spots
	Radio	<ul style="list-style-type: none"> Purchased spots Bonus spots (including web units)
	Outdoor	<ul style="list-style-type: none"> Daily effective circulation by market Weekly impressions Bonus space/production value
	Print	<ul style="list-style-type: none"> Circulation
WEBSITE ANALYTICS	Audience Overview	<ul style="list-style-type: none"> Total impressions Bonus impressions Type of impressions (pre-roll, mobile, display) Post-impression website visits Site visitors



		<ul style="list-style-type: none"> • Site visits • Avg. session time • Avg. # pages visited • Overall bounce rate
	Content	<ul style="list-style-type: none"> • Popular content/pages • Content flow/drop-offs • Bounce rates (specific to particular pages/devices)
	Demographic	<ul style="list-style-type: none"> • Audience (gender, age) • Devices used to enter site • Geographic location of site visitor • Acquisition • Organic vs paid search terms • Referral sites • Social referrals • Bounce rates
	Benchmarks	<ul style="list-style-type: none"> • Progress relative to goals • New/updated benchmarks (when applicable) • Primary drivers reaching benchmarks (organic/paid search)
SOCIAL MEDIA KPIs	Facebook	<ul style="list-style-type: none"> • Total likes • New likes • Page engagement • Reach (weekly/monthly/daily totals) • Post interactions (likes, comments, shares) • Top-performing posts • Geographic/demographic breakdown on followers • Boosted post performance (if applicable, cost per impression, post interactions) • Ad performance (if applicable, cost per like/hit, impressions)
	Twitter	<ul style="list-style-type: none"> • Total/new followers • Retweets • Mentions • Favorites • Average growth in following • Ad performance (if applicable, cost per like/hit, impressions)
	Digital/Search	<ul style="list-style-type: none"> • Organic searches (conversions, percentage of traffic associated with branded/unbranded keywords) • Paid searches (conversions, percentage of traffic associated with specific AdWords/ad groups) • eCPA (estimated cost per action) • Ad clicks • Ad impressions • Pre-roll completion rate • Mobile interactions (clicks, impressions, bounces) • Top-performing sites • Highest-performing times of day/day of week
MISCELLANEOUS (if applicable)	<ul style="list-style-type: none"> • Event attendance • Awareness increase (gauged by survey) • Inquiries (web contact form, phone) • Lead to customer/purchaser ratio (relative to inquiries, how many conversions) • Marketing ROI (outcomes relative to spend) 	



- Cost per lead (number of leads/investment for per-lead cost)



E. Other Duties

1. The Contractor must make presentations about the campaign, marketing plan, creative development, research results and audience analysis to MWC and any others at the request of the MWC, approximately four per year.
2. The Contractor must maintain a record of communications from meetings and provide notes of results from each meeting within five business days via email or in person to the MWC and DNR. The Contractor must ensure that all project needs and timing are met. The Contractor must meet face-to-face with the MWC as often as necessary, at the MWC's convenience.

1.03 Out of Scope Activities

- A. Producing materials and messages NOT part of the above campaign.
- B. Spending campaign money on media buys to raise awareness about the MWC and its work, or for any efforts other than the above.
- C. Fundraising.

2.0 Acceptance

2.01 Acceptance, Inspection and Testing

Before beginning work on each major contract deliverable listed below, beyond the research component (A), the Contractor must provide the DNR Project Manager and the MWC with a project work plan and narrative for review. The project plan must include a work breakdown structure, identifying tasks, subtasks associated with the deliverable, designated approval level (see levels 1-3 defined below), proposed time line for the work, the staff assigned (including hours of effort and hourly wage rate), total anticipated costs, and any associated assumptions. The Contractor, The DNR Project Manager and the MWC, or designee must review and approve the work plan and narrative before work for that component begins.

- A. Research plan (Section 1.02.A)
- B. Overall marketing plan (Section 1.02.B)
- C. Implement the Marketing Plan (Section 1.02.C)
 - Message and creative materials
 - Media Campaign Proposal/Spend
- D. Evaluation of marketing strategies, message (Section 1.02.D)

The Gantt chart provided under Section 4.01 (to be updated with final project plan due three weeks after Contract signature) will list the levels of approval which are required at each decision point. The levels are defined as:

- A. Level 1 – Full MWC approval
- B. Level 2 – Subcommittee of the MWC
- C. Level 3 – DNR Project Manager

3.0 Staffing

3.01 Key Personnel

- A. The Contractor's Account Manager is directly responsible for the day-to-day operations and is the central point of contact for the Contract. The Account Manager must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor's Account Manager:

Andrea Ness

Phone: (517) 267-9800

Email: Ness@gudmarketing.com



B. Contractor’s Key Personnel and contact information:

Key Personnel	Name	Phone Number	Email Address
Senior Level Strategic Counsel / Firm Principal	Lisa Crumley Jill Holden	517-267-9800 517-267-9800	Crumley@gudmarketing.com Holden@gudmarketing.com
Account Manager	Andrea Ness	517-267-9800	Ness@gudmarketing.com
Creative Director	Joel Newport	517-267-9800	Newport@gudmarketing.com
Art Director	Julie Krueger	517-267-9800	Krueger@gudmarketing.com
Media Director	Emmie Musser	517-267-9800	Musser@gudmarketing.com
Researcher Managers	Chelsea Maupin Jill Holden	517-267-9800 517-267-9800	Maupin@gudmarketing.com Holden@gudmarketing.com

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

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

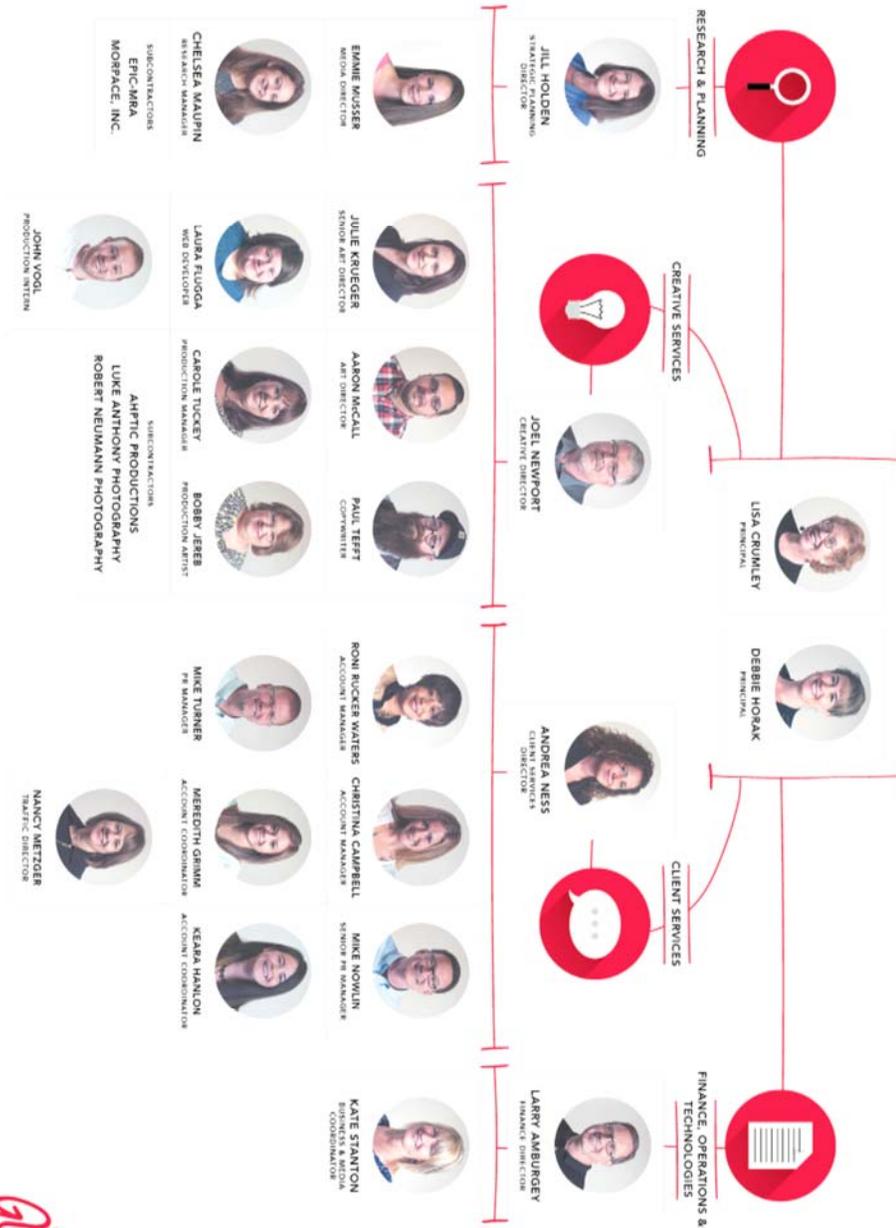
E. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor must issue to the State the corresponding credits set forth below (each, an “Unauthorized Removal Credit”):

The State is entitled to collect \$1,000 per individual per day, not to exceed \$25,000, for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$1,000 per individual per day, not to exceed \$25,000, for an unapproved or untrained key personnel replacement.



3.02 Organizational Chart





KEY PERSONNEL	RESPONSIBILITIES AND TASKS RELATED TO THE CONTRACT
<p>Lisa Crumley <i>Principal</i></p>	<ul style="list-style-type: none"> • Agency owner: Responsible for the agency’s performance • Assist with overall strategy development and research tasks • Focus group moderator
<p>Jill Holden <i>Senior Account Planner & Strategist</i></p>	<ul style="list-style-type: none"> • Lead strategic planning, branding development and research efforts for MWC/DNR • Collaborates with account manager to translate MWC business objectives into marketing strategies and oversees campaign formation • Provides implementation and program evaluation to ensure delivery of business and communications goals. • Focus group moderator
<p>Andrea Ness <i>Director of Account Services</i></p>	<ul style="list-style-type: none"> • Primary day-to-day interface between MWC/DNR and GÜD Marketing • Developing yearly marketing plans/recommendations • Lead project manager, supervising all MWC/DNR projects and aligning agency resources to meet MWC needs • Develop and give presentations and reports as describe in Contract.
<p>Chelsea Maupin <i>Research Manager</i></p>	<ul style="list-style-type: none"> • Coordinates all market research efforts • Provides secondary research and background information • Generates market research analysis, reports of finding and executive summaries — including recommendations — for all research efforts • Provides tracking, monitoring and analytics of communications tools
<p>Emmie Musser <i>Media Director</i></p>	<ul style="list-style-type: none"> • Develops and executes paid media strategies, plans and schedules • Negotiates rates and places media buys • Conducts post-buy analysis and prepares extensive media reports • Researches and identifies target audience lifestyle, including viewing and reading habits • Evaluates all media contract — pricing, deliverables, reputation, invoicing and performance
<p>Joel Newport <i>Creative Director</i></p>	<ul style="list-style-type: none"> • Leads agency creative team, including concept development, copywriting, art direction and design for all marketing elements • Oversees all aspects of creative process • Works a lead producer/director on broadcast and video deliverables
<p>Julie Krueger <i>Senior Art Director</i></p>	<ul style="list-style-type: none"> • Participates in campaign concept development • Provides design and art direction in multiple media formats including web, collateral, tradeshow booth design and handouts, advertising design, identity, information graphics and broadcast art direction

3.03 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors for any portion of the work under this contract, the Contractor must disclose the following:



1. The legal business name; address; telephone number; a description of subcontractor's organization; and information concerning subcontractor's ability to provide the Contract Activities.

Subcontractor	Address	Description of the Contract Activities that will be performed or provided by the subcontractor
Ahptic Productions LLC	Lansing, MI	<p>Will provide all video production services as required by proposed creative including:</p> <ul style="list-style-type: none"> • Preproduction support - location scouting and securing the location, talent audition, storyboards, set construction. • Production services - camera, prime lens packages, grip truck, lights, craft services and all crew. Crew will consist of director, director of photography, assistant camera, grips and electricians <p>Editing and postproduction services – special effects, rotoscoping, compositing, green screen masking, color correction, music, voice over recording and audio mixing. Ahptic Productions can provide these services as a full-service production and post-production company specializing in EPIC and Scarlet 5K, RED 4K, Hi-Definition, 35mm and 16mm film. Ahptic's custom state-of-the-art post-production facilities provide a spacious and creative work environment. Ahptic's seven Avid Hi-Definition edit suites are linked with a 96 terabyte GalaxyHDX3 fibre-optic shared media storage system, insuring the most secure and reliable backup of Contractor's client's media.</p>
EPIC-MRA (d.b.a. Michigan Researchers Associates, Inc.)	Lansing, MI	<p>This is a survey research firm.</p> <p>EPIC MRA may be used to assist the Contractor with the baseline research and creative testing by offering the following services:</p> <p>Supplemental Phone Surveys</p> <ul style="list-style-type: none"> • Assist with survey design. • Plan, manage and conduct phone survey research. • Provide final report of results <p>Focus Groups</p> <ul style="list-style-type: none"> • Assist in questionnaire development • Provide location and recording equipment • Provide moderator <p style="text-align: center;">Provide report of results</p>
Mouthpiece Communications	Lansing, MI	<p>This is a telemarketing company that would be working with EPIC-MRA (above) to execute any telephone survey/research. This company would only be used by the Contractor through the subcontractor EPIC-MRA. Mouthpiece Communications would assist in calling registered voters in Michigan via telephone to take a survey.</p>
Morpace, Inc.	Farmington Hills, MI	<p>This is a Market research and consulting firm. Morpace will assist the Contractor with the baseline research and creative testing by offering the following services:</p>



		<p>Online Quantitative Surveys</p> <ul style="list-style-type: none"> • Assist with survey design. • Survey programming and testing. • Plan, manage and conduct online survey research. • Performed Advanced Analytics based on results of Max-Diff choice activity. • Provide final tabs and report of results <p>Focus Groups</p> <ul style="list-style-type: none"> • Assist in questionnaire development • Provide location and recording equipment • Provide moderator • Provide report of results
Luke Anthony Photography, LLC	Lansing, MI	<p>Photography and Videography Services: Still photography and video production, all types of lighting and production equipment in both the photography and videography field. Subcontractor also owns up-to-date lighting and camera equipment to facilitate the capture of images of the highest quality suitable for reproduction in anything from web to print to billboard use.</p>

1. Percent of work to be performed by subcontractors under this contract: 12.33%

4.0 Project Management

4.01 Project Plan

The Contractor’s Project Manager must communicate with MWC, and copy the DNR, should any problems arise or changes need to be made to the campaign.

The Contractor’s Project Plan must identify at a minimum the following items:

- Contact personnel
- Project Management Process
Gantt chart which identifies each task, sub-task, estimated dates of activity, staff (by name) associated with tasks and an estimated level of effort in hours to complete the task
- Expected frequency and mechanisms for updates/progress reviews
- Process for addressing issues/changes as they develop throughout the Contract and individuals responsible for receiving/reacting to any issues/changes

The Contractor MUST include within their project plan the following timelines for meetings, as well as Reporting in Section 4.03. Timeframes included in this table will be used for the calculation of liquidated damages, if applicable. The Contractor is not precluded from delivering early or in accordance with an otherwise mutually agreed upon schedule.

Task	Week (estimated)	Timeline (estimated)	Deliverables
1	0	Contract Start Date	
2	2	2 weeks after Contract start date	Initial meeting to discuss goals
3	5	3 weeks after first meeting	Provide MWC with marketing research plan ¹ PLAN #1
4	6	1 week after receipt of marketing research plan	Level 1 to approve research plan
5	8	2 weeks after MWC research plan approval	Begin research phase of plan
6	16	2 months after MWC research plan approval	Complete research



7	20	3 months after MWC research plan approval	Provide MWC with research results/analysis develop goals, REPORT #1
8	24	1 month after completing research	Provide MWC with marketing/media plan, and creative proposals ¹ PLAN #2
9	26	2 weeks after receipt of marketing/media plan, and creative proposals	Level 1 to approve marketing plan
10	30	1 month after approved marketing plan	Test message and creative, provide MWC with results ¹ REPORT #2
11	31	1 week after receipt of results REPORT #2	Level 1 to approve final creative
12	33	2 weeks after creative approval	Develop and deploy creative, purchase media
13		Within 60 days of end of campaign	Evaluate effectiveness, provide report and recommendations for subsequent year's plan ¹ REPORT #3

¹Presented during face-to-face meetings with MWC - Scheduled council meetings will dictate the date, time and place of these meetings.

Timeline is approximate and based on the availability of MWC, Contractor and subcontractors.

A. Contractor’s Contact Personnel:

Project Manager Andrea Nuss
 Email: Ness@gudmarketing.com

B. Project Management Process:

The Contractor must provide an updated Gantt chart at the kick-off meeting. The chart must include tasks/subtasks, timeline, staffing, level of effort, stopping points where approvals must be received before progressing and designated level of approval required.

C. Process for addressing issues/changes as they develop throughout the Contract and individuals responsible for receiving/reacting to any issues/changes:

All issues or changes must be managed by the Contractor’s Project Manager. The Project Manager must consult Contractor team members as required to determine the implications of any changes or issues. The implications and impact of any change or issue to project scope, budget, timing – or other significant deliverable must be summarized and discussed with the MWC, including the Contractor’s recommendations moving forward. A conference report or other document providing clear resolution and direction must be issued (and inserted into the online agency management system) as needed or, at a minimum, these items must be incorporated into the regular status updates via Basecamp. The Contractor must provide a clear understanding of all implications to changes or issues to make good decisions, provide good communication, and provide no surprises.

*Note: Dates provided below may change based on MWC work schedules to approve plans, questionnaires, etc.

4.02 Meetings

The Contractor must attend the following meetings:

Approx. Time Frame	Meeting goal
2 weeks after Contract start date	Initial meeting to discuss goals
3 weeks after first meeting	Provide MWC with marketing research plan ¹ PLAN #1



3 months after MWC research plan approval	Provide MWC with research results/analysis. REPORT #1
1 month after completing research	Provide MWC with marketing/media plan, and creative proposals ¹ PLAN #2
1 month after approved marketing plan	Test message and creative, provide MWC with results ¹ REPORT #2
End of campaign	Evaluate effectiveness, provide report and recommendations for subsequent year's plan ¹ REPORT #3

1. The DNR or MWC may request other meetings, as deemed necessary. If the DNR requests any meetings, the DNR will fully report to the MWC on the need for that meeting(s).

4.03 Reporting

A. The Contractor must submit, to the MWC and copy the DNR, the following written reports:

Frequency	Deliverables (Reports)
As needed	Verbal status update, Contractor project manager and MWC with a copy to DNR
Monthly	Written status update and action items
Monthly	Expense Report (media, services, status tracking on the percentage of total cost for 1 st year for research, message development, advertising and media purchases, and managing the campaign, etc.)
Quarterly	Report marketing plan performance,
Annual	Review marketing plan, research on performance of plan and message
Annual	Provide revised marketing plan and budget ² , based on research
Annual	Report on audience awareness, perceptions and attitudes towards hunting, fishing and trapping (metrics of success).

The DNR or MWC may request other reports, as deemed appropriate. If the DNR requests any reports, the DNR will fully report to the MWC on the need for that report.

B. All reports are due within 5 business days of the end of the month/quarter/year.

C. Contractor is required to provide a detailed planning and reconciliation of pre- and post-buy reporting.

1. Specific reports include:
 - a) Rate CPP industry benchmark against SQAD (Syndicated Quotes and data).
 - b) All buys guarantee delivery of at least 90% of the target audience goal.
 - c) Post buys should include any required ADU's to reconcile the buy in the 90% guaranteed delivery.
 - d) Regular, quarterly reporting will be required for proof of performance in this area
2. Planning and reconciliation reporting must be consistent in structure, and must include detailed and transparent information from credible third-party sources.
3. A planning report must be presented to MWC for approval prior to execution of the negotiated media contracts.
4. Formal quarterly post-buy media reports must be created and discussed in person with MWC. Each post-buy media report must contain proof of performance, a creative summary, and media analytics by media type (customizable upon MWC's request and the Contract's unique needs):
5. Digital/Social Dashboard must be customized for the specific needs of this Contract as detailed in Section 1.02.D.1.



6. Other/Miscellaneous Measurement reports for event sponsorships, earned media, and guerilla marketing efforts must be customized and agreed upon with the MWC prior to execution. Standardized terms of measurement are not readily available for such tactics; however, these marketing strategies are an important part of a comprehensive marketing plan.

5.0 Ordering

5.01 Authorizing Document

The state shall authorize and commit to the Contractor by issuance of the following:

- Purchase Order

6.0 Invoice and Payment

6.01 Invoice Requirements

1. All invoices submitted to the State must include:
 - (a) date; (b) purchase order; (c) description of the Contract Activities; (d) detailed unit pricing; (e) shipping cost (if any); (f) total price; and (g) status tracking report on the percentage of total cost incurred to date based on the work plan and narrative provided in Section 2.01 for each work component.
2. Contract Activities in Section 1.02 will be invoiced monthly as they are completed.
3. Invoices for media placement must include supporting documentation from the media source.

7.02 Payment Methods

The State will process payment via Electronic Funds Transfer.

Payments may be withheld until the Contractor fulfills their contractual requirements.

8.0 Liquidated Damages

Late or improper completion of the Contract Activities in Section 1.02 will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the baseline research and/or the implementation of the media buys.



STATE OF MICHIGAN

Contract No. 071B5500108

Michigan Wildlife Council Benefits of Hunting and Fishing Educational Media Campaign Services

EXHIBIT C

Pricing

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

A. Cost for baseline research:

Costs will be billed monthly and must be broken out to support the total cost:

Researcher Staff Time for research development:	Hourly Rate	Total Hours	Cost
Direct Cost for methods of research:			\$28,500.00
Researcher Staff time for research analysis:			
Chelsea Maupin	\$125.00		\$33,670.00
Jill Holden	\$140.00		
Elissa Crumley	\$190.00		
Total Cost			\$62,170.00

B. Cost for Message Development and Creative:

The Contractor must provide a cost proposal for message and creative development based upon the hourly rates of staffing involved in this phase of the project upon the completion of the research. The proposal will be reviewed and approved or negotiated with the MWC.

Key Personnel Role	Hourly Rate
Elissa Crumley, Principal	\$190
Joel Newport, Creative Director	\$190
Jill Holden, Senior Account Planner & Strategist	\$140
Andrea Ness, Director of Account Services	\$140
Keara Hanlon, Account Coordinator	\$125
Emmie Musser, Media Director	\$140
Mike Nowlin, Senior Public Relations & Policy Manager	\$140
Paul Tefft, Copywriter	\$125
Julie Krueger, Senior Art Director	\$125
Aaron McCall	\$125

C. Cost for Advertising and Media Purchases:

Costs must be a direct pass through from the Contractor to the State of Michigan. The costs must be without mark-up and must pass on any discounts earned in conjunction with such purchases. If any non-cash incentives or rewards are offered for the purchase of goods and services, the Contractor must attempt to negotiate a cash alternative to be passed on to the State.

D. Cost for Managing the Marketing Plan:

Key Personnel Role	Hourly Rate
Jill Holden, Senior Account Planner & Strategist	\$140
Andrea Ness, Director of Account Services	\$140
Keara Hanlon, Account Coordinator	\$125
Emmie Musser, Media Director	\$140
Mike Nowlin, Senior Public Relations & Policy Manager	\$140



Any changes to the approved annual spend plan MUST have prior written approval by the MWC and authorization from the DNR before purchasing any goods or services outside of the annual spending plan and operating plan.

2. Based on a projected annual budget amount of \$1.5M the Contractor estimates the cost breakdown as follows:

General Task	Estimated % of total cost for 1 st year
Research	9%
Message Development	18%
Advertising and Media Purchases	67%
Managing the Campaign	6%



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**” or sometimes referred to as the “**Client**”) and Pace & Partners, Inc. dba Gud Marketing (“**Contractor**”), a Michigan corporation. This Contract is effective on June 8, 2015 (“**Effective Date**”), and unless terminated, expires on June 7, 2016.

This Contract may be renewed for up to four additional option year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

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

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

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

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

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



If to State:	If to Contractor:
<i>Mary Ostrowski, Buyer</i> DTMB Constitution Hall 525 W Allegan St 1 st FLR NE Lansing, MI 48909 ostrowskim@michigan.gov (517) 284-7021 (p) (517) 335-0046 (f)	<i>Debbie Horak or Lisa Crumley</i> 1223 Turner Street, Suite 101 Lansing, MI 48906 horak@gudmarketing.com or crumley@gudmarketing.com (517) 267-9800

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

If to State:	If to Contractor:
<i>Mary Ostrowski</i> DTMB Constitution Hall 525 W Allegan St 1 st FLR NE Lansing, MI 48909 ostrowskim@michigan.gov (517) 284-7021 (p) (517) 335-0046 (f)	<i>Debbie Horak or Lisa Crumley</i> 1223 Turner Street, Suite 101 Lansing, MI 48906 horak@gudmarketing.com or crumley@gudmarketing.com (517) 267-9800

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract. MWC retains overall authority for implementation and content for the program. Changes for the program activities in Exhibit A must come from the MWC. (each a “**Program Manager**”):

If to State:	If to Contractor:
<i>Kristin Phillips</i> DNR Constitution Hall 525 W Allegan St 5 th FLR Lansing, MI 48909 phillipsk@michigan.gov (517)284-6065	<i>Andrea Ness</i> 1223 Turner Street, Suite 101 Lansing, MI 48906 ness@gudmarketing.com (517)267-9800

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.



Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

- 7. **Reserved**
- 8. **Reserved**
- 9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor,



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

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties'



respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the



State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

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

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

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.



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

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

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

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

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested



by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

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



termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

32. **Reserved**

33. **Reserved**

34. **Reserved**

35. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

36. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

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



organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

38. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
39. **Reserved**
40. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
41. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
42. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
43. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
44. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
45. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
46. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
47. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.



48. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
49. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
50. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
51. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
52. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”).
53. **Intellectual Property Rights.**
- a. **State Ownership of Work Product.** The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing:
- Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- to the extent any Work Product or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
- (A) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
- (B) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Work Product.
- b. **Further Actions.** Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of **Section 13.1**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein. Contractor hereby appoints the State as Contractor’s attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by the State otherwise fails, to do so.
- c. **State Materials.** The State will remain the sole and exclusive owners of all right, title, and interest in and to State Materials, including all Intellectual Property Rights therein. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.