



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA22000000618**

CONTRACTOR	CAMIS USA INC.
	130 Research Lane
	Guelph ON NIG 4T7
	Dan Garofalo
	800-371-6006 x 2066
	dan.garofalo@camis.com
	CV0065336

STATE	Program Manager	Various	Various
	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		LyonJ5@michigan.gov	

CONTRACT SUMMARY				
Central Reservation System				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 1, 2022	December 31, 2028	5 - 12 Months	December 31, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,089,591.64	\$0.00	\$16,089,591.64		

DESCRIPTION

Effective 2/11/2025, this change is to implement the following language to the ADA Requirements.

Accessibility Requirements.

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents.

Starting 4/24/2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Manny Rosales	(517) 241-4652	RosalesM@michigan.gov
DNR	Ross Feldpausch	517-284-6078	FeldpauschR@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Central Reservation System – WCAG 2.1 Compliance	Period of Coverage: 11-1-2024
Requesting Department: Department of Natural Resources (DNR)	Date: 12-31-2028
Agency Program Owner: Ross Feldpausch	Phone: 517-275-0033
DTMB Project Manager: Laura Brancheau	Phone: 517-355-1334

Brief description of services to be provided:

BACKGROUND:

This Change Authorization Request is subject to all terms and conditions of the Reservation System contract between Camis USA, Inc. and the State of Michigan. Except as expressly stated herein, all terms and conditions of the Contract shall remain in full force and effect upon execution of this request. This request is not valid until all parties sign it, the Issuing Office prepares a Contract Change Notice and the Department of Natural Resources issues a Purchase Order.

PROJECT OBJECTIVE:

This change is to document an agreement between the State of Michigan (aka the State) and Camis USA, Inc regarding the change from Web Content Accessibility Guidelines (WCAG) 2.0 to a minimum standard of at least WCAG 2.1. The full scope of the project is detailed below.

SCOPE OF WORK:

Project Background and Description	<p>The State of Michigan (SOM) has adopted the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as the minimum standard for digital accessibility.</p> <p>Systems that were built to WCAG 2.0 Level AA will need to be upgraded to at least the 2.1 Level AA <u>before the Federal enforcement date of April 24, 2026.</u></p>
Project Scope	<ul style="list-style-type: none"> Upon implementation of this change notice, all contract reference to WCAG 2.0 Level AA is replaced with WCAG 2.1 Level AA guidelines as the minimum standard.

STATEMENT OF WORK - IT CHANGE NOTICE

	<ul style="list-style-type: none"> All other references within the contract regarding Camis' responsibility to meet these minimum digital accessibility standards, remains the same. All other references within the contract regarding the State's responsibility to ensure compliance of these standards, remains the same. Camis will review the project scope and provide the State with a timeline for full implementation.
Timeline	<ul style="list-style-type: none"> Compliance with the new minimum standard will be met before the Federal enforcement date of April 24, 2026.
Evaluation	<ul style="list-style-type: none"> Camis will provide proof of compliance to the State before April 24, 2026 as outlined in the current contract under Accessibility Requirements. The State will perform an internal assessment of compliance to the new standard before April 24, 2026 <ul style="list-style-type: none"> Issues identified as being "out of compliance" will be remediated before April 24, 2026

TASKS:

Technical support is required to assist with the following tasks:

Camis will evaluate the central reservation system and conform to be at a minimum WCAG 2.1 Level AA, digital accessibility standard.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Program Owner has formally accepted them.

Deliverables for this project include:

Full compliance to the new standard will be met before April 24, 2026.

All other deliverables for this project are detailed in the scope of work.

ACCEPTANCE CRITERIA:

No changes to the contract as it relates to acceptance criteria.

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT CONTROL AND REPORTS:

No changes to the contract as it relates to project control and reports.

SPECIFIC DEPARTMENT STANDARDS:

All new and existing digital systems and content shall at a minimum, conform to WCAG 2.1AA

PAYMENT SCHEDULE:

No adjustments are being made to the payment schedule as outlined in the Master Contract # 220000000618

EXPENSES:

The cost for Camis to upgrade to the minimum WCAG 2.1AA is outlined below.

Contractor Staffing Category	Contract Rate	#Hours	Total	Discount	Total Cost
Lead Architect	\$275	35	\$9,625	70%	\$2,888
Senior Developer	\$245	16	\$3,920	70%	\$1,176
Programmer	\$215	80	\$17,200	70%	\$5,160
Project Mgr	\$365	40	\$14,600	70%	\$4,380
Support Services	\$120	0	\$0	70%	\$0
System Tester	\$180	60	\$10,800	70%	\$3,240
Business Analyst	\$275	40	\$11,000	70%	\$3,300
Field Technician	\$215	0	\$0	70%	\$0
Total			\$67,145		\$20,144

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT CONTACTS:

The designated Agency Program Owner is:

Ross Feldpausch
Department of Natural Resources
Constitution Hall
525 West Allegan
Lansing, MI 48933
517-284-6078 Work
517-275-0033 Cell
FeldpauschR@Michigan.gov

The designated DTMB Project Manager is:

Laura Brancheau
Department of Technology Management and Budget
Agency Services
Constitution Hall, First Floor
525 W Allegan
Lansing, MI 48933
517-335-1334
BrancheauL@michigan.gov

AGENCY RESPONSIBILITIES:

No changes to the contract as it relates to agency responsibilities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

No changes to the contract as it relates to where the work is to be performed.

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

No changes to the contract as it relates to expected contractor work hours and conditions.



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 220000000618

CONTRACTOR	CAMIS USA INC.
	130 Research Lane
	Guelph, ON NIG 4T7
	Dan Garofalo
	800-371-6006 x 2066
	dan.garofalo@camis.com
	CV0065336

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte (517) 219-2406 plattes3@michigan.gov	DTMB

CONTRACT SUMMARY

CENTRAL RESERVATION SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 1, 2022	December 31, 2028	5 - 1 Year	December 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		EXTENDED PURCHASING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,089,591.64	\$234,000.00	\$16,323,591.64		

DESCRIPTION

Effective 5/3/24, the parties add the attached Statement of Work for the purpose of allowing the Contractor to continue to provide a webstore to the State, while also providing fulfillment services. The State adds \$234,000.00 in funding to support the work that is being added, as described in the Statement of Work

Additionally, the Contract Administrator is changed to Sarah Platte.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 2/1/2022.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Manny Rosales	(517) 241-4652	RosalesM@michigan.gov
DNR	Ross Feldpausch	517-284-6078	FeldpauschR@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Central Reservation System	Period of Coverage: 2-1-2022
Requesting Department: Department of Natural Resources (DNR)	Date: 12-31-2028
Agency Program Owner: Ross Feldpausch	Phone: 517-284-6078
DTMB Project Manager: Laura Brancheau	Phone: 517-355-1334

Brief description of services to be provided:

BACKGROUND:

This Change Authorization Request is subject to all terms and conditions of the Reservation System contract between Camis USA, Inc. and the State of Michigan. Except as expressly stated herein, all terms and conditions of the Contract shall remain in full force and effect upon execution of this request. This request is not valid until all parties sign it, the Issuing Office prepares a Contract Change Notice and the Department of Natural Resources issues a Purchase Order.

PROJECT OBJECTIVE:

This change is to document an agreement between State of Michigan (aka the State) and Camis USA that allows Camis to continue to provide a Webstore on the Michigan public reservations website. Full scope of the project is detailed below.

SCOPE OF WORK:

Project Background and Description	<ul style="list-style-type: none"> Camis will continue to provide a webstore to the State while also providing fulfillment services. Fulfillment will be completed from our Ann Arbor location.
Project Scope	<ul style="list-style-type: none"> Camis will provide a webstore on the existing reservation website (midnrreservations.com). Camis will warehouse the items <ul style="list-style-type: none"> Camis will continue to sell the Non-Resident Annual Pass with the option to add additional passes Shipping will occur within 1-4 business days <ul style="list-style-type: none"> Items purchased by 2 PM (Monday – Thursday) will be shipped by the next business day

STATEMENT OF WORK - IT CHANGE NOTICE

	<ul style="list-style-type: none"> • Items purchased on a Friday – Sunday will be shipped by the following Tuesday • Camis will purchase envelopes and invoice the State • The State and Camis will jointly handle any returned/non-delivered items • Camis will combine any shipments going to the same address • The envelope will contain the pass(s) and a color printed packing slip • Shipping costs will be reviewed annually • The agreed upon fees will apply to postage for standard letter mail. <ul style="list-style-type: none"> ○ If we are to send items of different size or weight, we will have to discuss alternate pricing.
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TASKS:

Technical support is required to assist with the following tasks:

N/A

DELIVERABLES:

Deliverables will not be considered complete until the Agency Program Owner has formally accepted them.

Deliverables for this project include:

Deliverables for this project are detailed in the “Scope of work.”

ACCEPTANCE CRITERIA:

No changes to the contract as it relates to acceptance criteria.

PROJECT CONTROL AND REPORTS:

No changes to the contract as it relates to project control and reports.

SPECIFIC DEPARTMENT STANDARDS:

No changes to the contract as it relates to department standards.

STATEMENT OF WORK - IT CHANGE NOTICE

PAYMENT SCHEDULE:

No adjustments are being made to the payment schedule as outlined in the Master Contract # 220000000618

New rates paid / mthly invoice

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Per Item	\$1.50	Shipment per item to US Address	\$1.50	\$1.50/item
Per Item	\$2.25	Shipment per item to CA Address	\$2.25	\$2.25/item
% based	2.5%	Webstore sales	2.5%	2.5% / total sales

EXPENSES:

Impact on Contract:

- Increase \$ 234,000 for duration of remaining contract.

PROJECT CONTACTS:

The designated Agency Program Owner is:

Ross Feldpausch
 Department of Natural Resources
 Constitution Hall
 525 West Allegan
 Lansing, MI 48933
 517-275-0033 Cell
FeldpauschR@Michigan.gov

The designated DTMB Project Manager is:

Laura Brancheau
 Department of Technology Management and Budget
 Agency Services
 Constitution Hall, First Floor
 525 W Allegan

STATEMENT OF WORK - IT CHANGE NOTICE

Lansing, MI 48933
517-335-1334
BrancheauL@michigan.gov

AGENCY RESPONSIBILITIES:

No changes to the contract as it relates to agency responsibilities.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

No changes to the contract as it relates to where the work is to be performed.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

No changes to the contract as it relates to expected contractor work hours and conditions.

This purchase order is a release from Contract Number 220000000618. This purchase order, statement of work, and the terms and conditions of Contract Number 220000000618 constitute the entire agreement between the State and the Contractor.



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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000618**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Camis USA Inc.
	130 Research Lane
	Guelph, ON NIG 4T7
	Dan Garofalo
	800-371-6006 x 2066
	dan.garofalo@camis.com
	CV0065336

STATE	Program Manager	Various (see below)	
Contract Administrator	Sarah Platte	DTMB	
	517-219-2406		
	Plattes3@michigan.gov		

CONTRACT SUMMARY			
DESCRIPTION: Central Reservation System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2022	December 31, 2028	5 – 1 year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Master Agreement is awarded on the basis of RFP 210000002190. Orders for delivery will be issued directly by DNR.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$16,089,591.64

CONTRACT NO. 220000000618

Program Managers

AGENCY	NAME	PHONE	EMAIL
DNR	Ross Feldpausch	517-284-6078	feldpauschr@michigan.gov
DTMB	Manny Rosales	517-897-2320	rosalesm@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STATE OF MICHIGAN

SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and Camis USA Inc. (“**Contractor**”), a Delaware Corporation. This Contract is effective on February 1, 2022 (“**Effective Date**”), and unless terminated, will expire on December 31, 2028 (the “**Term**”).

This Contract may be renewed for up to 5 additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

1. Definitions. For the purposes of this Contract, the following terms have the following meanings:

“**Acceptance**” has the meaning set forth in **Section 9**

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 9.1** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 17.2(b)**.

“**Approved Third Party Components**” means all third party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor’s Bid Response or as part of the State’s Security Accreditation Process defined in **Schedule E – Data Security Schedule**.

“**Authorized Users**” means all Persons authorized by the State to access and use the Software under this Contract.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by law to be closed for business.

“**Business Requirements Specification**” means the initial specification setting forth the State’s business requirements regarding the features and functionality of the Software, as set forth in a Statement of Work.

“**Change**” has the meaning set forth in **Section 2.2**.

“**Change Notice**” has the meaning set forth in **Section 2.2(b)**

“**Change Proposal**” has the meaning set forth in **Section 2.2(a)**.

“**Change Request**” has the meaning set forth in **Section 2.2**.

“**Confidential Information**” has the meaning set forth in **Section 22.1**.

“**Configuration**” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

“**Contract**” has the meaning set forth in the preamble.

“**Contract Administrator**” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in a Statement of Work.

“**Contractor**” has the meaning set forth in the preamble.

“**Contractor’s Bid Response**” means the Contractor’s proposal submitted in response to the RFP.

“**Contractor Hosted**” means the Hosted Services are provided by Contractor or one or more of its Permitted Subcontractors.

“**Contractor Personnel**” means all employees of Contractor or any Subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

“**Contractor Project Manager**” means the individual appointed by Contractor and identified in a Statement of Work to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

“**Customization**” means State-specific changes to the Software’s underlying Source Code or structural data model changes.

“**Deliverables**” means the Software, Hardware and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in a Statement of Work and all Work Product.

“**Deposit Material**” refers to material required to be deposited pursuant to **Section 28**.

“**Documentation**” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software and Hardware..

“**DTMB**” means the Michigan Department of Technology, Management and Budget.

“**Effective Date**” has the meaning set forth in the preamble.

“**Fees**” means the fees set forth in the Pricing Schedule attached as **Schedule B**.

“**Financial Audit Period**” has the meaning set forth in **Section 23.1**.

“**Hardware**” means all equipment Contractor is required to provide under the Contract.

“Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“HIPAA” has the meaning set forth in **Section 21.1**.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“Implementation Plan” means the schedule included in a Statement of Work setting forth the sequence of events for the performance of Services under a Statement of Work, including the Milestones and Milestone Dates.

“Integration Testing” has the meaning set forth in **Section 9.2(a)**.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in the Contract.

“Loss or Losses” means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“Milestone” means an event or task described in the Implementation Plan under a Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under a Statement of Work.

“New Version” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“**Non-Conformity**” or “**Non-Conformities**” means any failure or failures of the Software or Hardware or any other component of the Site Solution to conform to the requirements of this Contract, including any applicable Documentation.

“**Open-Source Components**” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“**Operating Environment**” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“**PAT**” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“**Permitted Subcontractor**” means any third party hired or engaged by Contractor in accordance with Section 2.6 to perform Services for the State under this Contract or have access to State Data.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“**Pricing Schedule**” means the schedule attached as **Schedule B**.

“**Process**” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Representatives**” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“**RFP**” means the State's request for proposal designed to solicit responses for Services under this Contract.

“**Services**” means any of the services, including but not limited to, Hosted Services, Contractor is required to or otherwise does provide under this Contract.

“**Service Level Agreement**” means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

“**Site**” means the physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of the Software or Hardware, as applicable.

“**Site Solution**” means the combination of Hardware, Software, connectivity, and integration at each Site.

“**Software**” means Contractor’s software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

“**Source Code**” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“**Specifications**” means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, RFP or Contractor’s Bid Response, if any, for such Software, or elsewhere in a Statement of Work.

“**State**” means the State of Michigan.

“**State Data**” has the meaning set forth in **Section 21.1**.

“**State Hosted**” means the Hosted Services are not provided by Contractor or one or more of its Permitted Subcontractors.

“**State Materials**” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“**State Program Managers**” are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Statement of Work**” means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

“**Stop Work Order**” has the meaning set forth in **Section 15**.

“**Support Services**” means the maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

“**Technical Specification**” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in a Statement of Work.

“**Term**” has the meaning set forth in the preamble.

“**Testing Period**” has the meaning set forth in **Section 9.1(b)**.

“**Transition Period**” has the meaning set forth in **Section 16.3**.

“**Transition Responsibilities**” has the meaning set forth in **Section 16.3**.

“**Unauthorized Removal**” has the meaning set forth in **Section 2.5(b)**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 2.5(c)**.

“**User Data**” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input without the inclusion of user derived Information or additional user input.

“**WCAG 2.0 Level AA**” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“**Work Product**” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Duties of Contractor. Contractor will provide Services and Deliverables pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide all Services and Deliverables in a timely, professional manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement(s) of Work.

2.1 Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.2 Change Control Process. The State may at any time request in writing (each, a “**Change Request**”) changes to a Statement of Work, including changes to the Services and Implementation Plan (each, a “**Change**”). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

(a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (“**Change Proposal**”), setting forth:

- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal (“**Change Notice**”), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and

(c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform the Services under a Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

(d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2.3 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel 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 on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

2.4 Contractor Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor Project Manager, who will be considered Key Personnel of Contractor. Contractor Project Manager will be identified in a Statement of Work.

(a) Contractor Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
 - (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
 - (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.
- (b) Contractor Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.
- (c) Contractor will maintain the same Contractor Project Manager throughout the Term of this Contract, unless:
- (i) the State requests in writing the removal of Contractor Project Manager;
 - (ii) the State consents in writing to any removal requested by Contractor in writing;
 - (iii) Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.
- (d) Contractor will promptly replace its Contractor Project Manager on the occurrence of any event set forth in **Section 2.4(c)** . Such replacement will be subject to the State's prior written approval.

2.5 Contractor's Key Personnel.

- (a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, 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.
- (b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 16.1**.
- (c) 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 determine and remedy 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 **Section 16**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").
- (d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm

to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

2.6 **Subcontractors.** Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a) be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b) name the State a third-party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

3. 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: Sarah Platte 320 S. Walnut St Lansing, MI 48933 plattes3@michigan.gov 517-219-2406	If to Contractor: Dan Garofalo 130 Research Lane Guelph, ON, N1G 5G3 dan.garofalo@camis.com 800-371-6006 x 2066
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4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Software License.

5.1 **Reserved.**

5.2 **Subscription License.** Software is Contractor Hosted and Contractor is providing the State access to use its Software during the Term of the Contract only, then:

(a) Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;
- (iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and
- (iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 5.2(c)** below.

(b) License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

(c) Use. The State will pay Contractor the corresponding Fees set forth in the Pricing Schedule, which includes an unlimited license for all Authorized Users to access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

5.3 Reserved.

5.4 **State License Grant to Contractor**. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work. Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

6. Third Party Components. At least 30 days prior to adding new Third Party Components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any Approved Third Party Components included in the Software.

7. Intellectual Property Rights

7.1 Ownership Rights in Software

- (a) For purposes of this **Section 7** only, the term "Software" does not include Customizations.

(b) Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 7.1(c)**:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and
- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

(c) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

7.2 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

(a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) 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:

- (i) 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
- (ii) 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.

8. Software Implementation and Hardware Delivery and Installation.

8.1 Implementation, Delivery, and Installation. After Acceptance as set forth in section 9, Contractor will as applicable; deliver to each Site, and install, configure, integrate, and otherwise provide and make fully operational the Site Solution and any other Software and Hardware, at each Site on or prior to the applicable Milestone Date(s) in accordance with the criteria set forth in this Contract to ensure the Solution functions in accordance with Contract requirements at each Site. Contractor must install all Hardware in accordance with local building codes, local ordinances, manufacturer instructions and guidelines and any accessibility requirements. When Contractor has properly completed installation and necessary integration of Hardware, Software, and connectivity at each Site, it must provide the State with written notification that the Site Solution is ready for use at the Site in accordance with all functionality and Contract requirements.

9. Acceptance Testing. Unless otherwise agreed to in writing by the Parties, Acceptance Testing will occur as follows:

9.1 Acceptance.

(a) When Contractor notifies the State in writing that the Software, Hardware, connectivity, and other applicable components of a proposed Site Solution are ready for Acceptance Testing, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software and Hardware conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated location(s) described in a Statement of Work, commence on the Business Day following receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

- (i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
- (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

9.2 Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.4**, and **Section 9.5**. A Hardware Refresh as defined in the Service Level Agreement, is subject to Acceptance as set forth in this Section 9. Any other change to the Site Solution may also require Acceptance Testing.

(b) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within ten (10) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.4** and **Section 9.5**.

(b) If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to do its own Acceptance Testing and determine, in the exercise of its sole discretion, whether it is satisfied that the Site Solution contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or

- (ii) provide Contractor with a written notice of its Acceptance, which must be signed by the State Program Managers or their designees.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Site Solution, in accordance with the requirements set forth in this Contract. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

- (a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- (b) receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

9.5 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity after a second or subsequent delivery of the Site Solution, or Contractor fails to re-deliver the Site Solution on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

- (a) continue the process set forth in this **Section 9**;
- (b) accept the Site Solution as a nonconforming deliverable, in which case the Fees will be reduced equitably to reflect the value of the Site Solution as received relative to the value of the Site Solution had it conformed; or
- (c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

9.6 Acceptance. Acceptance ("**Acceptance**") of the Site Solution (subject, where applicable, to the State's right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State's delivery of a notice accepting the Site Solution under **Section 9.3(b)**, or **Section 9.3(c)(ii)**.

10. Reserved.

11. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

12. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;
- (d) consummation of a merger or consolidation of Contractor with any other entity;
- (e) a change in ownership through a transaction or series of transactions;
- (f) or the board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. Invoices and Payment.

13.1 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 pursuant to the Pricing Schedule. Invoices must include an itemized statement of all charges.

13.2 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 Services and Deliverables. 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.

13.3 The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

13.4 Right of Setoff. 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.

13.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

13.6 Fee Changes. All Fees, pricing, and rates, including but not limited to booking rates, set forth in this Contract will not be increased.

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

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract, including in any Schedule D – Service Level Agreements, are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

14.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

15. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 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 this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

16. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

16.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

- (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;
- (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
- (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:

- (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
- (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public

interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. Further, 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 Services from other sources.

16.2 Termination for Public Interest. 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 immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for public interest, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

16.3 Transition Responsibilities.

(a) Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22.5** regarding the return or destruction of State Data at the conclusion of the Transition Period; and
- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

(b) Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

17. Indemnification

17.1 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).

17.2 Indemnification Procedure. 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:

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, 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.

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

18. Infringement Remedies.

18.1 The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

18.2 If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

(a) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(b) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

18.3 If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(a) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(b) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

18.4 If Contractor directs the State to cease using any Software under **Section 18.3**, the State may terminate this Contract for cause under **Section 16.1**. Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

(a) Contractor's compliance with any designs, specifications, or instructions of the State; or

(b) modification of the Software by the State without the prior knowledge and approval of Contractor.

19. Disclaimer of Damages and Limitation of Liability.

19.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

20. 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 Permitted Subcontractor, or an officer or director of Contractor or Permitted 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:

(i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or

(ii) 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.

21. State Data.

21.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to:
 - (i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and
 - (ii) protected health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations.

21.2 State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

21.3 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must:

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- (c) keep and maintain State Data in the continental United States and
- (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent.

21.4 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence;
- (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;
- (c) in the case of PII or PHI, at the State's sole election:
 - (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or
 - (ii) reimburse the State for any costs in notifying the affected individuals;
- (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals;
- (e) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;
- (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and
- (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to

any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

21.6 The parties agree that any damages relating to a breach of **Section 21.5** are to be considered direct damages and not consequential damages. **Section 21** survives termination or expiration of this Contract.

22. 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. This **Section 22** survives termination or expiration of this Contract.

22.1 Meaning of Confidential Information. The term “**Confidential Information**” means all information and documentation of a party that:

- (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or,
- (c) should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was or is:

- (d) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- (e) already in the possession of the receiving party without an obligation of confidentiality;
- (f) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- (g) obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- (h) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 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 the Contractor’s subcontractor is permissible where:

- (a) the subcontractor is a Permitted Subcontractor;
- (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor’s responsibilities; and

(c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

22.3 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. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

22.4 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.

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business 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. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

23. Records Maintenance, Inspection, Examination, and Audit.

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

23.2 Right of Inspection. Within ten (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 Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

24. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services are included in the Fees.

25. Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

26. Training. Contractor will provide, at no additional charge, training on all uses of the Software and Hardware permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training.

27. Maintenance Releases; New Versions

27.1 Maintenance Releases. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

28. Source Code Escrow

28.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. The cost of the escrow will be the sole responsibility of Contractor.

28.2 Deposit. Within thirty (30) business days of the Effective Date, Contractor will deposit with the escrow agent, pursuant to the procedures of the escrow agreement, the Source Code for the Software, as well as the Documentation and names and contact information for each author or other creator of the Software. Promptly after release of any update, upgrade, patch, bug fix, enhancement, new version, or other revision to the Software, Contractor will deposit updated Source Code, documentation, names, and contact information with the escrow agent.

28.3 Verification. At State's request and expense, the escrow agent may at any time verify the Deposit Material, including without limitation by compiling Source Code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 28.2** above:

- (a) Contractor will promptly deposit conforming Deposit Material; and

(b) Contractor will pay the escrow agent for subsequent verification of the new Deposit Material. Any breach of the provisions of this **Section 28.3** will constitute material breach of this Contract, and no further payments will be due from the State until such breach is cured, in addition to other remedies the State may have.

28.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material, provided the State may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 22** (Non-disclosure of Confidential Information) of this Contract (provided no provision of **Section 22.4** calling for return of Confidential Information before termination of this Contract will apply to the Deposit Material).

29. Contractor Representations and Warranties.

29.1 Authority. Contractor represents and warrants to the State that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

29.2 Bid Response. Contractor represents and warrants to the State that:

(a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

(c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

29.3 Software Representations and Warranties. Contractor further represents and warrants to the State that:

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

(c) it has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(d) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(e) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i) conflict with or violate any applicable law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(f) when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, the Hosted Services, if applicable, or Documentation as delivered or installed by Contractor does not or will not:

(i) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable law;

(g) as provided by Contractor, the Software and Services do not and will not at any time during the Term contain any:

(i) Harmful Code; or

(ii) Third party or Open-Source Components that operate in such a way that it is developed or compiled with or linked to any third party or Open-Source Components, other than Approved Third Party Components specifically described in a Statement of Work.

(h) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(i) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract;

(j) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;

(k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;

(l) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software;

(m) all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional costs;

(n) If Contractor Hosted:

- (i) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (ii) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;
- (iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature; and

(o) During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software or with the Hosted Services, if applicable, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

29.4 Hardware Representations and Warranties. Contractor represents and warrants that:

- (a) all Hardware is delivered free from any security interest, lien, or encumbrance and will continue in that respect;
- (b) the Hardware, as used under the Contract, will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- (c) it is the legal and beneficial owner of the entire right, title and interest in and to the Hardware; and
- (d) it has and will retain the unconditional and irrevocable right, power and authority to provide to the State the Hardware throughout the Term and any additional periods during which Contractor does or is required to provide Hardware to the State,

29.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

30. Offers of Employment. During the first twelve (12) months of the Contract, should Contractor hire an employee of the State who has substantially worked on any project covered by this Contract without prior written consent of the State, the Contractor will be billed for fifty percent (50%) of the employee's annual salary in effect at the time of separation.

31. 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 Permitted Subcontractor that provides Services and Deliverables in connection with this Contract.

32. Compliance with Laws. Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

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

34. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

35. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

36. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

37. Force Majeure

37.1 Force Majeure Events. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other

party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

37.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

37.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

(a) in no event will any of the following be considered a Force Majeure Event:

- (i) shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or
- (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 21** (State Data), **22**(Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

38. 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. 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 fifteen (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.

39. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

40. 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.

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

42. Survival. The rights, obligations and conditions set forth in this **Section 41** and **Section 1** (Definitions), **Section Error! Reference source not found.** (Transition Responsibilities), **Section 17** (Indemnification), **Section 19** (Disclaimer of Damages and Limitations of Liability), **Section 21** (State Data), **Section 22** (Non-Disclosure of

Confidential information), **Section 29** (Contractor Representations and Warranties), **Section 53** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

43. Reserved.

44. Reserved.

45. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

46. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

47. Accessibility Requirements.

47.1 All Services and Deliverables provided by Contractor, including without limitation the Call Center and Hardware must be accessible and usable by persons with disabilities and must comply with all applicable laws regarding accessibility, including but not limited to the Americans with Disabilities Act and the 2010 ADA Standards for Accessible Design. For kiosks, Contractor must provide a third party certification of conformance to a neutral checklist of accessibility provisions. All Software, applications, and websites, including without limitation any point-of-sale or kiosk user interfaces, provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA

47.2 WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

- (a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
- (b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
- (c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor’s Software to WCAG 2.0 Level AA;
- (d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor’s Software;
- (e) upon the State’s written request, provide evidence of compliance with this Section by delivering to the State Contractor’s most current PAT for each product provided under the Contract; and
- (f) participate in the State of Michigan Digital Standards Review described below.

47.3 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

47.4 Warranty. Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

47.5 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

47.6 Failure to comply with the requirements in this **Section 47** shall constitute a material breach of this Contract.

- 48 **Further Assurances.** Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.
- 49 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 50 **Headings.** The headings in this Contract are for reference only and do not affect the interpretation of this Contract.
- 51 **No Third-party Beneficiaries.** This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.
- 52 **Equitable Relief.** Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

53 **Effect of Contractor Bankruptcy.** All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to “intellectual property,” and all Software and Deliverables are and will be deemed to be “embodiments” of “intellectual property,” for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the “Code”). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding:

53.1 all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor’s rejection of this Contract; and

53.2 the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Deliverables, and the same, if not already in the State’s possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

54 **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule A – Table 1	Business Specifications Worksheet
Schedule A – Table 2	Refund Matrix
Schedule A – Table 3	Locations & Resource Availability Summary
Schedule B	Pricing
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule D – Attachment 1	Contact List
Schedule E	Data Security Requirements
Schedule E – Attachment 1	PCI Compliance and CEPAS
Schedule F	Disaster Recovery Plan/Contingency and Incident Handling and Response Plan
Schedule G	Transition Out Plan
Exhibit 1	Summary of High-Level Features and Policies Adhered to within the Existing CRS
Exhibit 2	Estimated Transactional Volume
Exhibit 3	Call Center Call Volume
Exhibit 4	Current Hardware Deliverables and Physical Locations
Exhibit 5	Statewide Summary of Primary and Secondary Connectivity Type Currently Used

55 **Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

56 **Entire Agreement.** These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the “Contract”) constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions,

the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

This schedule identifies the requirements of the Contract.

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
24x7x365	A service that will be present regardless of current time or day. Specifically, 24 hours a day, 7 days a week, 365 days a year including the 366 th day in a leap year.
Ad-Hoc Report	A reporting system which allows the business users to create specific, customized queries. Typically, this would be via a user-friendly GUI-based system without the need for in-depth knowledge of SQL, or database schema.
A-Frame	A designated building made available to the general public for lodging purposes. Amenities include but are not limited to, 2 single beds, table, 2 chairs, heat, and electricity
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Alias	A listing of parks and campgrounds cross referenced to the official name of the park facility, e.g. "Wamplers Lake Campground" refers to the campground at Hayes State Park but is not the official name of the campground.
AVS	Address Verification Service, AVS is a service used in the United States to verify a cardholder's billing address. This service provides fraud prevention for transactions that are completed without a credit card being physically presented, usually for mail-order, telephone or internet purchases.
Back Country	A category in which the resources are all rustic and require the customer to hike to.
Bunkhouse	This resource has a capacity of up to 24 occupants. Amenities include electricity, heat and up to 24 beds (bunk bed style)
Cabin	A designated building made available to the general public for lodging purposes. Amenities and occupancy vary by cabin type: mini cabin, camper cabin, deluxe camper cabin, cottage cabins, or rustic cabin.
Call Center	A Michigan-based location housing the telephone operators where reservation and information requests are received.
Camp	A single camp will consist of not more than 6 persons occupying one site One or two parents or guardians may occupy a single site with their dependent minor children. DNR reserves right to redefine based on current policy.
Camper Cabin	A designated building made available to the general public for lodging purposes. Amenities include but are not limited to 2-3 separate rooms (1-2 bedrooms and a living space), sleeps 6, has table, chairs, microwave, refrigerator, heat, and electricity
Campground	A designated camping facility in a State park, recreation area or forest management facility and may be reservable or non-reservable
Campground Type	The level of service provided in a campground
Camping Equipment Type	The type and size of a customer's camping equipment i.e. tent, tent- trailer, trailer, motor home, car, boat, 5th wheel, truck camper, etc

Campsite	A single unit in a campground designated for occupancy as determined by the DNR.
Cancellation	A contact by the reservation party to cancel the entire reservation; it may include the refund of fees based on current business rules
Cash Drawer	Physical and virtual drawer which comprises all transactions for an employee within a shift, by day, including a beginning change fund balance.
CEPAS	Centralized Electronic Payment Authorization System is the internet based electronic processing system used by the State of Michigan to authorize and house all electronic transactions including credit/debit cards and electronic checks.
Chapel	A historic building at Hartwick Pines that is reserved in blocks of time.
COTS	Commercial off the shelf software
Cottage Cabin	A designated building made available to the general public for lodging purposes. Amenities include but are not limited to 3 separate rooms (2 bedrooms and a living space), sleeps 6, has table, chairs, microwave, refrigerator, heat, and electricity.
CRS	Central Reservation System (also known as Solution)
Credit/Debit Cards	All electronic payment cards bearing the MasterCard, Visa or Discover logo. This includes debit cards which are connected to a checking account at a cardholders banking institution. For the purposes of this system all such cards are processed as credit cards.
Customer Pass	Also known as a Camper Pass, Lodging Pass, or Harbor Pass that auto prints upon check-in and is generally displayed in a visible location during a customer's stay.
Customization	Software which is specially developed for a specific organization or user. As such, it can be contrasted with the use of software packages developed for the mass market, such as commercial off-the-shelf (COTS) software, or existing free software.
Data Center	Contractor facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.
Day Dockage	When a vessel moors within a harbor slip or broadside for the day only and does not stay overnight.
Day-Use Shelter	A reservable resource for a day use activity and are reserved by the day or select time allotment. (Also referred to as a Shelter)
Deliverables	Physical goods and/or commodities as required or identified by a Statement of Work DNR: Department of Natural Resources
DNR	Michigan Department of Natural Resources
Double Booking	Any inventory that has been reserved for two different users at the same time
Equestrian Camp	A camping resource in which the campsite is specifically designed and intended for customers camping with horses.
Field Location	Any location where camping, boating or other recreational opportunities take place.

Fiscal Year	October 1 through September 30 of the following calendar year.
Forest Campgrounds	(aka Forest Recreation Areas) Rustic or semi-modern campground
Full Amenity Cottage	Designated building made available to the general public for lodging purposes. Amenities include but are not limited to 3 separate rooms (2 bedrooms and a living space), sleeps 6, has table, chairs, microwave, refrigerator, heat, and electricity. Has a full bathroom and kitchen.
GAAP	Generally accepted accounting principles that refer to a common set of principles, standards, and procedures that ensure regularity, consistency, and standard methods.
GeoDomes	The building is a geodesic dome style construction. Amenities include but are not limited to, 4 single beds, table, chairs, heat, and electricity.
GIA	Grant-In-Aid; a harbor or marina that is not operated by the state, but that is operated by a local unit of government within the State of Michigan and is part of the Central Reservation System.
Group Camps	Rustic camps used to accommodate both youth and non-youth groups. Youth and non-youth groups do not occupy the space at the same time. Occupancy and fee structure are defined in DNR Parks and Recreation policy 8.1.
Headquarters	The administrative office at most field locations.
Help Desk	The technical support team for the software that includes support staff for DNR front line staff that assist in troubleshooting system performance issues. This also includes configuration staff to assist in making changes to the system that have been requested by DNR. Front line help desk staff are located within the MI based Call Center.
Local Sale	Any resource inventory that is only available for registration by the managing unit.
Michigan Based	Physically located in Michigan.
Mini Cabin	A designated building made available to the general public for lodging purposes. Amenities include but are not limited to, 4 single beds (bunk style), table, 2 chairs, heat, and electricity.
Modern Lodge	A designated building made available to the general public for lodging purposes. These are typically old park manager residence houses that have been converted to rentals. Amenities include full kitchens, full bathrooms, large bedrooms and typically all linens are provided.
Modification	Request by the reservation party to add or delete nights from the camping stay or to change the reservation period, including the additional payment or refund of monies, as appropriate. These include, site or slip transfers, extensions, or reservation date modifications.
Mooring Buoy	A reservable buoy that is anchored within the harbor that boats may connect to.
Natural Resources Commission (NRC)	The Michigan Natural Resources Commission (NRC) is a seven-member public body whose members are appointed by the Governor and subject to the advice and consent of the Senate. They are charged with setting DNR policy and fees.
Occupant	The name of the person who is actually occupying a campsite or harbor slip. This name may be different from the customer name.
Park or Recreation Area	A Parks & Recreation Division administered property identified as a separate park or recreation area and may be a grouping of campsites or loops.

Parks & Recreation Division	The portion of the DNR charged with the administration and management of state parks, recreation areas and state harbors.
PCI Compliant	Payment card industry (PCI) compliance is adherence to a set of specific security standards that were developed to protect card information during and after a financial transaction. PCI compliance is required by all credit card brands.
Permitted Subcontractor	Any third party hired by Contractor to perform Services for the State under this Contract or have access to State Data, as set forth in the Contract Terms
POD	Print On Demand
POS	Point of Sale - A revenue transaction generated from the sale of goods, merchandise, or reservable inventory at a physical location using a POS computer/terminal which captures data and customer payment information.
PII	Personally Identifiable Information (PII), as used in information security, is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.
PRD	Parks & Recreation Division
Program	Defined business areas within the scope of the parks and recreation division. For example, state parks, state harbors, GIA harbors, etc..
RAM Center	Ralph A. MacMullan Conference Center. This facility has multiple lodges and conference spaces. Lodging is reserved per person with multiple rate structures. A variety of point of sale items, including meals.
Real Time	The actual time during which a process or event occurs.
Recreation Passport	A permit that is required on all motorized vehicles entering a state park, recreation area, state harbor and some boating access sites (BAS). The fees are based on resident or non-resident.
Reservable Resources	Any campsites, harbor slips, lodging opportunities, or day-use rentals subject to advance reservation through the central reservation system.
Reservation Booking Window	That period of time the Contractor will be required to accept and process reservation transactions for a reservable unit based on a specific date (e.g. on December 20th a campsite can be booked for an arrival on June 20th - 6 months to the date in advance). The window varies based on type of reservable inventory and may be subject to change. No reservations are accepted outside of the reservation booking window.
Reservation ID	A unique and specific number assigned to each reservation transaction whether tentative or confirmed.
Retail Inventory	Commodities for sale.
Rustic Cabins	Cabins that do not have electricity or running water available. Typically heated by wood stove or propane heater.
Safari Tents	A large, rustic "glamping" style canvas tent built on a deck platform that has no electricity or running water available.
Serialized Stock	A retail sale item sequentially tracked within the Solution's inventory management from receipt, product assignment, and sale.

Shelter	Refer to Day-Use Shelter
Site Type	Site classification based on the size of the actual campsite and the maximum equipment type it can hold.
Site/Slip Specific Reservation	Reservations that guarantee a specific site/slip in advance of a customer's arrival.
Slip	A single unit designated for occupancy within a harbor.
Static Report	A report which presents data without extensive prompting from the user
State Harbors	Harbors or Marinas that are state of Michigan owned and operated.
Teepee	The teepee has a solid floor, a closeable flap and sleeps up to four people in bunk beds or cots.
Tiny House	A cabin that is built upon a trailer frame that is mobile. Amenities include electricity, heat, small kitchenette, and bunk beds.
Waterways Commission	The Commission is responsible for the acquisition, construction, and maintenance of recreational harbors, channels, docking and launching facilities, and administration of commercial docks.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.
Yurt	A circular, straight walled canvas tent structure built upon a deck platform. Amenities include bunk beds, small kitchenette and heat. Some have electricity available, and some may include heat (wood or propane).

2. BACKGROUND

The State of Michigan (State), through the Department of Technology, Management and Budget (DTMB) and Department of Natural Resources (DNR) issued an RFP for the Central Reservation System (CRS), resulting in this Contract. This Solution will allow state park & recreation areas, state forest campgrounds, state harbors, and grant-in-aid harbors to input, track and process sales of campsites, overnight lodging, harbor slips, day use facilities, Recreation Passports, and retail products.

The Solution must be available 24x7x365. Solution must be a Commercially available Off-The-Shelf (COTS) Solution with configuration, customized, enhanced, and/or modified to satisfy the requirements of the Contract. Solution must be turn-key, with the Contractor providing all required resources including but not limited to software, hardware, connectivity, training, call center, primary & secondary connectivity and support. Contractor support must adhere to State policies and standards.

The Solution must be implemented no later than November 1, 2023; reference timeline in **Schedule A – Statement of Work/Section 24**.

Solution will be accessed by the Public.

PROJECT SCOPE

Michigan state parks and harbors currently consist of the following:

- There are 87 park locations and 48 harbors with over 17,000 reservable resources.
- There are more than 100 rustic forest campgrounds.
- Campgrounds and harbors may have anywhere from 5 to 500 sites or slips
- There are currently 48 of Michigan's 91 harbors using the reservation solution which represent over 3,500 harbor slips:
 - 12 administered by the DNR
 - 36 administered by local units of government under Grant In Aid (GIA) agreements
- Michigan parks and forest campgrounds have the following accommodations:
 - Modern campsites
 - Rustic campsites
 - Modern lodges
 - Yurts
 - Mini cabins
 - Camper cabins
 - Deluxe camper cabins
 - Cottage cabins
 - Pop-ups
 - Tepees
 - Tents/ Safari tents
 - Horseman's day use and overnight camping facilities
 - Group camping opportunities
 - Full Amenity Cottages
 - A-Frames
 - Bunkhouses
 - Geo Domes
 - Tiny Houses
- Michigan harbors have the following accommodations:
 - Seasonal slips
 - Transient slips
 - Broadside
 - Mooring Buoys
 - Day Dockage
 - Rafting

The Solution must include without limitation all the software, hardware (including all cables, back-up power supply, etc), connectivity (primary and secondary), Michigan based call center, help desk support, training, advanced reporting functionality, gift card functionality and supplies (physical card and e-card), accounting support for daily reconciliation, integration with required State systems, and provides all of the paper and printing supplies necessary for use with the Solution. The Solution must meet the requirements in **Schedule A – Table 1 – Business Specification Worksheet**.

3. IT ENVIRONMENT RESPONSIBILITIES

Contractor must meet all State Policy Standards and Procedures (PSP's), public and non-public applicable to this Contract set forth in **SCHEDULE E – Data Security Requirements**.

Contractor must maintain and operate its **Disaster Recovery Plan/Contingency Plan and Incident Handling and Response Plan provided in Schedule F**.

Contractor is providing a Contractor Hosted Software Solution.

Definitions:

Facilities – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

Infrastructure – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

Platform – Computing server software components including operating system (OS), middleware (e.g., Java runtime, .NET runtime, integration, etc.), database and other services to host applications.

Application – Software programs which provide functionality for end user and Contractor services.

Storage – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations.

Backup – Storage and services that provide online and offline redundant copies of software and data.

Development - Process of creating, testing and maintaining software components.

Component Matrix	Identify contract components with contractor or subcontractor name(s), if applicable
Facilities	<ul style="list-style-type: none"> Contractor must use Azure datacenters in the US to host the development and delivery platform for the Contractor's application Contractor must use AWS datacenters in the US to host the Genesys Contact Center platform. Contractor subscribes to the Genesys Contact Center platform (Genesys CRM), which is part of Contractor's Solution. <p>Both facilities meet Tier III and IV datacenter guidelines as established by the Uptime Institute.</p>
Infrastructure	Production and testing infrastructure used in the Contractor's Solution is fully provisioned by Azure, or AWS for the Genesys contact center platform, without the need for additional infrastructure components. However, Contractor's development infrastructure tools leverage a hosted Github resource as the source code repository.
Platform	<p>The Contractor's application is built on top of Azure Platform as a Service components. These components include SQL DB, Web Apps, Front Door, and Redis Cache.</p> <p>The Genesys contact center platform uses AWS Elastic Compute Cloud, Kinesis Analytics, and Augmented AI services.</p>
Application	Tableau – This component runs as a Virtual Machine within Azure and provides the Contractor's application with flexible reporting capabilities.
Storage	Storage is provided by the various Azure PaaS components used by the Contractor's solution, as well as Azure Storage. Genesys Contact Center platform storage is provided by AWS.
Backup	All backups are provided by Azure PaaS components for various retention periods and in different Azure regions. Additional Virtual Machine configurations are backed up and stored on Azure Storage partitions in different Azure regions. Genesys Contact Center platform backup is provided by AWS.
Development	The product development process used by the Contractor for the creation, test, and maintenance of software components follows an agile software development life cycle. Dedicated hosted environments in Azure using the same test and production Azure components are created and used by developers.

The Contractor’s Solution uses hosting and platform solutions by **Azure**, and the **Genesys** contact center platform hosted in AWS.

As part of the services the Contractor will provide, authorized Contractor staff will require access to the data collected by Contractor on behalf of the State.

4. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

5. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read/Write	450,000	4,000
State Employee	Read/Write/Administrative	1,257	250
Approved Third Party*	Read/Write/Administrative	200	75

*Entities that have agreements with the State to utilize the CRS through the State, and whose bookings are included as part of the pricing.

Contractor Solution must meet at a minimum the number of concurrent Users identified in the table above.

The Contractor’s Solution runs on Azure Platform-as-a-service (PaaS) products. Using Azure’s PaaS products allows Contractor to scale the required resources up (increased processing power and available memory for both database and web servers) and out (increased number of instances of web servers available to serve requests from users). The scaling operations are designed to allow operations to continue without interruption. Contractor continuously monitors performance metrics to pre-schedule scaling operations based on anticipated usage (e.g., holiday rushes), sets automatic scaling based on resource usage thresholds (e.g., CPU usage above 90% for more than 2 minutes), and can scale resources on an ad-hoc basis if unexpected demand is observed (e.g., a performance issue is noticed before auto-scaling occurs).

The pre-scheduled scaling operations are based on historical data (usage by public citizens in prior years) and on the results of load tests performed regularly by members of the Contractor’s development team. The load tests are designed to mimic the usage patterns of public citizens to increase confidence that the load test results will provide an accurate representation of the public’s experience using the software. Load tests are performed on a regular basis to provide ongoing insight into performance of the Solution as changes are made.

6. ACCESS CONTROL AND AUTHENTICATION

The Contractor’s solution must integrate with the State’s IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (https://www.michigan.gov/dtmb/0,5552,7-358-82547_56345_56351_69611-336646--,00.html), which consist of:

- 6.1 MILogin/Michigan Identity, Credential, and Access Management (MICAM). An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.
- 6.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
- 6.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

To integrate with the SOM MILogin solution, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

7. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise directed by the State.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

Data will only be purged upon written request from the State. Upon request from the State to purge State Data, Contractor must permanently sanitize or destroy such State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. The Contractor must certify the destruction of the State Data in writing within five (5) Business Days from the date of destruction.

8. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting providers.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard
- Browser support is required to include both desktop, and mobile & tablet browsers.

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

A software release plan is created to schedule the major releases of the Contractor's application. All releases include detailed release notes and are made available to the State for testing prior to the scheduling of a production release. All releases are first deployed to the UAT environment, and after internal verification, are made available for the DNR

testing. The DNR will be notified of these updates and full release notes will be provided. These release plans will include all architecture changes that are directly related to the Contractor’s application.

Contractor must notify the State of all architectural changes and all such changes must be reviewed and approved by the State prior to implementation.

Contractor’s application for both State staff and the public reservation website do not require the use of any plug-ins to use the software.

9. SOFTWARE

Software requirements are identified in **Schedule A – Table 1, Business Specification Worksheet**.

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis (e.g., January, April, July, October) and/or if a new third party or open source component is used in the performance of this Contract.

Look and Feel Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

Software Responsiveness

When the software will be used on a mobile device as define in **Schedule A – Table 1, Business Specification Worksheet**, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

SOM IT Environment Access

Contractor access to State environments must be through one of the following methods:

- State provided VDI infrastructure.
- State provided and managed workstation device.
- Contractor owned and managed workstation maintained to all State standards.
- Contractor interface required for contracted systems which are required to maintain to State standards per the **Schedule E – Data Security Requirements**.
- The Contractor’s solution must be web-based.
- Contractor will continuously deliver improvements and enhancements to the CRS. The Contractor will not withhold work from clients or require additional fees to receive updates to the latest version of product.”

Below is the Contractor’s identified third-party components, including open source components included with or used in connection with the proposed Solution.

- Moneris – Payment processing integrations
- Bambora / Ingenico – Payment processing integrations
- CEPAS / MiCaRS – Payment processing and reporting integrations
- Genesys Purecloud – Integration to provide ‘pause and resume’ call recording capability in the call center to protect credit card information
- Genesys PureCloud Chat – Integration to provide ‘chat’ capability on the reservation website
- Tableau – Business intelligence reporting capability
- Telerik Reporting – Operational reporting capability
- Microsoft Exchange – Integration for email notifications to customers
- Twilio – Integration for text message delivery
- Queue-it – Integration to manage high demand web volume for specific launch dates
- DataDome – Integration for online protection against Bots
- Microsoft AD FS – User verification through central controls

- Google Analytics – Monitoring and reporting on system activity
- Key West Gates – Integration for unstaffed park access
- Ventek International – Integration for reporting self-serve vehicle pass payments
- JIRA – Issue tracking software to enhance the visibility of current issues
- Confluence – Provides access to the client-specific user guide for park operators
- Splunk – System performance monitoring and analysis tool

Some of the integrations, including Moneris and Bambora, listed above are client specific integrations and are not enabled for the DNR.

10. HARDWARE

The Contractor must provide all hardware necessary to perform the requirements of the Contract and must meet the requirements in **Schedule A – Table 1 – Business Specification Worksheet**. If any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware must be provided to the State by the Contractor at no additional charge

To ensure all DNR Field locations in the State of Michigan encounter no downtime during the transition to the new Contract, Contractor must ensure all hardware required to meet business specifications in this Contract will be in place by Spring 2023 and all remaining existing hardware will be replaced during the scheduled Spring 2025 maintenance. Contractor will visit all DNR Field Locations, including new locations specified during these dates. Contractor will assure DNR that all connections and hardware for every location in the maintenance schedule will be completed and operational prior to the start of the 2025 use season (i.e. location opening dates vary by location).

Replacement Schedule – Hardware refresh

All Contractor orders will be submitted to any vendors no later than December 31st of the previous year. This ensures Contractor receives the vendor's new product line during the month of January. Contractor will apply a computer configuration to the new computer model and test all peripherals thoroughly prior to implementing the hardware during Spring maintenance visits. During maintenance visits, Contractor will replace all existing hardware that has exceeded its warranty period. Contractor will then replenish every location with new computer and peripheral hardware. Notwithstanding the foregoing, all configurations must be approved by the State and are subject to the Acceptance Testing provisions in the Contract terms.

Regardless of configuration (stationary or mobile), all equipment will function in a wired, wireless, and Bluetooth mode. In addition, all mobile setups will also include an integrated cellular modem.

11. CUSTOMER CALL CENTER/CLIENT HELP DESK SOLUTIONS

Call Center Solution

The Contractor must establish/use a Michigan based “call center” with employees who are trained on Michigan reservations business rules, policy and procedures. Contractor's call center support hours are as follows:

- 7 days a week, during the hours provided below:
 - Monday – Friday 8:00 am – 8:00pm EST
 - Saturday & Sunday 9:00am – 5:00pm EST
- Remote Phones Extended hours
 - Monday – Friday 8:00 pm – 10:00pm EST
 - Saturday & Sunday 5:00pm – 10:00pm EST

The call center will experience hardware upgrades based on internal guidelines for service life of current equipment. As changes need to be made to hardware, they will be deployed to the call center during times of lowest impact, and thoroughly tested for functionality and compatibility before deployment. Upgrades of this nature will happen during the period of lowest overall call center usage to minimize the impact of these changes to the call center.

Phone system upgrades will be processed depending on need, but only during periods of least impact to the call center. Should any phone system maintenance need to be implemented during the reservation season, it will be limited to overnight hours whenever possible.

Reservations software updates for the call center will take place as needed, and synchronized with in park and internet updates. Other software updates to the call center can be implemented on an as-needed basis, and will occur during periods of least impact to the call center, or during scheduled maintenance windows.

Note: Call Center is closed on Christmas Day and New Year's Day.

The Contractor does not subcontract call center services to 3rd parties.

The Contractor will configure customer satisfaction surveys through its Contact Center platform, results will be monitored weekly by call center management staff and shared with the DNR.

Client Help Desk Solution

Contractor must provide a Client Help Desk. The Client Help Desk must cover all areas of operation (software/hardware/connectivity). Support hours may be modified by DNR as needs evolve.

- The Client Help Desk must be available 7 days a week – always, during the hours provided below:
 - Help Desk availability: Summer: 7:30am – 11:00pm EST (May 1st – Oct. 31st)
 - Help Desk availability: Off Season: 7:30am – 8:00 pm EST (Nov. 1st – April 30th)
 - Emergency contact must be provided for all other hours.

12. RESERVED

13. RESERVED

14. TRAINING SERVICES

The Contractor must coordinate with the State to provide annual administrative and front-line user training. Contractor training will require a combination of classroom, online, training videos and any other applicable training as needed throughout the life of the contract.

Additional training requirements are provided in **Schedule A Table 1, Business Specification Worksheet**; requirements 597 – 612

15. TRANSITION RESPONSIBILITIES

Refer to Schedule G for Contractor's Transition Out Plan.

16. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval, complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor’s user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

17. RESERVED

18. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor	
Name:	Dan Garofalo
Address:	130 Research Lane Guelph, ON N1G 5G3
Phone:	800-371-6006 ext. 2066
Email:	dan.garofalo@camis.com

19. CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor	
Name:	Kristine Vess-Golden
Address:	217 Glenn St. Suite 301 Cumberland, MD 21502
Phone:	800-371-6006 ext. 4126
Email:	kristine.vess-golden@camis.com

Contractor Business Analyst. Contractor to provide name of individual to serve as primary contact with respect to the requirements and scope, who will have the authority to act on behalf of Contractor in matters pertaining to the requirements and scope of the project.

Contractor	
Name:	Tom Gould
Address:	130 Research Lane Guelph, ON N1G 5G3
Phone:	800-371-6006 ext. 2029
Email:	tom.gould@camis.com

Contractor Lead Architect. Contractor to provide name of individual to respond to State inquiries regarding the architecture of the Contractor’s Solution. This person must have sufficient knowledge of the architecture of the Solutions and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor	
Name:	Marc Gardiner
Address:	130 Research Lane Guelph, ON N1G 5G3
Phone:	800-371-6006 ext. 2029
Email:	marc.gardiner@camis.com

Contractor Tester/Test Manager. Contractor to provide name of individual to respond to State inquiries regarding the management and execution of testing of the Contractor Solution’s. This person must have sufficient knowledge on testing of the Solutions and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor	
Name:	Derek White
Address:	130 Research Lane Guelph, ON N1G 5G3
Phone:	800-371-6006 ext. 2011
Email:	derek.white@camis.com

Contractor Training Coordinator. Contractor to provide name of individual to respond to State inquiries regarding the training of users of the Contractor’s Solutions. This person must have sufficient knowledge of the training of users on the Solutions and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor	
Name:	Tom Hewitt
Address:	3100 E. Eisenhower Pkwy Suite 100 Ann Arbor, MI 48108
Phone:	800-371-6006 ext. 2083
Email:	tom.hewitt@camis.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor’s Solution. This person must have sufficient knowledge of the security of the Contractor Solution and current Federal National Institute for Standards and Technology and PCI Standards with the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor	
Name:	Mike Stockley
Address:	130 Research Lane Guelph, ON N1G 5G3
Phone:	800-371-6006 ext. 2067
Email:	mike.stockley@camis.com

20. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

Offshore Resources.

All services in support of this Contract will be performed in the United States in the jurisdictions of Michigan (primarily), Wisconsin, and Maryland. All data storage in support of this Contract will be housed in the jurisdiction of the United States. Software development effort in support of this contract will be performed in Canada in the jurisdiction of Ontario.

21. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Sarah Platte
Phone: 517-219-2406
Email: plattes3@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Manny Rosales
Phone: 517-897-2320
Email: rosalesm@michigan.gov

Agency Program Manager
Name: Ross Feldpausch
Phone: 517-284-6078
Email: feldpauschr@michigan.gov

Project Manager. The DTMB Project Manager (or designee) will serve as the primary contact with regards to implementation services who will have the authority to act on the behalf of the State in approving Deliverables, and day to day activities.

DTMB Project Manager
Name: Mike Cooley
Phone: 517-284-9821
Email: CooleyM@michigan.gov

22. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State’s Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate weekly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:

- Project Kick Off Meeting

- Implementation Meetings
- After Go Live Weekly Meetings

The State may request other meetings as it deems appropriate.

23. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- State whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project (if applicable).

24. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

Milestones/Deliverables for Implementation

The milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Estimated Schedule
Project Planning	Project Kickoff	Contract Execution + 15 business days
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Execution + 90 calendar days
Development/Test/Accept/Deploy	Planned development releases, testing documentation, state testing and deployment to production	Apr. 2022 - Aug. 2023
Connectivity	Primary and secondary connectivity established/reviewed, final connectivity configuration report	Annually or as needed
Hardware Deployment	Site Solution properly functioning at each Site.	May 1, 2023
Initial Implementation/Go live	Requirements fully operational and implemented	November 1, 2023
Support Services	Ongoing	Ongoing throughout life of Contract

25. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products not already defined in Schedule A, from the Contractor during the duration of the Contract.

SCHEDULE A – TABLE 1 - Business Specification Worksheet

The Business Specifications Worksheet contains columns and is defined as follows:

Column A: Business Specification number.

Column B: Business Specification description.

Column C: Contractor's indication of how it will comply with the business Specification.

- **Current Capability** – This capability is available in the Solution with no additional configuration or cost
- **Requires Configuration** – This capability can be met through Contractor-supported changes to existing settings and application options as part of the initial implementation at no additional cost (e.g., setting naming conventions, creating user-defined fields).
- **Customizations to Software Required** – The requirement can be met through Contractor modifying the underlying source code, which can be completed as part of the initial implementation.
- **Future Enhancement** – This capability is a planned enhancement to the base software and will be available as part of the initial implementation at no additional cost.
- **Not Available** – This capability is not currently available, and a future enhancement is not planned.

NOTE: Configuration is referred to as a change to the Solution that must be completed by the Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model changes occurring).

Customization is referred to as a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. All configuration changes or customization modifications made during the term of the Contract must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.



A	B	C				
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available
REQUIRED						
General System Requirements						
1.0	The Central Reservation System (CRS) must be operational 7x24x365. See SLA.	Y				
2.0	The Solution must be maintained without downtime to the public use of CRS, except for scheduled maintenance agreed upon with DNR. See SLA	Y				
3.0	The Contractor must be responsible for installation and support of all software necessary for the operation of CRS. See SLA	Y				
4.0	The Contractor must be responsible for the installation and support of the operating system and associated contractor provided hardware/software related to CRS. The Contractor will not be responsible for maintaining State owned systems that use the CRS application.	Y				
5.0	The Contractor must provide direct support to all end user locations which include field locations, call centers and DNR central office.	Y				
6.0	Contractor provided support services must be inclusive to the Solution. The contractor must support all components and subsystems of the Reservation System, conduct training, and provide call center & help desk support. Support services must be included into the standard billing compensation. No additional or separate compensation will be charged for the support	Y				

	of any of the pieces that make up the Central Reservation System.					
7.0	The DNR must be able to add field locations to the Central Reservation System at any time. The Contractor must be responsible for the setup of CRS at the field locations including hardware, software, and connectivity at no cost to DNR. The DNR reserves the right to eliminate field locations at any time from the CRS system without cost.	Y				
8.0	The Solution test environments (UAT and training) must be available at all times for testing upgrades and training new DNR and contractor employees.	Y				
9.0	The Solution must work on a real time basis. When a transaction is committed the results shall be reflected in real time in all system processes unless offline capability is requested/approved by DNR.	Y				
10.0	All software application modules within the Solution must operate in a multi-user update environment with record level locking capability.	Y				
11.0	The Solution must ensure that data is consistent at all sales channels. The Solution must ensure that a maximum number of resources are booked with no double bookings.	Y				
12.0	The Solution must be scalable by having the ability to add system resources during heavy usage periods.	Y				
	Ease of Use Requirements					
13.0	The Solution must validate all data input at time of entry to ensure its accuracy.	Y				
14.0	DNR requires Microsoft Windows front-end with Windows "look and feel" user interface, including "point and click" mouse driven, touch screen, and hot key enabled software. For keyboard navigation, tab order shall flow in a-reading order, generally from left to right, top to bottom.	Y				
15.0	The Solution must provide options for customizable Quick links on the public website, within reporting, etc.	Y				

16.0	The Solution must provide an IntelliSense feature on certain fields specified by DNR to speed up the search capability.	Y				
17.0	The CRS software must display and function correctly in standards-compliant browsers without the use of special plugins or extensions. Browsers that are responsible for over 2% of the site traffic, measured using sessions or visitors, coming to Michigan.gov must be supported. The latest browser statistics can be found at https://www.michigan.gov/som/0,4669,7-192-26928-464605--,00.html .	Y				
18.0	The Solution must optimize data collection and retrieval process for repeated customer visits. Operators should easily be able to identify repeat customers. Wild card search feature is strongly desired to avoid customer record duplication. The Solution must have the ability to suspend data retrieval, or alternately inform the user, if a search criterion results in too many records being returned.	Y				
19.0	The Solution must be capable of looking up the city, town, and state or province based on the Postal code.	Y				
20.0	The Solution must not be sensitive to symbols. It must allow symbols to be part of name and other data entry elements.	Y				
21.0	The Solution must have "Yes/No" dialog boxes opposed to "Ok/Cancel" for the ease of user understanding.	Y				
22.0	The Contractor must work with DNR on capturing the requirements and layout for the user interface screens which include but are not limited to: <ul style="list-style-type: none"> • data entry screens • search screen • reports • web pages • page navigation 	Y				
23.0	The Solution must be configurable in a way that it will display program specific information when logged into	Y				

	the different locations or when filtering to search availability at different locations that might fall under different programs. Example: If logged into a harbor or searching for harbor availability online, boat length, draft and beam need to be visible. If searching for camping availability or logged into a state park campground, boat length, draft and beam are not relevant.					
24.0	The Solution must provide a "Forgot Password" function to allow for employees to reset their own password.			Y		
25.0	The Contractor must work with the DNR to compile a list of agreed upon software that can be loaded on CRS workstations. Software may include, but not limited to: Microsoft Word, Excel, etc.	Y				
26.0	The Contractor must work with the DNR to map out and maintain a communication chain. Aside from the main contacts for both sides, key personal must be identified by their areas of expertise.	Y				
27.0	The Solution must have different environments that are used and should be clearly identifiable to prevent transactions in the wrong one. For example: When logged into the live production application, employees should clearly see that they are in the live production app or if they are training in the Training environment, there should be a clear indicator that they are logged into the training app. All confirmations and receipts that print from environments other than the live production application, must have an indicator on them that they were printed from "training" or "test" environment.	Y				
Printing Supplies Requirements						
28.0	The Contractor must be responsible for all printing materials including but not limited to printer toner, receipt paper, perforated paper for printing camping and harbor passes. All passes and receipts must have a logo design provided by the DNR.	Y				
29.0	The Contractor must ensure that 30 days of reserve supplies are on hand at each field location at the start of each use season or as agreed upon with DNR. The Contractor must provide a method for field locations to	Y				



	order additional supplies as their initial inventory is depleted.					
Telecom/Connectivity – Hardware – Software Requirements						
30.0	The Contractor must pay the cost of providing, maintaining, and repairing all Contractor systems.	Y				
31.0	The Contractor must provide all communications equipment, operator workstations, internal telephone system, communication lines, Automatic Call Distribution (ACD) system, postal equipment, on-site printers, and all other equipment as needed, to support the solution in a Michigan based call center.	Y				
32.0	The Central Reservation System must be Contractor hosted employing fault tolerance and redundancy to minimize system downtime. Contractor must employ suitable load sharing and load balancing techniques to ensure minimum required response times for peak time traffic and data volumes.	Y				
33.0	The Contractor must provide a hosting diagram and have it approved by the State along with an Enterprise Architect Solutions Assessment (EASA).	Y				
34.0	The Contractor must be responsible for ongoing system configuration, performance tuning and maintenance activities.	Y				
35.0	The Contractor must be responsible for capacity management including timely forewarning if the growth exceeds capacity limitations.	Y				
36.0	The Contractor must be responsible for disk space management including archival, restoration, space management, and performance monitoring.	Y				
37.0	The Contractor must be responsible for application database management to ensure integrity and optimal performance of the database.	Y				

38.0	The Contractor must be responsible for server performance and system response time. The Solution must be able to support 1.5 the peak number of concurrent users in order to provide sufficient capacity for growth. The Solution must also support 1.25x the peak transaction volume in order to provide sufficient capacity for growth.	Y				
Telecom & Connectivity Requirements						
39.0	The Contractor must pay for the cost of installing all public reservation telephone lines, credit card processing lines, hardware, and the Contractor's Help Desk 1-800 telephone line to the Contractor's premises. The customer toll-free number that the system must use is 1-800-447-2757 (1-800-44PARKS).	Y				
40.0	The Contractor must pay for the installation of communication lines and hardware, as well as any monthly fees for the communication link between the Contractor's reservation center and the central server residing at the Contractor's site.	Y				
41.0	All monthly telecommunication bills for services provided by the vendor for the reservation system must be sent to and paid for by the Contractor.	Y				
42.0	The Contractor must provide appropriate levels of connectivity that meet or exceed documented response standards at all field locations. All locations shall have an alternative means of connecting to the central system. Both primary and backup connections must meet or exceed field locations business needs. See SLA.	Y				
43.0	Backup Connection Based on the geographic considerations, the backup connection can be a cellular or a satellite connection and shall be approved by DNR.	Y				
44.0	The Contractor must identify how each of the field locations will be connected based on the geographic locations and business needs. The connectivity plan must be approved by DNR prior to installation. The	Y				



	Contractor must provide the plan to the DNR within 90 days of Contract execution.					
45.0	The Contractor must be responsible for network performance and must provide timely forewarning if the growth exceeds capacity limitations. The Contractor must review network connectivity annually, and as requested to ensure optimal connectivity speeds at all times.	Y				
46.0	The prices quoted must be reflective of the Contractor's recommendation, since the Contractor bears full responsibility of providing connectivity service levels that meet DNR needs.	Y				
Hardware Requirements						
47.0	The Contractor must provide, own, and support all hardware, cables and accessories necessary for the setup and operation of the Central Reservation System and its supporting subsystems or components.	Y				
48.0	The Contractor must provide system-integrated mobile credit card terminals to support mobile technologies.	Y				
49.0	<p>The Contractor must provide at least 2 POS stations at most field locations & 1 POS station at most Headquarters offices. More than or less than 2-3 POS stations will be at the discretion of the DNR and will be based on traffic at the location and land mass covered. Following is the minimum POS configuration required by DNR.</p> <ul style="list-style-type: none"> • Touchscreen – Keyboard, mouse, tablet with desktop mount • Portable Terminals with any necessary wireless peripherals • Cash Drawer with removable inserts and lock tops (Computerized cash drawer) • Laser Printer • Thermal/Receipt Printer 	Y				

	<ul style="list-style-type: none"> • 2d/3d scanner • Scanner for scanning bank deposit tickets • Credit card with near field communication (NFC) • Backup power supply • All cables and accessories <p>The hardware configuration must be approved by the State.</p>					
50.0	The Contractor must provide a semi-annual inventory report for all hardware supplied by them.	Y				
51.0	The Contractor is responsible for the maintenance of all workstations, data communications equipment and circuits, and all associated software. Field locations can best be described as non-controlled environments. Few locations are air-conditioned.	Y				
52.0	When the Contractor receives calls for repair and/or replacement of field workstation equipment, the Contractor must correct such problems within 48 hours of notification by the DNR. The Contractor must maintain sufficient inventory of spare workstations and other hardware to meet the 48-hour requirement.	Y				
53.0	The DNR reserves the right to request up to 3 additional workstations for the purpose of testing the system and all hardware components. The workstations will be configured and connected just like any other field location workstation for the purpose of thorough, accurate testing.	Y				
54.0	The Contractor must visit all field locations to properly set up CRS workstations and test them prior to each use season. These field visits must be coordinated with the DNR and planned around location "open" dates. At the end of each season, the Contractor must provide detailed plans for disconnecting the hardware and how to safely store at each location through the winter months.	Y				

55.0	The Contractor must provide options for customers to register/check-in at remote locations or locations without regular staffing. The options are intended to be used by the customer to access the Solution. The Contractor will install and maintain any necessary hardware.	Y				
56.0	Optional: The DNR desires a way to have a display monitor that reflects real-time occupancy/availability without having to be logged in. Example: Locations could mount the monitor on the wall or behind a desk and any person at any time could look at the monitor to quickly answer real time availability questions.	Y				
Software Requirements						
57.0	The Contractor must provide the latest software versions. The Contractor must provide at their expense, any and all licenses needed for the operation of the Central Reservation System and its components.	Y				
58.0	The Solution's operating system and all related software must remain current and be upgraded to the latest supported version from the software publisher.	Y				
59.0	Contractor's Solution must have virus detection and prevention software and must be installed on all devices supplied by the Contractor. The Contractor must ensure that all workstations are free of viruses at all times and perform cleanup and maintenance as needed.	Y				
60.0	The Contractor must provide an easy-to-use ad hoc reporting tool for DNR administrators and accounting staff to execute and publish management reports against replicated database server.	Y				
61.0	The Contractor must provide a data dictionary to facilitate writing ad hoc reports.	Y				
62.0	The Contractor must ensure that the machines are locked down to prevent their unauthorized use. The DNR requires access to certain acceptable web sites and programs. Examples include but are not limited to the following.	Y				



	<ul style="list-style-type: none"> • Outlook Email (state email) • Weather.com • NOAA.gov 					
63.0	The DNR will assist the Contractor with UAT testing of new software or bug fixes after the release has been thoroughly tested by the Contractor. Contractor testing must include documented, end-to-end testing of all basic functionality for all programs in the Solution prior to handing over to the state for testing. All testing scenarios and notes must be provided to the state prior to the State testing.	Y				
Offline Sales Requirements						
64.0	The contractor solution must support offline basic registration functionality to be utilized with any local sale inventory, point of sale items and recreation passport sales. The Contractors offline system must have the capability to sync up to the Central Reservation System when connected to the network.			Y		
Mobile Website/Application Requirements						
65.0	The State requires a Mobile Website/Application that allows customers to have the following abilities: <ul style="list-style-type: none"> • Make future reservations. • Modify/cancel existing reservations. • Self-check-in of existing reservations upon arrival. • Self-register for resources without a reservation upon arrival when no staff is available. • Pre-purchase point of sale items. • Purchase recreation passports. • Manage their accounts. • Receive push notifications including but not limited to: emergency closures, special events, hazardous weather, cancellation notifications, etc. 	Y				
66.0	The Contractor Solution mobile website/application must utilize the device's GPS to determine the customer's location for registration purposes. The website or			Y		

	mobile application must give users the option to block the websites utilization of GPS.					
67.0	The Contractor Solution mobile website/application must recognize from the GPS location that the customer is physically present at the facility before allowing a check in, walk-in registration or certain point of sale purchases.			Y		
68.0	The Contractor Solution mobile website/application must be fully integrated into the reservation system and must be designed to function on windows, android, and apple devices.	Y				
69.0	When the Contractor's mobile application is developed, it must be offered for free from the Google Play Store or Apple App Store.	Y				
70.0	The Contractor's Solution mobile website/application must have the ability to display account notifications for customers.			Y		
71.0	The Contractor Solution mobile website/application must allow configurable external web links to approved DNR partners.	Y				
Hardware - Handheld Devices Requirements						
72.0	The Contractor provided handheld device must allow the front-line staff to utilize all point-of-sale system functionality with the option of wireless or attached receipt printers. The device must wirelessly connect to central reservation system/field location to service long customer lines at certain busy State parks and harbors.	Y				
73.0	<p>Optional: DNR desires a contractor solution that provides hand-held devices with license plate recognition technology to be used in the following manner:</p> <ul style="list-style-type: none"> • Collecting the license plate # and storing it within the transaction • Determining what jurisdiction • Determining if a valid passport has been purchased using MI SOS records or using a previous purchase through CRS. 			Y		

74.0	Optional: DNR desires a contractor solution that allows for the tracking of vehicles that do not have a valid recreation passport and allow the printing of violation notices with a payment due.			Y		
Hardware - Self-Serve Kiosks Requirements						
75.0	The Contractor must provide at least 15 outdoor self-serve kiosks to be installed at locations to be determined by the state. These locations should include both remote locations that provide no power or connectivity or very high use locations with power and connectivity. The self-serve kiosks are intended to be used by customers to pay for recreation passports, campsite fees, dock fees and certain point-of-sale items. The Contractor must be responsible for the installation, connectivity, and maintenance of the kiosks.	Y				
76.0	The self-serve kiosk solution must be capable of credit card transactions and/or cash. Cash locations must be approved by the State.	Y				
77.0	The self-serve kiosk solution must have the ability to employ basic inventory functionality to track walk-in registrations.	Y				
78.0	The self-serve kiosk solution must be capable of printing a receipt for every transaction with a uniquely identifiable transaction number and bar code for transaction information retrieval.	Y				
79.0	The self-serve kiosk solution must fully integrate with the main point of sale system for instantaneous data transfer.	Y				
80.0	Optional: The DNR desires some locations to utilize Contractor provided self-serve kiosks that employ license plate recognition for purposes specified by the DNR to include but not limited to identifying vehicles with valid recreation passports, tracking attendance, campsite and dock management and parking lot management.			Y		

Data Access & Retention Requirements						
	Data Access Requirements					
81.0	The Contractor must provide the DNR with full data replication at a frequency that is near real-time. The DNR will use this replicated database for inquiry only, ad-hoc reporting and data investigation using standard database tools.	Y				
82.0	The Contractor must provide the DNR with a replicated database on a separate server from the production transaction database (near real time), so the production database is not impacted by ad-hoc queries.	Y				
83.0	The Contractor reporting database must be refreshed with production data daily before 6:00 AM Eastern Time or as agreed upon with DNR.	Y				
84.0	The Contractor must provide read only access to all the tables and views on the replicated inquiry database.	Y				
	Data Retention Requirements					
85.0	The Contractor must not purge data from the production database unless requested by DNR.	Y				
86.0	The Contractor inquiry database must retain all historical data for reporting purposes.	Y				
Security/Disaster Recovery/Hosting Center Requirements						
	Disaster Recovery Requirements					
87.0	The Contractor disaster recovery plan must cover the Contractor's primary facility, help desk extension facilities, and be linked to other related organizational or third-party incident response and contingency planning, training, and testing capabilities. The Contractor disaster recovery plan must reference organizational policies and procedures and documentation that identify roles/responsibilities, metrics and covers the areas of	Y				



	preparation, detection and analysis, containment, eradication, and recovery.					
88.0	The Contractor must execute and test the disaster recovery plan annually.	Y				
System Backup and Recovery Requirements						
89.0	The Contractor must provide for a full backup of the Central Reservation System including database, application, and web servers.	Y				
90.0	The Contractor production servers must be backed fully on a weekly basis and incrementally daily. Backup data must be retained for at least 90 days or as required by DNR.	Y				
91.0	The Contractor Solution must have the ability to allow for continued use of the system during backup.	Y				
92.0	The Contractor Solution must use transactional log files to provide point-in-time recovery of data to the last completed transaction.	Y				
93.0	Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 2 hours, and a Recovery Time Objective (RTO) of 2 hours. Contractor must include a copy of its Disaster Recovery Plan as Schedule F, which will be treated by the State as confidential information. The Contractor must test the system annually.	Y				
94.0	The Contractor must maintain secure, off-site backup of the data and application.	Y				
Hosting Center Requirements						
95.0	Contractor must provide a physical environment plan that includes reference to organizational policies, procedures, and documentation for: access control, authorization, monitoring, tracking, environmental controls, emergency response and continuity of operations.	Y				
96.0	The Contractor must provide a support and recovery plan for the failure of any field location equipment including but not limited to POS computer terminal,	Y				



	peripheral devices and communication equipment. The plan shall be subject to review and approval by the State.					
	Security Requirements					
97.0	The Solution must provide security at database, workstation, and individual operator levels per SOM Policy, standards, and Procedures.	Y				
98.0	The Solution must enforce access and account management credentials as per state policy, standards, and procedures. All State employees, grant-in-aid (GIA) employees, concessionaires and Contractor employees are required to have an application-level access and account management functions.	Y				
99.0	Any Contractor employee that accesses the Solution functions must adhere to all State Policy, standards, and procedure. Each contract employee must use his/her individual account with password: No temporary or shared accounts or passwords, authorizations based on least privilege or need-to-know basis.	Y				
100.0	The Solution must support automatic logoff after a configurable period of inactivity. A pop-up warning message must be displayed to the users prior to an automatic logoff.	Y				
101.0	The Solution passwords must be treated as sensitive data and must not be displayed or disclosed. Passwords must be transmitted and stored in encrypted form.	Y				
102.0	The Solution must support minimum password requirements such as minimum length and minimum complexity requirements as required by the State.	Y				
103.0	The Solution must support account lockout after a configurable number (3-7) of failed logins. Locked accounts must be unlocked by an administrator or must be automatically unlocked by an account recovery process to be approved by the State. The Solution must support a password reset feature approved by the DNR.	Y				

104.0	The Contractor Solution must not allow third parties to be able to access on transmitted user account information and replay that information to the system to gain access.	Y				
105.0	The Contractor database must enforce encryption of sensitive data elements at rest.	Y				
106.0	The Contractor is required to make sure all CRS application functions which include data entry screens, search screens, navigation controls, menu items, reports etc. must be tied to security controls. No parts of the application will be accessible without proper security authorization.	Y				
107.0	The Contractor is required to make sure the CRS application security is role based. The application roles must be location based as well. The Solution must allow defining of security groups in the application.	Y				
108.0	The Solution must allow DNR to define as many groups as needed. In addition, DNR may change permissions associated with security groups from time to time. Examples of security group could be: Central Reservation Operators, Temporary Worker, Permanent Park Ranger, Lead Worker, Park Manager, District Supervisor, DNR Administrator, Harbor masters, concessionaires etc.	Y				
109.0	The Solution must allow associating the application functions and their permission levels to the security groups.	Y				
110.0	The Solution must allow adding State employees, grant-in-aid (GIA) employees, concessionaires and Contractor employees to the application and associating them to the security groups.	Y				
111.0	The Contractor must be responsible for setting up and maintaining security groups in the application.	Y				
112.0	The Solution security levels must be established in a ranking order. Those with access to assign users, may only set up those with a lower level than their own.	Y				

113.0	The Solution must allow the security levels to be location specific, region specific or at a global level. As an example, each location's report must be capable of being viewed by a location's basic user level, a regional administrative level, or a statewide management level based on security permissions.	Y				
114.0	The Solution must prompt for approval of business transactions which exceed the permissions of the currently logged in user without requiring log off and login. The examples of business functions that may need a special authorization include fee override, refund of merchandise exceeding a certain amount etc.	Y				
Security for E-Commerce Requirements						
115.0	The Solution must use a minimum of TLS 1.2 or higher for transmission of data (e.g. SSL, SET) and for storage of any confidential information according to NIST FIPS Publication 140-2.	Y				
116.0	The Solution must be easily configurable or upgradeable to use new protocols for encryption, key generation, authentication, and hashing so stronger protocols can be implemented as old ones become obsolete or insecure.	Y				
117.0	The Solution must be resistant to the use of robots on forms using a mechanism such as a CAPTCHA test or similar technology.	Y				
118.0	The Solution must not permit caching of pages containing sensitive information including the login credentials by the web browser or any client program.	Y				
119.0	The Contractor must have both a current Security Assessment Plan and a Risk Assessment Plan in place that examines the security control posture of the organization including inputs, outputs, and changes that are made that may result in likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits.	Y				

Hosting Center Security Requirements						
120.0	The Contractor must have a physical site security plan for both contractor and host (if applicable). The plan will be subject to review and approval by the State.	Y				
121.0	The Contractor and any sub-organization service providers must control, monitor, review and enforce environmental conditions and authorize access to the facility where the information system resides.	Y				
Call Center Security Requirements						
122.0	The Contractor must have physical and environmental policies and procedures that should be integrated into the organization's Incident Response, Disaster Recovery and Business Continuity Plans.	Y				
Call Center Requirements						
123.0	The Contractor must provide a plan of accepting telephone reservations in the event that the call center goes down. The call center down time must not be more than 4 hours. The plan must include playing a recorded message informing the customers about the nature and duration of down time and the plan for diverting calls to a secondary site (i.e. the secondary location should be US-based whenever possible). The plan will be subject to review and approval by DNR.	Y				
124.0	The Contractor must provide a plan for assisting customers in the event of a credit card system verification failure. It will be the Contractors responsibility to notify a customer(s) when the issue is resolved, and the system can accept credit card payments.	Y				
125.0	The Contractor must provide highly trained call center staff who know how to handle call volume fluctuations and will process reservations for all reservable resources designated as part of the CRS in accordance with policies and procedures established by the DNR.	Y				
126.0	The call center must process reservations, cancellations and all changes to reservations.	Y				

127.0	The Contractor must use all reasonable methods within means to resolve public complaints, including assistance with customer contacts when necessary as determined by the DNR.	Y				
128.0	The Contractor must maintain adequate staff at the call center to handle customer service issues outside of taking a reservation including but not limited to cancellations, changes to reservation, group holds, problems with a reservation, and mass closures that might arise from unforeseen events or emergencies.	Y				
129.0	The Contractor must utilize a call back feature that allows customers to choose to be placed in a call back queue to avoid customer hold times.	Y				
130.0	The Solution must track the number of customers in the queue and provide a weekly report of the number of call backs. Additionally, the Solution must have the ability to provide analytics for abandoned calls, call volume queue, and provide a weekly report on requested analytics by date and by hour, that includes but not limited to: <ul style="list-style-type: none"> • Call volume • Calls in queue • Calls answered • Calls abandoned • Avg length of calls 	Y				
131.0	The Contractor must have the ability to do mass cancelations and notifications during unforeseen circumstances. The preferred method of notification would be a notification system that utilizes auto callouts, SMS and auto emailing with DNR approved messaging.	Y				
132.0	The Contractor must maintain tracking for escalated customer issue resolution.	Y				
133.0	The call center must be limited to process reservations from two to five resources per location per call. The	Y				

	reservation limit must be specific to field locations as specified by DNR.					
134.0	<p>Full payment for the reservable inventory and all related fees must be made before a reservation is confirmed, with few exceptions. Customers must be advised that their payment method is being charged the full amount of the reservation plus related charges at the time the reservation is made. Modern lodging is an exception to the full payment requirement, however the DNR reserves the right to change payment requirements for any resource.</p> <p>An example of a partial payment option is 50% + res fee at time reservation is made and the balance can be paid anytime up to day of arrival.</p>	Y				
135.0	Call center must be accessible to all callers, including, but not limited to callers who are deaf, or hard of hearing, or who have a speech impairment.	Y				
136.0	All operators handling reservations and public information must be thoroughly trained by the Contractor in effective telephone hospitality techniques.	Y				
137.0	The Contractor must provide the training plan for their front-line call center staff and require sign off on certain DNR required documentation related to training. This documentation must be available upon request from the DNR.	Y				
138.0	The DNR will approve all standard telephone presentations (scripting) used by operators to make reservations and deal with caller problems, objections and complaints. Any presentation, phrase or technique not approved by the DNR must not be used by operators. No scripting will be changed without prior DNR approval. The Contractor must follow these guidelines.	Y				
139.0	The Contractor must create a call center resource with assistance from DNR. The call center resource must assist operators in answering caller questions about the field locations and reservation policies. The Contractor will be responsible for providing access to each of its	Y				

	operators and for keeping the resource up to date with information provided by the DNR.					
140.0	The Contractor's operators and staff must make every effort to answer all public questions. If questions are asked about specific field locations and cannot be answered by the operator, the operator must refer the party to the appropriate field location and provide the proper telephone number. If more general questions are asked about policies or more general matters, which cannot be answered by the operator, the caller will be referred to the DNR and must be given the proper telephone number.	Y				
141.0	The Contractor must provide DNR the ability to monitor live incoming calls, remotely.	Y				
142.0	The Contractor must allow the DNR access to the telephone room to assist or monitor operators while accepting reservations. DNR will provide 24-hour prior notice of such visits and agrees to supervision by the Contractor of any interaction with operators.	Y				
143.0	The Contractor must allow DNR to choose the operators that will be monitored.	Y				
144.0	The Contractor must provide fulfillment of webstore sales of recreation passports sold via the call center and/or reservation website	Y				
145.0	The Solution must offer an ongoing computerized customer satisfaction survey at the end of each call unless otherwise specified time period by the State.	Y				
146.0	The Contractor must provide assistance with resetting customer passwords for logging in via the State's MiLogin and provide tracking information to the DNR upon request, on how often they reset passwords.	Y				
Audit-PCI-PII Requirements						
147.0	When an event occurs the Solution must log at a minimum, the type of event that occurred, when the event occurred, the frequency of the event, the outcome	Y				

	of the event, and the identity of any individuals or subjects associated with the event.					
148.0	<p>The Solution must provide an automated audit trail that documents the threat environment and generates audit reports of all user activities for the operating system, application, servers, and the network. The system must log, at a minimum, the following types of events:</p> <ul style="list-style-type: none"> • User account management activities, including group account individual identities • System shutdown • System reboot • System alerts and errors • Application shutdown • Application restart • Application errors • File creation • File deletion • File modification • Failed and successful log-ons • Security policy modifications • Use of administrator privileges, full text records • All system administrator commands, full text records • Change of Password • Changes to database or application records • Application-critical record changes (example: Card Holder Data) • All system and data interactions concerning Federal Tax Information (FTI) • Platform-specific events as defined in Safeguard Computer Security Evaluation Matrix (SCSEM) 	Y				

149.0	The Solution logs, such as event log, application log etc., must be protected from individuals who do not have privileges to view them.	Y				
150.0	The Solution must maintain an audit trail of the changes posted to the database as required by DNR.	Y				
151.0	The Solution must have internal transaction control which ensures data integrity in the database including atomicity, consistency, isolation, and durability.	Y				
152.0	The Solution must record changes to process status, system events such as startup, shutdown or security events and log event date, event time, user id, device, location, and event outcome.	Y				
153.0	The Solution must pass an application scan test that includes dynamic application security testing, static application security testing and software composition analysis to provide validation and an analysis of vulnerabilities for both the application and source code. Hosted services must undergo an infrastructure and application scan using a State-approved scanning tool.	Y				
154.0	The Contractor network must be protected from hacking by firewall, intrusion protection and intruder detection software. Additionally, the Contractor's Network Administration must monitor, log, and report all intrusion attempts.	Y				
155.0	Contractor must perform authenticated vulnerability scans with interoperable automated tools for information systems and hosted applications a minimum of once every thirty (30) days and when new vulnerabilities potentially affecting the system/applications are identified and reported. Contractor must share the results of vulnerability tests with the State and develop action plans to remediate findings.	Y				
156.0	Contractor must develop a State-approved Incident Response Plan and Incident Handling Procedures. The Contractor must inform the State of unauthorized access to or the release of State data or information resources within 15 minutes of discovery or as approved by the DNR. The Incident Response Plan and Procedures	Y				



	should be integrated into the organization's Disaster Recovery and Business Continuity Plans.					
157.0	The Contractor must provide a Security Plan that describes and documents the security controls for the organization's information security program or the plan for meeting those requirements. The Contractor Security Plan is subject to the review and approval of the DNR.	Y				
158.0	The Contractor must assist the DNR to complete the SOM Project Security Plan and Assessment (DIT170). The Contractor must also provide assistance to fill in the respective forms at least twice a year.	Y				
159.0	The Contractor must assist the DNR in completing the State's Biennial Internal Controls Evaluation audit, utilizing the State's Michigan Security Accreditation Process (MiSAP).	Y				
Generally Accepted Accounting Principles (GAAP) Requirements						
160.0	The Contractor must submit a letter from an independent accounting firm indicating that the system complies with the Generally Accepted Accounting Principles (GAAP) as determined by the Financial Accounting Standards Board (FASB) prior to the implementation of the CRS. The letter must ensure that the contractor's system complies with acceptable accounting practices and data integrity standards.	Y				
SSAE 18 Requirements						
161.0	The Contractor must complete a SSAE 18 audit by an independent auditing firm and undergo a Service Organization Controls (SOC) I, Type II financial report annually. A copy of the SOC I, Type II report must be provided to the DNR. The SOC I, Type II report must be provided to the state no later than 6 months after the CRS system is implemented in production for the DNR. The Contractor must work in good faith with the DNR to correct any deficiencies identified by the audit within 4 months of submittal of the report.	Y				

162.0	The Contractor must undergo an independent SOC II, Type II audit that covers the previous 12-month period prior production implementation of the system. The SOC II, Type II must be provided no later than 6 months after the CRS system is implemented in production for the DNR. Reports must cover all cloud host service providers, data/call/help desk centers and any other managed service providers.	Y				
PCI Requirements						
163.0	The Contractor must be a Payment Card Industry (PCI) Level 1 service provider, undergo an annual onsite assessment by Qualified Security Assessor (QSA) and conduct quarterly dynamic vulnerability scans and/or penetration testing.	Y				
164.0	The Contractor must assist the DNR in completing the annual State of Michigan PCI Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AoC) documentation as related to the DNR's CRS system.	Y				
165.0	The Contractor must comply with the most current version of Payment Card Industry data security standards relating to the physical point of sale devices.	Y				
PII Requirements						
166.0	The Contractor must protect both the personal information (PI) and personally identifiable information (PII) of customers and users per the PI and PII guidelines listed under Michigan law as amended: <ul style="list-style-type: none"> • PA 452 of 2004 (The Identity Theft Protection Act) • PA 454 of 2004 (The Social Security Act) • PA 192 of 2000 (The Michigan Vehicle Code) • PA 193 of 2000 (The State Personal Identification Card) • PA 194 of 200 (the disclosure and sale od personal information) 	Y				
167.0	The Contractor must communicate all PII breaches and must be communicated to the DNR within 24 hours of discovery of the breach.	Y				

Audit by DNR Requirements						
168.0	At the discretion of the DNR and at its expense, the DNR may conduct an audit of all revenues, permitting systems and other systems impacting revenue flow to the DNR. The audit must reconcile all voided transactions, shortages and overages, fees collected, and refunds processed by the Contractor to the amount of net funds deposited into DNR accounts. It is intended to ensure the financial integrity of the revenue systems used. The Contractor must full cooperate with any audit that the DNR conducts.	Y				
169.0	The Contractor must agree to make all its staff, facilities, reports, financial records and any other documentation and systems associated with this Contract available to the DNR and/or its designated auditor(s) for audit during normal business hours. When notified by the DNR of such audit, the Contractor must provide an office at its operational location with sufficient workspace and internet access for audit staff use. The Contractor must provide the above-described services and facilities to the DNR for no additional fees or charges. Before an audit is performed by the DNR, the Contractor will be given a two week notice in writing.	Y				
170.0	The Contractor must provide DNR audit staff with unrestricted access to servers, circuits, data storage and retrieval systems during an audit period. The Contractor must also provide an ability to connect to the CRS inquiry database to access data and underlying data elements.	Y				
Independent Audit Requirements						
171.0	The Contractor must test, pass, remediate and manage all levels of security vulnerabilities and weaknesses in the system by utilizing an automated tool that scans at least once every 30 days. The tool must pull updates from the Common Weakness Enumeration and the NIST National Vulnerability databases (for malware and other security-related software flaws and misconfigurations).	Y				

172.0	The Contractor must allow the auditor to examine the Contractor's assertion that they are in compliance with SSAE 16. The examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The letter will identify and include all examination materials that were used to determine compliance.	Y				
173.0	All Contractor reports and audits must be prepared by a currently licensed, Certified Public Accountant approved by the DNR. The above required audit must be coordinated with the State of Michigan, Office of the Auditor General.	Y				
General Program Requirements						
174.0	The Solution must support CRS locations that include, but are not limited to the following hierarchy: <ul style="list-style-type: none"> • region/district • county • park/management units/forests • campground/harbor • camp loop/dock • site/slip/broadside • program (parks, harbors, GIA, concession, SFCG, etc.) • specific resource categories (examples: yurts, back country, etc.) 	Y				
175.0	The Solution must allow the customers to reserve available resources. The reservation status shall include but not be limited to the following: <ul style="list-style-type: none"> • reserved and paid. • reserved and partially paid. • reserved and not paid. • modified • cancelled • auto cancelled (expired and completed) 	Y				

	<ul style="list-style-type: none"> • no show • void 					
176.0	<p>The Solution must allow varying pricing structures for different types of reservable resources which include but are not limited to the following:</p> <ul style="list-style-type: none"> • price per person • price per resource • price per season • price by day of week • weekly rates • daily rate • hourly rates • add-ons • a combination of the above pricing structure 	Y				
177.0	<p>The Solution must track all transactions by their reservation/booking status, sales channel, operator, date and time and other attributes as required by DNR.</p>	Y				
178.0	<p>The Solution must assign a unique number/name for all reservable resources.</p>	Y				
179.0	<p>The Solution must allow customers to reserve a particular resource by number/name.</p>	Y				
180.0	<p>The Solution must allow multiple reservations per transaction. The number of reservations allowed per transaction will be set at the location level. The Solution must require different occupant names when multiple reservations are made for overlapping time periods.</p>	Y				
181.0	<p>The Contractor must make all reservable resources in the Central Reservation System subject to occupancy and availability through all sales channels. The DNR reserves the right to specify sales channel availability for each resource.</p>	Y				
182.0	<p>The resources must be classified by categories such as equipment, accessibility, and amenities. The Solution must be flexible to allow the addition of categories as needed.</p>	Y				

183.0	The Solution must offer a configurable minimum and maximum reservation window by Program, Resource and/or sales channel.	Y				
184.0	The Solution must have the flexibility to set attributes based on the resource type, location, and season.	Y				
185.0	The Solution must be structured to prevent "overbooking" of any reservable resource.	Y				
186.0	The Solution must provide the ability to check on the status of any reservation at any time from any workstation.	Y				
187.0	The Solution must make any changes in location status as a result of a closure, reservation, a cancellation or a reservation modification on a real time basis.	Y				
188.0	The Solution must provide functionality that will allow reservations based on resource type, to be accepted to the date, by but not limited to, a 3 month, a 6-month, 9-month or 1 year "rolling window". For example, for a 6-month booking window, reservations beginning August 1, will be accepted for any period which begins February 1st. DNR retains the right to alter or change this rolling window concept. When dates do not perfectly line up, the booking window will always be pushed forward (Example: August 30 th will be booked on March 1 st)	Y				
189.0	The Solution must handle contiguous reservations at multiple locations for a defined period of time in a single transaction paying only one reservation fee. For example, equestrian trail group camps reserve multiple locations along a trail.	Y				
190.0	The Solution must allow single reservations with multiple moves at the same location.	Y				
191.0	The Solution must allow for modification of fees in the event of changes to amenities or unforeseen circumstances. The Solution must provide a required text field to log the reason for the modification.	Y				
192.0	The Solution must be able to facilitate daily reservations with configurable time slots or due in/ due out times.	Y				

	Customer passes and confirmations should reflect the daily reservation vs a nightly reservation.					
193.0	The Solution must be able to handle bulk reservation cancellations. For example, at times there are emergency closures where many reservations need to be canceled as quickly as possible.	Y				
194.0	The Solution must be able to handle bulk resource closures. For example, at times there is a need to close resources to advance reservations as quickly as possible. Closures need to take effect immediately.	Y				
195.0	The Solution must allow for customer registration in the field via the following but not limited to; location map-select resource from a map, a list view - resources displayed in simple list, and a grid view - resources can be selected from a color-coded grid that displays availability by date.	Y				
196.0	The Solution must provide a way for employees to "drop" cash during an open shift and track the "drop" on applicable reports and at shift off.	Y				
197.0	The Solution must present clear information on the payment screen regarding how refunds work. For example, all refunds will be processed back to the original form of payment.	Y				
198.0	The Solution must provide a way for staff to unlock or release a resource that becomes "locked" by mistake.	Y				
199.0	Optional: The State desires automobile hang tags that can be provided to customers at check-in to place in their resource registered vehicles. The Contractor will work with the DNR on the design and information to be included. At a minimum, they will include a DNR logo and space for the reservation expiration date, resource name or number, and license plate number.			Y		
Customer Details Requirements						

200.0	<p>The Contractor must work with DNR to capture the required/optional customer details which may include but are not limited to the following:</p> <ul style="list-style-type: none"> • customer name • driver's license number/state id • street address • city, state/province/country • zip code/postal code • phone • alternate phone • e-mail • age group (e.g. 18 – 25, 26-35) *occupant name *first time camper 			Y		
Reservation Details Requirements						
201.0	<p>The Solution must capture reservation details which include but are not limited to the following:</p> <ul style="list-style-type: none"> • specific location requested • date of arrival/departure • number of nights • number in party • # of vehicles • type and size of equipment (boats need type of boat, boat name, length, beam, draft) • multiple license plate numbers if applicable • MC or Document number if applicable • occupant name if applicable • # of pets • group # • reservation # <p>Any other parameters requested by the customer (i.e., pull through, ADA, 50 amp, etc.)</p>	Y				
202.0	<p>The Solution must have the ability to search the customer/reservation records based on the criteria that includes but is not limited to the following:</p>	Y				

	<ul style="list-style-type: none"> • customer id • customer name • driver's license/state id • phone • email address • license plate number • occupant name • reservation id • receipt id • campsite number • arrival/departure date • transaction ID 					
203.0	The Solution must provide a function for the front-line staff to enter a complete occupant list on a specific reservation.	Y				
Minimum/Maximum Stay Requirements						
204.0	The Solution minimum and maximum stays must be configurable by the following: Program Location Resource Or another parameter as defined by the DNR	Y				
205.0	The Solution must allow staff to override min/max stays based on security level.	Y				
Location Referral Requirements						
206.0	The Solution must refer/re-direct customers to other facilities if the reservation requests cannot be honored for their selected location.	Y				
207.0	The Solution must provide customers with a list of recommendations.	Y				
208.0	The Solution must search for the alternate locations based on the criteria defined by the customer and/or based on the recommendations laid out by the DNR.	Y				

	Field Application-Check In/Check Out Requirements					
209.0	The Solution must provide a function for performing multiple check-ins and check-outs.			Y		
210.0	The Solution must allow the use of scanners during check-in to scan a unique bar code on the reservation confirmations and the solution will find the booking.	Y				
211.0	The Solution must allow customer check-in from any type of workstation with access to the CRS.	Y				
212.0	The Contractor must provide a solution for customers to self-check-in.	Y				
213.0	The Solution must allow staff to modify, shorten/extend the reservation dates forward or backward during a check-in/check-out process.	Y				
214.0	The Solution must have the ability to recognize multiple contiguous reservations by the same customer for the same location and allow for a system auto generated, early check-in of all contiguous reservations when the customer arrives.	Y				
215.0	The Solution must allow for a single reservation with multiple moves, regardless of the resource category.	Y				
216.0	The Solution must have the ability to perform an auto check-in for a single reservation spanning multiple resources. For example, if a customer arrives in slip 2 for two nights but then must move to slip 30 on the third night, the customer should not have to return to the office to make this change, they should already be checked in.	Y				
217.0	The Solution must print a customer pass for check-ins or modifications to the reservation. The Solution must allow field locations to enable or disable the default printing of the customer pass by each field location via system settings.	Y				
218.0	When checking in or checking out customers, the system shall provide a screen that displays the following categories:	Y				

	<ul style="list-style-type: none"> • Reservations due in paid • Reservations with balance due • Reservations due out • Occupied sites/slips 					
Transfers/Extensions Requirements						
219.0	The Solution must handle transfers from one resource to another whether it involves two resources of the same type or from one resource type to a different resource type with the system automatically generating the fee change (increasing or decreasing the charge) with auto check-in. Transfers and extensions can occur anywhere within a location.	Y				
Swapping Resources Requirements						
220.0	The Solution must have an option to allow staff to perform resource swaps. A resource swap is different from a transfer as both the resources involved in a swap are occupied.			Y		
Early Departure Requirements						
221.0	The Solution must allow the field staff to handle early departures/reductions in stay anytime within a reservation period.	Y				
222.0	<p>In addition to assessed cancellation fees, the Solution must default to the MI business rule refund type, but also prompt the operator with other DNR defined refund options based upon the booked resource.</p> <p>Examples are:</p> <ul style="list-style-type: none"> • refund all unused nights except for the night of departure. • refund all unused nights. • no refund 	Y				

223.0	The Solution must release any unused resources immediately upon processing an early departure or reduction of stay.	Y				
No-Show Requirements						
224.0	The Solution must provide an option to record no shows. All no-show resources must immediately be available on all sales channels based on the applicable resource rules.	Y				
Voids Requirements						
225.0	The Solution must allow the field and call center to void a reservation wherein a reservation is cancelled the same day. All the fees including the reservation charges must be refunded. An example of when a reservation would be voided is in the event that a customer books the wrong park.	Y				
Add-ons Requirements						
226.0	The Solution must allow for add-ons during the reservation process. For example, if a customer is reserving a pet-friendly lodge, the system needs to have the ability to track and charge for that.	Y				
227.0	The Solution must have the ability to accept and track donations from all sales channels.	Y				
Attendance Requirements						
228.0	The Solution must provide functionality to capture park/harbor day use attendance figures specific to field locations. This Solution must allow staff to enter these numbers daily. The attributes to be captured include but are not limited to: <ul style="list-style-type: none"> • Day use visitors • Day use visitors turned away • Overnight stays turned away • Volunteer hours • Comments by field staff 			Y		



229.0	The Solution must use the above data elements to generate Day Use reports listed under “System Reports” section.			Y		
230.0	The Solution must be set up to use a vehicle average multiplier to convert the above facility day use into the attendance count. The multiplier factor shall be specific to a field location, facility type and will be determined by the State.			Y		
231.0	Optional: The State desires a solution that has the ability to utilize license plate recognition for counting vehicle entry in locations as determined by the State.			Y		
Field Application Home Screen Requirements						
232.0	When staff logs on to the CRS there must be a customizable home screen, as agreed upon by the DNR and the Contractor. The Solution customization should be made available based on a variety of factors, examples including program, location, and operator.	Y				
Home Screen-Maps Requirements						
233.0	The Solution home screen must have the ability to enable or disable a location specific map feature which includes all the specific elements of each facility (ex. Office location, available resources, restrooms, etc).	Y				
234.0	The maps should be interactive for staff showing a broad facility view but also allowing them to drill down to a resource level.	Y				
235.0	When at a resource level, the maps should allow a “hover over” feature that displays details including, but not limited to: Customer information, stay dates, boat name, equipment info.			Y		
Home Screen – Search Capability Requirements						
236.0	From the Solution home screen operators must be able to perform broad searches for specific customers, resources, or transactions using any and all parts of the customer records in the CRS.	Y				

237.0	The Solution search function must have the ability to filter for a specific portion of the customer record	Y				
238.0	The Solution search results that populate must be sorted by relevance as defined by DNR (Ex: most recent customer record first).	Y				
239.0	<p>The Solution search function should allow for phonetic searches, for example if you are searching for a customer by a boat name.</p> <p>Ex. Boat name: Anchors A Way</p> <p>Other possibilities:</p> <ul style="list-style-type: none"> • Anchors away • Anchors A-weigh • Anchors-a-way • Ank-ers away • Ank R's A Way 	Y				
Home Screen - Widgets, Quick Links, Point of Sale and Hot Keys Requirements						
240.0	The Solution home screen must give staff the ability to sell point of sale items without having to navigate to a different sales screen. This process must be a function of the home screen, or a hot key bypassing the sales screen and taking the operator to the payment screen.	Y				
241.0	<p>The Solution home screen must include "Widgets" including but not limited to the following:</p> <ul style="list-style-type: none"> • Daily Activity (arrivals, late arrivals, departures, occupants) • Resource Occupancy (available, booked, closed resources) • Quick links to specific key reports, registration screen, etc. as specified by DNR • Last minute updates to reservations 	Y				

	<ul style="list-style-type: none"> • Cancellations 					
242.0	<p>The home screen must have links, as defined by the DNR to include, but not limited to:</p> <ul style="list-style-type: none"> • Open a shift • open a cash drawer • close a shift • check in a reservation • make a reservation • sales screen • internal messages • reports • administrative functions • log out • user guide • change password • change settings • Help function / live chat with Help Desk 	Y				
243.0	<p>The Solution must allow reservation modifications and cancellations on all sales channels. The reservation cancellations over the web shall be allowed only for advance reservations and prior to the reservation checking in.</p>	Y				
On-line Mapping Services Requirements						
244.0	<p>The Solution must use on-line mapping services to display field locations on all sales channels.</p>			Y		
245.0	<p>The Solution public web site must allow the customers to zoom in and zoom out using features provided by on-line mapping services.</p>			Y		
246.0	<p>The Solution public web site must allow the customers to find driving directions to the specific field location using features provided by on-line mapping services.</p>			Y		
Interactive Maps Requirements						

247.0	The Solution must provide interactive maps unique to each sales channel.	Y				
248.0	The Solution' maps must display all resource types (ex. seasonal dockage, broadside dockage, rustic campsites, lodging, group campsites, etc.)	Y				
249.0	The Solution must use shape and color coding to display the availability status (fully available, partially available, and not available) of all reservable inventories on all sales channels.	Y				
250.0	The public web site must allow customers to add resources to the shopping cart from the interactive maps. The customers must have an ability to add multiple resources to the shopping cart.	Y				
251.0	The public web site must have the ability to display local sales inventory in a different color or with a special indicator based on location preference.	Y				
252.0	The public web site must display photos of the reservable resource along with its description when a customer clicks on the resource icon. Customers must have an option to begin a reservation when viewing a site photo/description.	Y				
253.0	Within the field application, the solution must redirect staff to the reservation screen when the resource icon is clicked.	Y				
254.0	Within the field application, the Solution must display reservation details when front-line staff hover over or right click on the resource icon. Information could include but not limited to: Customer information, equipment information, boat name and dimensions, due out date.			Y		
255.0	Within the field application, the Solution must allow the front-line operators to check-in/checkout customers using interactive maps.	Y				
256.0	The Solution must allow location staff to flag a slip as partially available on the interactive map. The partially	Y				

	available status shall be visible to location staff to assist with assigning multiple boats to one slip.					
	Electronic Signature Requirements					
257.0	The Solution must be capable of capturing electronic signatures on DNR desired reports as well as routing document through process flow using a Certificate Authority within their software. Examples could include electronic signatures to certify reports, electronic tracking for receipting/transferring Serialized Stock, or capturing signatures on system forms. State standard is OneSpan but a Contractor may utilize their own 3 rd party Certificate Authority.			Y		
258.0	The Solution must be capable of displaying a security banner with each user log-in.		Y			
259.0	The Solution must be capable of tracking password resets and password changes.	Y				
	General Harbor Requirements					
260.0	The Solution must allow designation of State and GIA Harbors in the system areas where appropriate.	Y				
261.0	The Solution must support different dockage categories, including but not limited to slips, seasonal slips, broadside, rafting, doubling, aux. etc. based on usage type. The Solution must allow for different reservation structures including, but not limited to, usage type, dockage category, location, sales channel, etc. <ul style="list-style-type: none"> • For some dockage categories, reservations will only be allowed thru certain sales channels. • The Solution must only allow customers to reserve a particular slip name/number if their vessel fits within the defined parameters of the slip. 	Y				

	<ul style="list-style-type: none"> For broadside dockage the Solution must allow reservations based on a percentage of the whole, as well as assigning a slip number, while tracking and decreasing the available inventory for such reservations. 					
262.0	The Solution must allow for field staff to register a boat to a slip without collecting payment and reflect a balance due. Example: a customer drops a boat in a slip and leaves without registering. The staff need to be able to show the slip as occupied, but with payment still due.	Y				
263.0	The Solution must allow staff to transfer boats across slips or to a part of a slip (ex. rafting or doubling) or to broadside dockage to maximize the use of inventory.	Y				
264.0	The Solution must allow location staff, through the field application only, to assign multiple reservations to one slip and assign them each a unique slip identifier.			Y		
Seasonal Slip Wait Lists Requirements						
265.0	The Solution must allow the ability to manage seasonal slip wait lists and to allow for staff to define how many spots a wait list may have.			Y		
266.0	The Solution must allow multiple wait list for each harbor.			Y		
267.0	The Solution wait list will have a fee determined by the State that will be applied when customers sign up.			Y		
268.0	The Solution must allow a date and time stamp for each entry to maintain first come/first serve integrity.			Y		
269.0	<p>The Solution must generate a confirmation when a customer has secured a spot on the wait list. The confirmation must include but is not limited to the following information:</p> <ul style="list-style-type: none"> The terms and conditions (to be provided by the State) The harbor the wait list is for The customer information Boat Name Boat Information 			Y		

	<ul style="list-style-type: none"> • Date and time the customer was placed on the wait list • The customer's position in line 					
270.0	The Solution must allow for customers to be removed from the waitlist and automatically move the subsequent customers up the list.			Y		
271.0	<p>The Solution must allow for the annual renewal of season waitlist customers, by providing the ability to configure customer messaging to be sent via email or SMS, reminding them to renew online or via the call center</p> <p>Seasonal wait list renewal must be made available for a specific date range and once the time has passed, expired wait list holders who have not renewed will drop from the list.</p>			Y		
272.0	The system must allow staff to generate a seasonal boater wait list report.			Y		
273.0	<p>Upon registering a seasonal boater, the Solution must generate a confirmation/receipt via email and/or text that includes but not limited to the following:</p> <ul style="list-style-type: none"> • The terms and conditions (to be provided by the State) • The seasonal slip # at the harbor that is booked • The customer information • Boat Name • Balance due 	Y				
Broadside Slips Requirements						
274.0	The Solution must allow a "Broadside" slip category that allows staff to assign bookings based on a percentage of the whole, as well as assigning a slip number, while tracking and decreasing the available inventory for such reservations.			Y		



Rafting Requirements						
275.0	The Solution must allow for a “Rafting” category for each slip where multiple additional boats may be assigned to a slip that is already registered. Rafting is only assigned via front-line staff directly at the location and the Rafting category is never reservable.			Y		
Public Website Requirements						
276.0	The public web site must be available 24 hours per day, 7 days per week for processing reservations.	Y				
277.0	Some of the items under look and feel standard include but not limited to the following: <ul style="list-style-type: none"> • Banner • Application Name and Logo • Headers and Sub-headers • Layout and navigation • Accessibility and ADA compliance/WCAG 2.0 Level AA • Browser compatibility 	Y				
278.0	The public website must be configurable to allow updates to hyperlinks, alerts, event calendar information and general location information based on security level and specific location access.	Y				
279.0	The public web site must be designed to accept redirects from other DNR web sites to location specific pages on CRS.			Y		
280.0	The home page must support DNR posted content which includes alerts, marketing information, and easy access to core functions such as reserving resources or purchasing retail items.	Y				

281.0	The location specific web pages must be customizable to include general information about the location and the specific resources.	Y				
282.0	The Solution must display a real time "system clock" on the public web site that matches the server clock. This is very important at the start of the booking window.	Y				
283.0	The Solution must allow for multiple payment types at check-out. For example, if a customer reserves 2 resources, they can pay in full for both OR pay for each reservation separately, with different payment types.	Y				
284.0	The Solution must lock and hold a resource in a cart the moment the "reserve" button is selected.	Y				
285.0	The Solution website must be designed so as to auto refresh at the exact moment new resource inventory becomes available for booking. Customers should not have to refresh their screens at the top of the hour.	Y				
286.0	The public website must have access to sell other retail items as defined by the DNR. For example, a "store" feature where a customer can purchase a recreation passport with their reservation.	Y				
Customer Registration Requirements						
287.0	The Solution must require first time customers to register and create a customer account before reservations can be finalized.	Y				
288.0	The Solution must require customers to login to make reservations.	Y				
289.0	The Solution must allow the customers to set up a personal profile to include search preferences based on equipment which will pre-populate in the correct fields once logged in.	Y				
290.0	The Solution must allow the customers to recover and or reset their password.	Y				
291.0	The Solution must customize the reservation process for first time customers and repeat customers. The			Y		

	Solution must recognize repeat customers and auto populate their stored customer information.					
292.0	When a customer is logged into their account, the Solution must display and allow modifications to all reservations associated to their account regardless of the sales channel where they were created.	Y				
293.0	Each Solution location page must be customizable to display items, including but not limited to, the amenities, driving directions, reservations, cancellation policies & fees and other location specific information as well as allow customers to check for availability.	Y				
294.0	The Solution must prevent duplicate customer account registration.	Y				
Search Criteria Requirements						
295.0	The Solution must allow the customers to search the reservable resources statewide, by region, or county, and field location. The search criteria must display results specific to the resource type being reserved. The Contractor must work with DNR to define search criteria specific to various resource types.	Y				
296.0	The Solution must allow customers to check resource availability using search criteria defined by the DNR that includes but is not limited to: <ul style="list-style-type: none"> • arrival date • number of nights stay • number of people • equipment type/vessel size • amenities (Example – ADA, electric, etc.) 	Y				
297.0	The Solution must provide availability searches by Map, Calendar, or list views.	Y				
Content Management Requirements						

298.0	The State requires the ability for staff to manage certain content within the Solution based on security level.	Y				
299.0	The Solution must only allow users to view or manage resources or messages that are associated with locations they are assigned.			Y		
300.0	All content changes must be tied to a review process. The Solution must set up an approval path for all changes.	Y				
301.0	The Solution content the DNR requires access to modify must include but is not limited to: <ul style="list-style-type: none"> • Operating/reservable dates and rates • Inventory parameters and attributes (site dimension, slip dimensions, amenities, pictures, descriptions, etc.) • Confirmation letters • Park specific policies • DNR specific marketing information on the website 			Y		
302.0	The Solution must maintain a master inventory list of programs for reservable and retail items under the following categories as defined by the DNR to include but not limited to. <ul style="list-style-type: none"> • parks • harbors • GIA • forests 	Y				
303.0	The Solution must provide an ability to create additional levels of sub-categories as defined by the DNR.	Y				
304.0	The Solution must allow resources/programs to be managed by these categories/sub-categories	Y				



305.0	The Solution retail items must be assigned to various locations and inventory shall be tracked on a location basis.	Y				
306.0	The Solution must ensure sublocations assigned to a parent location can record sale items of the sublocation while working within the parents profile, and that the revenue is recorded to the proper location.	Y				
307.0	The Contractor must make sure new reservable resources must open on all sales channels at the same time throughout the Solution. New resources must open based on the resource type, reservable window to the date and established call center hours. See "Call Center hours" in Call center section.	Y				
308.0	The Solution must allow closures or inventory holds at any time whether inside or outside the booking window.	Y				
309.0	The Solution must provide ability to close/hold reservable inventory at any location based on security levels.	Y				
310.0	The Solution must allow authorized DNR personnel to change the number of campsites/slips or other reservable resources within a particular field location.	Y				
311.0	Season opening/closing dates vary by location. The Solution must allow dates to be adjusted as needed.	Y				
	Reservable Inventory Requirements					
312.0	The Contractor will be responsible for setting up and maintaining reservable inventory within the Solution.	Y				
313.0	The Contractor must work with DNR to capture the business rules related to reservable inventory and must configure the reservable inventory based on these business rules.	Y				
314.0	The Solution must allow setting up the reservable resources which include but not limited to: <ul style="list-style-type: none"> • Overnight accommodations • Day use rentals • Time slots rentals 	Y				

Overnight Accommodations Requirements						
315.0	The Contractor must set up overnight accommodations in the following categories and subcategories: Campsites, Overnight Lodging, Harbors, Equestrian.	Y				
316.0	The Solution must allow for the addition of new categories as defined by the DNR. The Solution must be filterable down to each individual resource.	Y				
317.0	Campsites must be set up based on site type, amenities, equipment type, equipment size or any other parameter as defined by the DNR. Examples include, but not limited to: <ul style="list-style-type: none"> • Modern • Semi-modern • Rustic • Equestrian • Group Backcountry • Boat 	Y				
318.0	Overnight lodging must be set up based on number occupants, amenities provided, or any other parameter as defined by the DNR. Examples included, but not limited to: <ul style="list-style-type: none"> • Rustic Cabins • Camper Cabins • Mini-Cabins • Yurts • Lodges • Safari Tents • Cottages • Geo Domes • Teepees 	Y				



	<ul style="list-style-type: none"> • Pop Up's 					
319.0	<p>Harbors must be set up based on slip dimensions, boat type, amenities or any other parameter as defined by the DNR. Examples include but not limited to:</p> <ul style="list-style-type: none"> • Harbor slips • Broadside slips • Day Dockage • Rafting 	Y				
320.0	<p>Equestrian must be set up based on site type, amenities, equipment type, equipment size or any other parameter as defined by the DNR. Examples include but not limited to:</p> <ul style="list-style-type: none"> • Equestrian Modern • Equestrian Semi-Modern • Equestrian Rustic • Equestrian Group Camp 	Y				
Day Use Rentals / Time Slot Rentals Requirements						
321.0	<p>The Contractor must set up day use rentals in the following resources utilizing per day, per hour and per time block rentals. Examples include but not limited to:</p> <ol style="list-style-type: none"> Shelters Sports Fields Event Spaces Chapel Trails Parking Events Recreational Equipment such as Canoes, kayaks, boats, etc. Conference Spaces Reservable Audio Visual Equipment 	Y				
322.0	<p>The Contractor must work with DNR to capture the business rules related to reservable resource attributes.</p>	Y				

	<p>These attributes are product specific and vary based on a field location, season, and other factors that shall be specified by DNR. Following are key examples:</p> <ul style="list-style-type: none"> • sales channel • 3, 6, 9, 12 month rolling reservation window to the date • site specific time period • variable pricing by season, site, or special attribute • special pricing time period (day of the week/year) • fixed rate (per site, per person or both) • partial payment option • local sale • reservable • non-reservable • discounts may apply • taxable • ADA • electric/non-electric • rustic/modern/semi-modern 					
323.0	Some of the locations are identified by Alias Names. Solution must have the capability to search on Alias names.	Y				
324.0	As designated by the DNR, some resources may be held as local sale only and not reservable via the call center or public web site.	Y				
	Auxiliary Resources Requirements					
325.0	The Contractor must make sure auxiliary resources are transient sites/slips assigned by location staff to accommodate customers temporarily. Auxiliary resources are not a physical inventory and are available	Y				

	only as local sales. The same rules apply as regular sites/slips, including fees.					
	Retail/POS (Point of Sale) Inventory Requirements					
326.0	The Solution must allow DNR and field admin to setup and maintain retail inventory list in the system based on security level.	Y				
327.0	The Contractor must work with the DNR to capture the business rules related to retail inventory and must configure the retail inventory based on these business rules.	Y				
328.0	The Solution must provide an ability to create/maintain field location specific sub-products for Retail Products. Examples of the retail products: <ul style="list-style-type: none"> • cups, mugs, etc. • fuel • serialized stock • food 	Y				
329.0	The Solution must allow for retail items to have certain and specific attributes. These attributes are product specific and vary based on each field location and other factors that shall be specified by DNR. <ul style="list-style-type: none"> • price • quantity on hand • critical levels • local sale only Y/N • measurement unit • taxable/non-taxable/tax included • global product • fixed product price • customer record (optional field for some products) 	Y				

	<ul style="list-style-type: none"> • barcode assignment • product name • revenue code 					
330.0	The Solution must have a Retail POS Customer database to allow search functionality for Retail Sales items that require collection of customer information. This must be integrated with reservation customer dataset but can be a separate database specific to retail sales.	Y				
331.0	The Solution must have the ability to track all Retail sales for the primary location and its' sublocations, to include revenue coding, inventory, and sales data. An example, Park A (primary) manages 5 state forest campgrounds-SFCG (sub). The operator's shift is for Park A and the permit/inventory is assigned to the Operator in Park A but must be able to record the sale of permits in the sublocation within the same Park A shift, record the revenue to the sublocation, as well as manage the inventory for park and sub location.	Y				
332.0	Contractor must make sure retail inventory will have the ability to be controlled at a global and/or local level. DNR field admin must be able to modify inventory and/or customize for their specific field locations which include but not limited to the following: <ul style="list-style-type: none"> • quantity ordered • quantity on hand • quantity removed • add sub-products • set prices for products/sub products 	Y				
333.0	The Solution Inventory Change Record must be created when inventory status has been changed or adjusted. Record must include details of the retail item, type of change made, date change was made, and employee making the change.	Y				
Special Retail Items – Serialized Stock Requirements						



334.0	The Solution must maintain serialized stock with unique serial numbers.	Y				
335.0	The Solution must allow multiple categories of serialized stock	Y				
336.0	The Solution must maintain a master inventory list of serialized stock.	Y				
337.0	The Solution must allow various types of permits with different requirements to be configured for sale in the system.	Y				
POS/Retail Functionality Requirements						
	Serialized Stocks Requirements					
338.0	The Solution must provide an ability to assign serialized stock to Operators. Serialized stock must be tied to a location by person.	Y				
339.0	The Solution must provide an ability to assign a range of serial numbers to an employee in addition to assigning them with unique individual serial numbers.	Y				
340.0	The Solution must display the Operator inventory of serial numbers on hand examples are reports, employee shift on/off etc...	Y				
341.0	The Solution must be capable of recognizing the serial numbers that were already assigned to avoid double assignments.	Y				
342.0	Serialized Stock are sold at the field location and also remotely by field staff. The Solution must allow the staff to record the sale of the permits at the point of sale, at the field location or at the end of the day as a batch entry for multiple permits.	Y				
343.0	The Solution must have the ability to scan a serial number of the permit or record the serial numbers manually.	Y				

344.0	The Solution must decrement the serial numbers from the employee/location inventory when the sale is recorded.	Y				
345.0	The Solution must provide an ability to record a void and adjust incorrect assignment of serial numbers.	Y				
346.0	The system must have the ability to carry forward the serialized stock assignment to the next day or return to unassigned inventory.	Y				
347.0	The Solution must track the serialized stock numbers based on the following status including but not limited to: <ul style="list-style-type: none"> • sold • assigned • discrepancy • void • unassigned – permits on hand. • Transferred in • Transferred out • Corrected 	Y				
Annual Pass Requirements						
348.0	The Solution must have the functionality where permits shall be printed at the time of sale at each POS location and with the use of mobile devices. The Solution must have the ability to print a sticker that can be affixed to a vehicle as per DNR requirements			Y		
349.0	The Solution must have the ability to generate an electronically stored receipt for the customer, customized by the DNR for verification of the sale.	Y				
350.0	The Solutions electronically stored receipt must include, but not limited to: <ul style="list-style-type: none"> • Customer license plate • Make/model/State or Jurisdiction <ul style="list-style-type: none"> ○ Type of permit • Permit expiration date. 	Y				

	<ul style="list-style-type: none"> barcode 					
351.0	The Solution must be able to support permit sales from the reservation web site with the ability to configure a receipt customized by the DNR for verification of the sale.	Y				
352.0	OPTIONAL: The Solution must support license plate recognition to verify recreation passports, parking lot management, and tracking attendance data.			Y		
Day Pass Requirements						
353.0	<p>The Solution must provide a functionality to allow staff to issue Michigan State Park & Recreation Areas Daily Recreation Passport (Day Passes). Day passes are generated when purchased and do not have a pre-defined inventory.</p> <ul style="list-style-type: none"> The information printed on a day pass shall include, but not be limited to: <ul style="list-style-type: none"> Michigan State Park & Recreation Non-Resident Daily Passport The current day's date (Month/Day/Year) Expiration time – 10PM The pass must be printed on the receipt/thermal printer barcode 	Y				
354.0	The Solution must keep track of all day passes issued and must be tracked by location, date, operator and other parameters as required by DNR.	Y				
355.0	<p>OPTIONAL: The DNR desires the option to sell on-line daily entry passes produced electronically through the Solution to be displayed on a customer's phone or printed electronically. Parameters will be defined by the DNR and may include but are not limited to:</p> <ul style="list-style-type: none"> Location specific sales 	Y				



	<ul style="list-style-type: none"> Daily quantity quotas Product quota should be uploaded so that staff do not have to manually enter 365 days Allow entry of license plate, make model and color of the vehicle that will use the pass Entry pass should display location name, date of use, vehicle description, logo, and any disclaimers 					
	Reservable & Retail Sales on all channel Requirements					
356.0	The Solution sales module must be fully integrated with other CRS modules to seamlessly share and update information in real time. All sales transactions must instantly update other CRS functions including customer history, accounts receivables and reservable and retail inventory records.	Y				
357.0	The Solution must allow sales of all items including reservable, retail items, gift cards etc. in a single transaction within the CRS system.	Y				
358.0	The items that can be added to the Solution shopping cart must vary based on the sales channel as defined by the DNR.	Y				
359.0	The Solution must limit the number of reservable items that can be added to the shopping cart based on the sales channel.	Y				
360.0	The Solution must allow customers, call center, and field staff to add, modify and remove individual products from the shopping cart or modify their quantities.	Y				
361.0	The Solution must have the ability to handle pre-defined discounts and promotional coupons for reservable and retail items by specific product or night reserved or by shopping cart.			Y		
362.0	The Solution shopping cart must expire after a certain time period. The expiration time will vary based on sales channel as specified by DNR. The items in the shopping	Y				



	cart must be immediately returned back to inventory when the shopping cart expires.					
363.0	Reservable inventory must be held the moment it is selected. The Solution must return the items immediately back to inventory if the user logs off and the sale is not completed.	Y				
364.0	The Solution must be capable of dealing with incomplete transactions and must automatically adjust the inventory and make it available for sale in real time.	Y				
365.0	The Solution must electronically (email, text, etc..) send instant confirmations to the customer when reservations, modifications or cancellations are completed. Customers reserving through call center and without an email account, the confirmation information must be mailed within 48 hours.	Y				
Sales at Field Location						
366.0	All sales including retail, reservable items and local sales must be handled through the Solution in real time.	Y				
367.0	<p>The sales screen must display quantity on hand for reservable and retail items as defined by DNR.</p> <ul style="list-style-type: none"> The sales screen must display the available and unavailable reservable resources on the sales screen in a map format. Retail Product sales screen must display available products for sale based on location. The system must have a retail inventory management system. 	Y				
368.0	The Solution must allow unlimited retail items to be added to the shopping cart.	Y				
369.0	The Solution must provide a hot key feature that can be configured by the field location. This will allow the field locations to quickly sell popular retail items.	Y				
370.0	The Solution must provide the functionality for staff to pause shopping carts and open a new one. This must	Y				

	enable the operator to perform a quick sale while registering another customer.					
371.0	The Solution must allow retail items to be sold under a previous customer transaction record. For example, a customer checks in and returns later to make a purchase. Staff can search that customer's booking and add the additional sale.	Y				
372.0	The Solution must allow POS to accept returns of all retail items with or without a receipt. All returned items must be added back to inventory on a real time basis.	Y				
373.0	The Solution must allow the POS to refund customer on all reservable and retail items.	Y				
374.0	The Solution must have the capability of issuing a refund receipt with an accompanying credit, debit, and gift card adjustment. The method(s) of payment must appear on the customer receipt.	Y				
375.0	The Solution must allow field operator to do a fee override or adjust inventory on a sale with a special authorization password or based on security level.	Y				
376.0	The Solution must allow admin to do a fee override on a sale outside the reservation window.	Y				
System Messaging Requirements						
377.0	The Solution must allow for various types of internal and external messaging, including but not limited to: Broadcasts, Alerts, Messages, Notifications, Must Reads, Customer notes, customer comments, and Account notes.	Y				
378.0	Solution messages must allow for scheduled or real time functionality	Y				
379.0	Solution message formats will be variable depending on message type, but must include, readable text, emails, phone calls, auto calls, text messages, etc.	Y				

380.0	Solution messaging must be flexible to allow for setting up an approval path for certain message types or programs as specified by the DNR.	Y				
Broadcast Messages (internal) Requirements						
381.0	The Solution must have the ability to broadcast customizable messages, and the flexibility to send them to any combination of workstations/devices. Examples: all workstations/devices, all workstations/devices in a specific program, or all workstations/devices at a specific field location.	Y				
382.0	Broadcast messages may be time sensitive and need to be posted immediately or may be valid for only a specific time. The Solution must have the flexibility to accommodate immediate/real time and scheduled broadcasts.	Y				
383.0	The Solution must provide the ability to create broadcast messages, based on security level and the facilities they are associated with. They may post of all locations or select specific locations.	Y				
384.0	The Solution must allow the ability to create multiple broadcasts at the same time and must automatically create a queue of such broadcasts.	Y				
385.0	The Solution broadcasts display frequency must be configurable. Examples include, but are not limited to: <ul style="list-style-type: none"> displayed only once per workstation/device during a specified time displayed any time an operator logs on to a workstation/device 	Y				
386.0	The Solution must allow for storage of broadcast messages by staff so they can refer to the messages at a later time.	Y				
Customer Account Notes Requirements						
387.0	The Solution must allow adding of specific notes or alerts to a customer record to be displayed to the operator at the time of registration. Notes must be able to be applied to either the customer record (viewable	Y				

	whenever the customer record is pulled up, regardless of location) or the reservation record (specific to a reservation at a specific location).					
Must Reads, Notifications, Comments and Confirmation Requirements						
	Must Read Requirements					
388.0	Based on security level, the Solution must allow staff to enter customizable time sensitive, field specific information (must read), valid for a given date range to inform customers of important information. Ex. special events.	Y				
389.0	The Solution must display time sensitive messages to the call center and field operator to be conveyed to the customer while taking a reservation and displayed direct to the customer during reservations on the public CRS website where customers must acknowledge/agree to these messages before being able to proceed with a reservation.	Y				
	Customer Notification Requirements					
390.0	Solution messaging must be configurable to allow information to be displayed for a specific start and end date. For example, a message can be entered today to be displayed today through a defined expiration date.	Y				
391.0	Solution messaging must be configurable to allow information to be tied to a specific resource and reservation time period. For example, customers need to be alerted that modern restrooms will be closed Oct 15 th when they choose to reserve dates that include Oct 15.	Y				
392.0	The Contractor must provide a Reservation notification system to alert customers using phone, SMS, email, or an automated system informing them of a reservation cancellation, field location closure etc. The Contractor must assist in contacting all customers and finding a	Y				

	new destination, if desired. Such cancellations and rebooking shall happen at no additional cost to DNR or to the customer.					
393.0	The Solution must provide a notification feature whereas a customer can sign up to be notified of a cancellation at a specific park and/or for a specific resource. Notifications must be by text or email alert and be configured to expire when the customer no longer wants the alert.	Y				
394.0	The Solution must be able to pull data to selectively send out phone, text, and email notifications for certain marketing campaigns as described by DNR.	Y				
395.0	The Solution must have the ability for customers to opt in to get text/email notifications as well as allow customers the ability to opt out/unsubscribe from the notifications.	Y				
Customer Comments/Notes Requirements						
396.0	The Solution must provide a comment box on the reservation screen to record customer comments/notes. The comment must be available in plain view to the appropriate field location as a part of the reservation record. Comments need to be identified at report level as opposed to a record level.	Y				
Confirmation Message Requirement						
397.0	The Solution must be capable of including specific miscellaneous clauses on the reservation confirmation letter. For example, if a customer reserves a campsite in a campground that has an alcohol ban, this information must be included on the reservation confirmation letter. The clauses provided on facility reservation confirmation letters include but are not limited to: <ul style="list-style-type: none"> • standard rules and information • special rules and conditions that apply to specific locations • special rules at facilities for certain time periods 	Y				

	<ul style="list-style-type: none"> time sensitive alerts based on reservation period cancellation notification 					
Accounting and Financials Requirements						
	Pricing/Fees Requirements					
398.0	All pricing and transaction fees including reservation fee, modification fee and cancellation fees must be determined by DNR and will be subject to change solely by DNR. The Contractor must not make pricing or fee changes without the approval of DNR.	Y				
399.0	The Solution must allow changes to the fees at any time as approved by DNR.	Y				
400.0	The Solution must be structured such that all fees and charges will be automatically calculated by the Central Reservation System.	Y				
401.0	<p>The Solution must allow for variations in fees based on amenities within the same field location, between field locations, and for certain days of the week and certain time periods during the calendar year. The Solution must allow a flexible fee structure permitting mid-season pricing changes. The fees are consistent for reservations made through all sales channels. DNR admin must have an ability to modify the pricing structure to allow for differential pricing based on, but not limited to the following:</p> <ul style="list-style-type: none"> field locations site/slip time period/season number of people at the site discounts and free stays coupons amenities 	Y				

	<ul style="list-style-type: none"> • retail commodities • service bundling • departmental discretions • emergencies (amenity adjustments) 					
402.0	The Solution must have the ability to charge a fixed reservation fee in addition to site/slip fee.	Y				
403.0	The reservation fee may not be applicable to certain sales channels and may vary by sales channel, inventory type or field location.	Y				
404.0	The Solution must allow reservation fees to be charged based on the item being reserved.	Y				
405.0	<p>The Solution must allow for reservation cancellations to be performed for a fee. The fee may be based on:</p> <ul style="list-style-type: none"> • Flat rate • Sliding percentage based on how long a reservation is held before modifying or canceling. • Date cancellation is requested. • Time a cancellation is requested. <p>Or a combination of the above. The fee may be rounded in the customers favor when cancellation or modification is performed in the field and the DNR reserves the right to modify the cancellation fee.</p>	Y				
Compensation Calculation Requirements						
406.0	Calculations for Contractor payments must be created at the time the transactions occur and must be available in a detailed and consolidated form.	Y				
407.0	The Contractor will be paid by invoicing the SOM based on the terms of the contract. All revenue collected through the CRS will be processed and deposited to SOM accounts. No collection of revenue through the CRS will be retained by the Contractor.	Y				
408.0	Should the DNR schedule campground use for a special event (i.e. harvest festival activities, Christmas in July,	Y				



	host camper activities, etc..) where a minimal number of sites need to be held/closed in order to host activities, no payment will be paid to the Contractor for camper nights.					
	Peripheral/Tax Structure Requirements					
409.0	The Solution must ensure all amenity charges are included in the reservation camp-night fee.	Y				
410.0	The solution must be configurable to charge or not charge taxes as required by the DNR.	Y				
411.0	The Solution must allow the retail items to be designated as taxable or non-taxable.	Y				
412.0	The Solution must allow taxable retail items to be designated and calculated as inclusive of taxes or to be charged in addition to item price.	Y				
413.0	The Solution must record all the taxes separately and have the ability to report taxes exclusively.	Y				
414.0	The tax collected must appear on the customer receipts regardless of method (inclusive or addition) of calculation.	Y				
	Discounts/Coupons Requirements					
415.0	The Solution must allow DNR and Field admin to apply discounts and promotional codes based on DNR defined categories to include but not limited to: reservable resources, retail, point of sale product, product category, date ranges, and sales channel. Codes need to be configurable by location.	Y				
416.0	The Solution discounts/coupons options must include but not limited to: <ul style="list-style-type: none"> • set dollar amount • percentage off, • amount off prior to tax • amount after tax <ul style="list-style-type: none"> • RAM-Govt. Non-profit rate • RAM-Corporate Rate • RAM-Group rate 	Y				

	<ul style="list-style-type: none"> • RAM-Weekly Rate • RAM-Weekday Rate • RAM-Weekend Rate • RAM-Child Rate 					
Payment Types Requirements						
417.0	<p>The Solution must accept the following payment methods at all sales channels: (CEPAS Payment types):</p> <ul style="list-style-type: none"> • Credit/Debit cards – Mastercard, Visa, Discover, & AMEX • Google Pay • Apple Pay • Samsung Pay • PayPal • DNR Gift Cards (physical and e-gift cards) <p>Field Locations must also have the ability to accept:</p> <ul style="list-style-type: none"> • Cash (US Cash) • Checks – personal, travelers, and money orders 			Y		
418.0	The Solution must provide the ability to accept partial payments based on a specific item or resource type.	Y				
419.0	The Solution must allow acceptance of any combination of payment methods including gift card.	Y				
420.0	The Solution must allow for a customer to register locally but pay on-line through the CRS public web site or through the call-center.				Y	
Credit Card Requirements						
421.0	The Solution must handle all SOM CEPAS Payment methods (ex. credit/debit card transactions) and must include real time on-line authorization, obtained through SOM CEPAS for all sales channels prior to reservation or receipt of product/service.	Y				
422.0	Off-line (Store and Forward) transactions is currently not accepted through the SOM CEPAS system. When available through CEPAS, off-line transaction functionality must be a payment option in the Solution for designated locations and as allowed based on the terms set SOM.			Y		

423.0	The Solution must provide the field staff an ability to manually enter credit card numbers securely and in compliance with PCI standards. The Solution must prompt for Address Verification Service (AVS) and CVV2 verification and transmit to CEPAS for authorization. CEPAS return messages (e.g., declined, address mismatch, etc.) must be received and an appropriate message displayed in the CRS system for the operator to act upon as well as on the customer receipt.	Y				
424.0	Full and complete information must be recorded indicating that credit cards and debit cards are valid in the Solution. If proper and complete information is not provided or if the information on the card indicates that the card is not valid, no transaction must be provided processed by the Contractor.	Y				
425.0	If the Contractor's employees process improperly prepared information or the Contractor's Solution errors and processes a transaction in which the credit/debit card is not valid, the Contractor must reimburse the DNR for all directly related financial losses incurred by the DNR.	Y				
426.0	If full and complete information is recorded which indicates credit/debit card should be valid, but it is later rejected for some reason, the Contractor will not be responsible for such losses to the DNR if the error is not a result of the Contractor's employee or a Contractor Solution error.	Y				
427.0	The Contractor must format transactions through the authorization and settlement process which qualify for the lowest credit card bank fees possible for the State of Michigan. The Contractor must work with the DNR accounting and the State's banking representatives to ensure this requirement is met.	Y				
428.0	Solution receipt requirements for face-to-face transactions a) Merchant Name b) Merchant City c) Merchant State d) Transaction number e) Transaction Date	Y				



	f) Transaction Amount - with "\$" to indicate U.S. funds. g) U.S. Funds h) Transaction Type: e.g... Purchase or Refund i) Last 4 digits of the card j) Card brand – (Visa, MasterCard, Discover or American Express) k) Descriptions of goods/services l) Authorization Code m) Return/refund policy Note: The receipt <u>may not contain</u> the full card number or any part of the Expiration date.					
429.0	The Solution must have the flexibility to print or not to print a receipt or require a customer signature based on parameters specified by DNR. This may include a dollar threshold for the sale total.	Y				
430.0	The Solution must print bar codes on receipts. The Solution must locate the associated transaction when a receipt bar code is scanned while processing any returns.	Y				
431.0	At field locations, the Solution must provide the option to text or email receipts to the customer.				Y	
Gift Card Requirements						
432.0	The Solution must allow for sale of both Physical and e-gift cards.	Y				
433.0	The Contractor must be responsible for providing all hardware, software and card supplies necessary for processing gift cards.	Y				
434.0	The Contractor must make sure that gift cards carry DNR logo and card language that will be provided by DNR.	Y				
435.0	The Contractor must make sure that the gift cards business rules must comply with State of Michigan laws.	Y				
436.0	The Solution must provide customers an option to register their gift cards to their account on the public web site.	Y				
437.0	The Solution must allow DNR to issue a new gift card and transfer funds to the new card if the registered customer reports the card as lost or stolen. The Solution	Y				



	must void the original gift card after funds are transferred.					
438.0	The Solution must allow sale and acceptance of gift cards on all sales channels. Locations will be defined by the DNR.	Y				
439.0	The Solution must allow the gift cards to be reloaded from all sales channels. The gift cards must be loaded in whole dollar values as determined by DNR.	Y				
440.0	The Solution must allow the refunds to be loaded to the gift card based on refund rules provided by DNR.	Y				
441.0	The Solution must allow gift card balances to be checked from all sales channels.	Y				
442.0	The Contractor must make sure that gift cards include a unique serial and pin #.	Y				
443.0	The Solution must allow the gift card to be activated and accepted by a swipe, bar scan or data entry.	Y				
444.0	The Contractor must make sure that gift cards hold no value until activated.	Y				
445.0	The Solution must print the balance of gift card on transaction receipt after use.		Y			
446.0	The Solution must be able to generate e-gift cards for purchase or for refunding customers. E-gift cards must be able to be electronically "gifted" to another individual and configured to be registered to a customer's account upon activation.	Y				
Refunding Processing Requirements						
447.0	The Solution must allow refunds to be processed for all payment types per the Refund Matrix in Table 2.	Y				
448.0	The Solution must allow refunds to be made to reservations inside and outside the reservation period based on security level. Operators at lower security levels will only be allowed to issue refunds within the reservation period.	Y				
449.0	The Solution must allow refunds to be made to retail inventory items. Refund method must be consistent with refund matrix provided above. Refunds for retail must be allowed with or without a receipt. Refunds must never exceed the cost of item sold.	Y				
450.0	The Solution must have the ability to refund only one or multiple items from an order. For example, when a	Y				



	quantity of 10 is purchased, the system must provide an ability to return only 1 item.					
451.0	The Solution must round refunds with tax to two decimal places in favor of the customer.	Y				
452.0	The Solution must clearly and obviously display the “amount owed” from a customer vs a “Refund due” to the customer. Examples would include the use of Parenthesis and/or displayed in red for refunds.	Y				
453.0	Refunds must reflect any discount that may have been applied to the item. The Solution must enforce discount rules and reversal of discount rules upon refund. The Solution must not allow any refunds to be greater than the received amount. For example - customers' nights were modified to a rate lower than system originally computed. Refunding a single night must not re-calculate the remaining nights back to the original rate, rather to the adjusted rate in the transaction.	Y				
454.0	The Solution must provide an option to refund check payments through the MDOT accounting service center. The Solution must create a queue of refund requests to allow MDOT accounting service center staff to authorize refunds.	Y				
455.0	The Solution must provide refund verification and a reconciliation process for the MDOT accounting service center to approve refunds.	Y				
456.0	The Contractor must provide a transmittal file of the approved refunds to be imported to the State financial system at a schedule determined by DNR.	Y				
	Financial Tracking Requirements					
457.0	The Contractor must provide clear, secure, traceable, and auditable revenue and reporting systems.	Y				
458.0	The Solution must generate a unique identification number for each financial transaction and for each reservation.	Y				
459.0	The Solution must have a highly visible prompt for the operator to finalize transaction.	Y				
460.0	The Solution must track all financial transactions related to an individual reservation I.D., including modifications, cancellations, extensions, transfers, reductions in stay, departures, voids. The Solution must display the last status of the transaction.	Y				

461.0	The Solution must capture the following information for each financial transaction which includes but not limited to: <ul style="list-style-type: none"> • transaction type • sales channel • operator who created/modified the transaction • date and time the transaction was created/modified • the location from which it was created/modified • cash drawer number • items purchased • amount • applicable taxes • payment method • cost per item • quantity 	Y				
462.0	The Solution must include all sale items and have a revenue code associated with them. Revenue coding includes: Dept code, Unit (park/harbor/SFCG/GIA specific), Fund (program specific), Appropriation, Dept. Revenue Code (sale item specific), and Reporting Coding (special/added detail). Some functionalities may require the use of an accounting template that will combine 2 or more of the coding elements.	Y				
463.0	The Solution financial transactions are tracked and reported by the date of the transaction. While a reservation may be booked months ahead of a stay and modified later, the transaction is recognized on the date of occurrence. Each distinct action is posted and reported on the date of occurrence and therefore recognized in the proper accounting period.	Y				
Reconciliation Process Requirements						
464.0	The Solution must provide a process to reconcile, credit card and debit card sales with CEPAS.	Y				
465.0	The Contractor must reconcile all CRS revenues received with all CRS transactions generated on a daily basis.	Y				



466.0	The Contractor must ensure that sales recorded in the database stay in sync with revenues received and process entries to the Solution	Y				
467.0	The Solution must reconcile CRS financial transactions from all sales channels.	Y				
468.0	The Contractor must reconcile the data on a daily basis and provide the reconciliation report to DNR on a daily basis or as required by DNR.	Y				
469.0	The Contractor must provide certification of reconciliation and explanation of the discrepancies.	Y				
470.0	The Contractor must provide transmittal files containing all credit card transactions, GIA refunds, customer refunds, gift cards and cash sales for all locations to be uploaded to the state financial system.	Y				
471.0	All transmittal files provided by the Contractor must be in a format acceptable to the State financial systems.	Y				
	Cash Drawer Management Requirements					
472.0	The Solution must allow all cash drawer functions to be viewed both centrally and locally at the field level.	Y				
473.0	The Solution must allow the field location employee to sign in and open a unique shift in the system.	Y				
474.0	The Solution must assign a unique shift number to each employee to record their transactions.	Y				
475.0	The Solution must allow employees to access their open shift from any computer. Only one shift can be open at a time for a given employee at a specific location. Within the sale screen, the system must make the location that the operator is working within, highly visible to minimize selling from an incorrect location.	Y				
476.0	The Solution must tie an operator's shift to the physical cash drawer when an operator logs on to a machine.	Y				
477.0	The Solution must allow a physical cash drawer to be opened upon request with the operator's password. The physical cash drawer will automatically open at the end of a financial transaction.	Y				
478.0	The Solution must have the ability to track cash drawer change fund amounts by operator. The Solution must generate a report detailing the change fund balance by operator and location.	Y				
479.0	The Solution must calculate and report total sales when the cash drawer is closed.	Y				



480.0	The Solution must allow DNR or field/GIA admin to reconcile a closed cash drawer for over/short and counting errors. The Solution must require a comment for all adjustments.	Y				
481.0	The Solution cash drawer reconciliation process must allow adjustments to inventory with an option to add or reduce the incorrectly recorded transactions.	Y				
482.0	Contractor must make sure over and short are tied to a cash drawer and attached to a revenue code.	Y				
483.0	The Solution must be able to generate bank deposit details based on the cash and check sales from multiple shifts within a location.	Y				
484.0	The Solution must be able to scan and store the validated deposit ticket in the CRS system after cash is deposited to the bank. The Solution must enforce a maximum size for the deposit ticket attachments. The scanned image must be retrievable by Headquarters.	Y				
485.0	The Solution must allow the DNR or field/GIA admin to view open, closed, or deposited shifts.	Y				
486.0	The Solution must allow DNR or field admin to select and view the deposit tickets and drill down to each cash drawer and be able to view the individual transaction details.	Y				
487.0	The Solution must allow the DNR or field/GIA admin to select and close shifts opened by other operators.	Y				
488.0	The Solution must not allow any sales on October 1st for shifts left open on September 30th or earlier.	Y				
CEPAS Integration Requirements						
489.0	All credit card, debit card and revenue for all sales and refunds must be processed through State's Centralized Electronic Payment Authorization System (CEPAS). The Contractor will be required to integrate CRS to CEPAS.	Y				
490.0	The Contractor must integrate the Central Reservation System with CEPAS for the processing of all credit card, debit card and revenue.	Y				
491.0	The Contractor must not store credit card, debit card information after payment processing in the CRS system but will use the CEPAS to securely store credit card, debit card information separate from the application.	Y				

492.0	The Solution must record a CEPAS confirmation number for each transaction paid through CEPAS, for reference and for possible refund. Contractor Solution and CEPAS need to stay in sync.	Y				
493.0	The Contractor must work with the CEPAS team at Department of Treasury to gather requirements for integrating the two systems. Documentation on integration to CEPAS system is attached.	Y				
System Reports Requirements						
494.0	The Contractor must work with DNR to gather the requirements for report layout, data elements, headers, footers. The Contractor will provide additional reports to meet DNR operational needs at no cost to the DNR.	Y				
495.0	Solution reports must contain a configurable header and footer that may include but not limited to: <ul style="list-style-type: none"> • Name of report • Field location or unit name if applicable • Timestamp on which the report was generated • Reporting periods dates 	Y				
496.0	Solution reports must be accessible based on User Level and Location as determined by the DNR.	Y				
497.0	As defined by the DNR, Statewide reporting of all Solution Reports must be available at the highest level with the ability to filter by defined categories, such as but not limited to, District, Program, Location, Resource category, site/slip, payment method, sales channel, operator, shift. These reports must be available in numeric and graphical views, as well as provide report totals. Data from these reports must be exportable to excel, CSV and PDF files.	Y				
498.0	An end of the year meeting/report by the Contractor shall be provided to the DNR. This report / presentation shall provide an overview of key reports, statistics, and performance of the past year for the Reservation System, Call Center, Help Desk, and Training as well as highlight system reports at a Statewide level, by	Y				

	<p>Program, by Field Locations and by Resource types – Examples could include:</p> <ul style="list-style-type: none"> • Gross Revenue • Total Reservations • Total Cancellations • Net Nights (Reserved, less cancelled) • Reservations by State and county • Top 10 reservations by postal code • Average amount paid per reservation • Average Length of Stay • Average Length reservations are held before canceling 					
499.0	<p>Solution reports must be configurable where applicable as defined by the DNR to include but not be limited to:</p> <ul style="list-style-type: none"> • Summary detail and grand totals • display data for a given date or a date range (historical, current, or future) selected by the user. • sortable in ascending or descending format by column headers. • allow sort criteria on multiple column headers. 	Y				
500.0	<p>Solution reports may be static reports, dashboard reports that allow quick links to reservation information, or advanced configurable reports to meet operational needs. Reports must be exportable to PDF, excel or CSV. DNR will define need for the Contractor.</p>	Y				
501.0	<p>Solution static reports must be displayed in print preview and must be available for printing in a printer friendly format.</p>	Y				
502.0	<p>Dashboard reports must allow for quick links from the booking reference number to the booking details.</p>	Y				
503.0	<p>Solution advanced reports must provide detailed information that displays data not subject to specific time period and are generally pulled from data warehouse.</p> <p>Data must be displayed graphically and in a data set view.</p>	Y				



504.0	The Solution must provide report criteria to allow filtering of reports to the lowest level of detail for all reports as applicable. Based on the report type, the following combination of report filtering criteria may be applicable to various reports. <ul style="list-style-type: none"> Statewide, region/district, county, management units Specific program or all programs (Park/Harbor/GIA/Forest/concessionaires) Specific location or all locations Specific employee or all employees within a location Specific property type or all property types 	Y				
505.0	Solution reports must be accessible on the Production database server or reporting Database server or both depending on the type of report as defined by the DNR. As an example, real time reports like Availability report, Occupancy report etc. must be available on the Production database only and month end accounting reports may be accessible on the reporting database server only.	Y				
Customer Report Requirements						
Customer Confirmation						
506.0	The Solution must provide a reservation confirmation report.	Y				
507.0	The Solution report must display customer/occupant information, reservation id, reserve date, facility information, check in time, check out time, pre-paid retail items, total amount paid, amount due, general and location specific information, cancellation policy, bar code etc. and be customizable as required by the DNR.	Y				
Camper/Harbor Pass Requirements						
508.0	This report must be printed at check-in on 8x11 perforated paper or Thermal receipt paper with the option to have pre-printed rules on the back (listed twice – once on top half and once below the perforation on the bottom half). The Solution must print one copy but with 2 passes. The information printed on the pass includes location name, due out date & time, site/slip number(s), registration, occupant/customer name, vehicle/boat	Y				



	information (where applicable), number of people, equipment type (i.e., tent, 20' trailer, boat information, etc.), park/harbor general and specific information as approved or designed by DNR.					
	Reminder Notice Requirements					
509.0	<p>The Solution must be configured to send a reminder to customers that they have an upcoming reservation. These reminders need to be scheduled to go out a certain number of days in advance of arrival based on the DNR's request. The following formats include but not limited to: Text message, email.</p> <p>This report should include upcoming reservation details and any other relevant information as defined by the DNR.</p>	Y				
	Campground Reports Requirements					
	Availability Reports					
510.0	This Solution report must display the availability of "reservable" resource properties for a requested date or date ranges.	Y				
	Arrival Reports					
511.0	This Solution report must display all reservations due in for reservable resource properties for a desired date or a date range.	Y				
	Departure Reports					
512.0	This Solution report must display all "reservable" resource properties due-out for a desired date or a date range.	Y				
	Occupancy Reports					
513.0	This Solution report must display all reservable resource properties that are currently occupied for a desired date or a date range and displays customer information for the occupied site.	Y				
	Property Use Report					
514.0	This Solution report must display the total use of all reservable resource properties for a desired date or date					



	range by sales channel. The report must display total camps and total due out by date.					
	Detailed Property Use Report					
515.0	The Solution report must display the total use of reservable resource properties by a park, by campground loops within a park, by sales channel for a desired date or a date range.	Y				
	Cancellation Report					
516.0	This Solution report must provide detailed and summary information on system generated customer notifications, to include but limited to dates sent, method of notification, and reason.	Y				
	Notification Report					
517.0	This Solution report must provide detailed and summary information on system generated customer notifications, to include but limited to dates sent, method of notification, and reason.	Y				
	Reservation Turn-over Report					
518.0	The solution report must indicate what resources have a departure and arrival occurring on the same day. The report must be configurable to be run by a desired date or date range.	Y				
	Statewide Occupancy Report					
519.0	This Solution report must display a percentage of occupied resources by location (total resources, total closed, total available and total vacant resources with the % occupied of the total available) with a statewide total at the bottom. This report must include filter options for Program, Park/harbor specific, and resource categories, and date ranges from 1 day up to 1 year.	Y				
	Park Attendance Reports Requirements					
	Visitation Report Requirements					
520.0	This Solution report must display park attendance data statewide, by district or by a specific location. The report field include total camp nights, camp nights including due outs, day use visitors, # of people on reservable inventory, campers turned away, day use			Y		



	visitors turned away, shelter rentals, and nights and individuals for all categories, included but not limited to; group camping, mini cabins, yurts, rustic and modern cabins, modern lodges, and any future structure defined by DNR. The report must be available for a desired week or a range.					
	Monthly Day Use Comparison Report Requirements					
521.0	This Solution report must display attendance data statewide, by district or by a specific location. It must also display historical data and compare the attendance count over previous years. The report must be available for a desired month or a range.			Y		
	Harbor Reports Requirements					
	Availability Report Requirements					
522.0	This Solution report must display the availability of reservable properties for a requested date or date range.	Y				
	Arrival Report Requirements					
523.0	This Solution report must display reservations due in for reservable properties for a desired date and or date range. This report details must include but not be limited to; name, reservation #, arrival/departure date, length, width, draft, boat name, mc or doc #, comments, and whether a power or sailboat.	Y				
	Departure Report Requirements					
524.0	This Solution report must display reservable properties due-out for a desired date and or date range.	Y				
	Occupancy Report Requirements					
525.0	This Solution report must display all reservable slips that are occupied for a desired date and or date range and shall display customer information per slip; customer information (including but not limited to), slip name, occupant name, reservation id, arrival date, departure date, boat name, MC/Doc# etc.	Y				
	Property Use Report Requirements					
526.0	This Solution report must display the total use of all reservable properties for a desired date or range of					



	dates by sales channel. The report must display total boats reserved and total due out by date.					
	Detailed Property Use Report Requirements					
527.0	This Solution report must give total use of reservable properties for a desired date or range of dates by sales channel, by date.	Y				
	Cancellation Report Requirements					
528.0	This Solution report must display cancellations for all reservable properties.	Y				
	Harbor View Report Requirement					
529.0	This Solution report must display all slips within a particular harbor or marina. The report must include but not be limited to slip #, MC/Doc#, boat name, length of the boat, arrival, departure, and a blank column labeled "departed" for the staff to manually check. Unoccupied slips must be displayed on the report with all fields blank.	Y				
	Statewide Occupancy Report Requirements					
530.0	This Solution report must display a percentage of occupied slips by harbor (total slips and total vacant slips with the % occupied) with a statewide total at the bottom.	Y				
	Inventory Reports for POS Items Requirements					
531.0	These Solution reports must be generated statewide, for all or specific programs and for all or specific location. The inventory reports must be displayed for the following formats: <ul style="list-style-type: none"> • Inventory - Stock on Hand • Inventory - Reorder • Inventory – Sold • Inventory – Change Records • Inventory – Product Detail (description and account coding) • Inventory - Profitability 	Y				
	Serialized Stock Report Requirements					
532.0	Following are the Solution reports required for Serialized Stock. Based on the report type the data field of the reports include employee name, permit type, serial # of	Y				

	<p>stock assigned/returned, sold, voided, returned to inventory, unassigned (permits on hand) including the quantity and values of each permit type.</p> <p>Report must be available statewide, for a specified program, or all programs, for a specified location or multiple locations.</p> <ul style="list-style-type: none"> • Inventory Assignment/Return Reports • Inventory Reconciliation & Certification Reports • Inventory Sales Reports 					
	Accounting and Financial Reports Requirements					
	Sales Report Requirements					
533.0	<p>The Solution sales reports must display all sales transactions with details that include but are not limited to; date of transaction, payment type, sales channel, transaction id/receipt #, customer name, item description, quantity of items purchased or returned, total amount paid or refunded and CEPAS confirmation number. The reports must also include a summary of payment type and transaction types and must be able to be displayed in summary and detailed formats as defined by the DNR. Examples include but are not limited to, Detailed sales by employee, location, program, statewide and summary sales by employee, location, program, statewide.</p>	Y				
	Revenue Summary Reports Requirements					
534.0	<p>These Solution reports must display data summarizing payment types of revenues received, refunds disbursed and CEPAS confirmation number; including a net total of cash/check revenue collected to assist with closing of employee's daily cash drawer for a specified date range. The reports must be displayed in the formats listed below:</p> <ul style="list-style-type: none"> • Summary of Revenue Statewide • Summary of Revenue by Programs • Summary of Revenue by Locations 	Y				



	<ul style="list-style-type: none"> • Summary of Revenue by Employees • Summary of Revenue by Sales Channels • Summary of Revenue by Payment type • Summary of Revenue by DNR revenue account coding 					
	Retail Sales by Payment Type Reports Requirements					
535.0	<p>These Solution reports must display information on retail sales summarized by payment type for a specified date range. The reports must be displayed in the formats listed below:</p> <ul style="list-style-type: none"> • Retail Sales Statewide • Retail Sales by Programs • Retail Sales by Locations • Retail Sales by Employees • Retail Sales by Sales Channels • Retail Sales with Revenue coding 	Y				
	Refund Report Requirements					
536.0	This Solution report must provide detailed information by employee for customer refunds.	Y				
	Central Accounting Refund Reports Requirements					
537.0	This Solution report must display the revenue coding and the transaction detail of check refunds that are to be issued by MDOT accounting service center.	Y				
	Adjustment/Discount/Override Fee Report Requirements					
538.0	<p>These Solution reports must display all adjustments, discounts, or overrides to fees for reservations and/or commodities including transaction details for a specified date range. The reports must be displayed in the formats listed below:</p> <ul style="list-style-type: none"> • Adjustment/Discount/Override Fee Detail by Employees • Adjustment/Discount/Override Fee Summary by Employees 	Y				



	<ul style="list-style-type: none"> • Adjustment/Discount/Override Fee Summary by Locations • Adjustment/Discount/Override Fee by Programs • Adjustment/Discount/Override Fee Statewide 					
	Operator Discrepancy (over/short) Reports Requirements					
539.0	<p>These Solution reports must display all payment discrepancy for a date range recorded in the system to reconcile an employee's shift when preparing funds for deposit. The reports must be displayed in the formats listed below:</p> <ul style="list-style-type: none"> • Report Statewide • Report by Locations • Report by Employees 	Y				
	Deposit Reports Requirements					
540.0	<p>The Solution deposit reports must display transaction detail data and their corresponding payment details brought down from CEPAS via transmittal files. The reports must be displayed in detail and summary formats as listed below:</p> <ul style="list-style-type: none"> • Deposit Detail Statewide • Deposit Detail by Programs • Deposit Detail by Locations • Deposit Detail by Employees • Deposit Detail by Sales Channels • Deposit Summary Statewide • Deposits Summary by Programs • Deposit Summary by Locations • Deposit Summary by Employees • Deposit Summary by Sales Channels 	Y				
	Field Deposit Report Requirements					
541.0	<p>This Solution report must provide summary and detailed field deposit data to include shifts number, operator,</p>	Y				



	shift amount, date and detail of processed by and date processed, deposit ticket number and revenue coding,					
	Undeposited Shift Report Requirements					
542.0	This Solution report must provide detail on undeposited shifts, for a designated time period, defined by the user.	Y				
	Period Certification Report Requirements					
543.0	This Solution report is used as a weekly reconciliation report by supervisors summarizing totals within a defined unit to include but not limited to operator discrepancies, income distribution, fee modifications, verification of change funds and serialized stock.	Y				
	Taxes Collected Report Requirements					
544.0	These reports must display the taxes collected on sales. The taxes collected reports must be displayed in following formats: <ul style="list-style-type: none"> • Detail report of taxes collected • Summary of taxes collected Statewide • Summary of taxes collected by Programs • Summary of taxes collected by Locations 	Y				
	Transmittal Files Detail Report Requirements					
545.0	The Contractor must provide a Solution generated notification/email with each daily transmittal file to the State system. The notification/email must include the csv file with the detail data elements as identified by the DNR. The system must provide a system dashboard of each day's transmittal with detail down to the transaction level.	Y				
	GIA Harbor Detail Report Requirements					
546.0	This Solution report must display all transactions including sales, refunds, adjustments, cancellations, and all associated fees such as reservation fees and cancellation fees. The report must also include credit card fees that are a percentage of sales. Percentage of sales will be provided by the DNR Accounting as a daily transmittal file. The purpose of this report is to assist GIA accountants in reconciling revenues received from the State as well as the source document for the State to refund the collected revenue to the GIA harbor. This	Y				



	report must be available statewide and by the individual harbor.					
Concessionaire Report Requirements						
547.0	The DNR continues to expand partner resources through agreements with concessionaires. The Solution must report revenue by location and resource for concessionaires partnering with the DNR. Examples include Contractor owned cottages located at state parks and reserved through the CRS. Detail report by reservation, paid date, arrival date and calculated DNR fee, locations, and site number. This report must be available statewide and by selected concessionaire.	Y				
Gift Card Report Requirements						
548.0	<p>Following are the Solution reports required for the Gift cards. Details of the reports include date of transaction, type of transaction, associated transaction id/receipt # (unique financial transaction identifier). Report may also include customer name when applicable, serial # of gift card, value of gift card, description and quantity of item purchased or returned, payment method (i.e., cash, check, and credit card), total amount paid or refunded.</p> <p>The system must provide the ability to generate these reports statewide; for a specified program or all programs; for a specified location or all locations; for a specified employee or all employees within a location for a specified date range.</p> <ul style="list-style-type: none"> • Gift Card Sales Report • Gift Card Registration Report • Gift Card Transaction & Balance Report • Gift Cards Voided/Lost/Stolen • Gift Card Utilization Report 	Y				
Gift Card Balance Report Requirements						
549.0	This Solution report must display the balance of all gift cards and allow the ability to filter by specific time periods and time.	Y				
Gross Revenue Per Field Location						
550.0	This Solution report must display yearly gross revenue per field location. Past years gross revenue data will be displayed as it becomes available. The reports will be	Y				



	displayed both in numeric and graphical format. Separate reports must be available for Different programs, resource categories, and other filterable selections as defined by the DNR. The report must have the ability to compare to prior years available (past year gross Solution revenue).					
	Gross Revenue Per Field Location: All Sales Channels Requirements					
551.0	This Solution report must display yearly gross revenue per field location for all sales channels. The gross revenue data for sales channel must be displayed in numbers and in graphical format. Separate reports must be available for Different programs, resource categories, and other filterable selections as defined by the DNR.	Y				
	Total Reservations Per Field Location Requirements					
552.0	This Solution report must display data for total number of reservations per field location by date ranges defined by the DNR. Past years reservation data will be displayed as it becomes available. The reports must be displayed both in numeric and graphical form as a bar chart. Separate reports must be available for different programs.	Y				
	Total Reservations and Nights Per Field Location: All Sales Channels Requirements					
553.0	This Solution report must display the total number of reservations and nights per field location and for all Sales Changes, with the ability to provide a daily, monthly, or yearly data. The ability to show past years for trend analysis must be available.	Y				
	Total Reservations and Nights per Field Location: All Months Requirements					
554.0	This Solution report must display monthly data for total number of reservations and nights per field location. Separate reports must be available for different programs.	Y				
	Total Cancellations and Nights Per Field Location Requirements					
555.0	This Solution report must display data for total number of cancellations and nights per field location by date	Y				



	ranges as defined by the DNR. Separate reports shall be available for different programs. The report must be available by region and statewide. The statewide cancellation data must be displayed in multiple formats as defined by DNR.					
	Net Nights Per Field Location Requirements					
556.0	This Solution report must display net nights for all programs per field locations by date ranges as defined by the DNR. The ability to show past years for trend analysis shall be available.	Y				
	Occupancy by Site Requirements					
557.0	This Solution report must display a percentage of occupied sites/slips by location (total sites, total occupied and total vacant sites with the % occupied per location with a statewide total, along with the ability to filter out closed/non-operating sites. The ability to show past years data for trend analysis shall be available.	Y				
	Total Reservations by Payment Method Per Field Location Requirements					
558.0	This Solution report must display yearly data per field location displaying the payment types used to make reservations. The reports must be displayed both in numeric and graphical form. Separate reports must be available for different programs. The report must be available by region and statewide.	Y				
	Total Reservations and Nights per State and Country Per Field Location Requirements					
559.0	This Solution report must display reservations and number of nights per state and country per field location by date ranges as defined by the DNR. Separate reports must be available for different programs.	Y				
	Top 10 Reservations and Nights Per Zip Code Requirements					
560.0	This Solution report must display reservations and number of nights per postal code per field location by date ranges as defined by the DNR. Separate reports must be available for different programs.	Y				
	Average Amount Paid Per Reservation Requirements					

561.0	This Solution report must display average amount paid per reservation per field location by date ranges as defined by the DNR. Separate reports must be available for different programs. The report must be available by region and statewide.	Y				
Average Length of Stay Requirements						
562.0	This Solution report must display average length of stay per reservation per field location by date ranges as defined by the DNR. Separate reports must be available for different programs. The report must be available by region and statewide.	Y				
Average Number of People Per Reservation Requirements						
563.0	This Solution report must display average number of people per reservation per field location by date ranges as defined by the DNR. Separate reports must be available for different programs. The report must be available by region and statewide.	Y				
Average Number of Days Reservation to Arrival Requirements						
564.0	This Solution report must display average number of days reservation is made prior to arrival per field location. Separate reports must be available for different programs. The report must be available by region and statewide.	Y				
Total Number of Visitors: All Months Requirements						
565.0	This Solution report must display total number of visitors per field location per month with year-end totals. The reports must be displayed both in numeric and graphical form as a bar chart. Separate reports must be available for different programs.	Y				
Network Performance Report Requirements						
566.0	The Contractor must provide a monthly bandwidth utilization report listing peak usage of the network bandwidth during the month.	Y				
Dashboard Report Requirements						
567.0	This Solution report must display reservation data for each day with weekly and monthly summations.			Y		

	<p>Cumulative fiscal year to date totals will be displayed at the bottom of the report. Previous year's data will also be displayed at the bottom of the report for comparison purposes. The essential data elements of the report are as follows:</p> <ul style="list-style-type: none"> • Switch report parameters as ACD Off, ACD answered, calls abandoned, percent abandoned, TSF %, average talk time, average abandoned delay, maximum abandoned delay, average answered delay, maximum answered delay, busied out etc. • Reservations and Reserve Nights by location\property category (campgrounds, harbors, overnight lodges etc.) and by sales channel • Reservations and Reserve Nights totals by sales channel • Cancels and Reserve Night Cancels by sales channel • Auto Cancelled and Auto Cancelled Nights • Reserve Ratio • Total Reservations and Reserve Nights • Total Cancels and Reserve Night Cancels 					
	Balance Outstanding Report Requirements					
568.0	This Solution report must display any transactions that are not paid in full at the time of the original transaction.	Y				
	Reservable Use Report Requirements					
569.0	<p>The Solution must provide functionality to capture park/harbor overnight stay attendance figures utilizing the number of occupants entered within the CRS system for every overnight stay. This Solution report is intended to show a facility total based on overnight attendance each day. The report must be able to be configured at the field level to allow staff to run reports for any timeframe needed. The following must be captured for the overnight stay attendance report for each day:</p> <ul style="list-style-type: none"> • Total number due out for the day • Total number due in for the day • Total number staying 	Y				

	<ul style="list-style-type: none"> Total of the above 3 figures equals the total daily overnight stay attendance. 					
Total Facility Use Report Requirements						
570.0	This Solution report must combine the above data to show the total daily facility attendance. The report must allow the user the ability to choose any timeframe desired. The report must be configurable to show either a detail of each day that is totaled at the bottom or a simple grand total for the specified time period.	Y				
Group Hold Report Requirements						
571.0	The solution must provide a Group Hold report that allows staff to select a date range and view all group holds within the date range. The report must include the group hold reference number, the group hold code, start and end date, hold expiration date, associated quick link reference numbers for bookings that have been made at the time of the report, associated resources included in the hold, comments, and the group facilitator.	Y				
Help Desk Requirements						
572.0	The Contractor Help Desk must be available for use by DNR and DNR designated staff only. The Contractor must provide Help Desk services that include but are not limited to the following: <ul style="list-style-type: none"> all hardware and software related issues in the field locations all issues related to network connectivity. maintenance and repair of the telephone system problems and complaints about reservations assist DNR staff in any reconciliation issues with accounting transactions or any other data related issues 	Y				
573.0	The Contractor must provide a toll-free help desk number for reporting all system related issues.	Y				
574.0	The Contractor must make sure there is to be no limit to the number of calls that can be placed to the help desk and DNR will not be charged per call.	Y				

575.0	The Contractor Help Desk must be staffed adequately to handle all questions and complaints. Answering machine service must be available when help desk is busy. All calls must be returned within 15 minutes.	Y				
576.0	For all major system failures, the Contractor Help Desk system must play a recorded message informing the DNR staff about the issue and an expected resolution time. The 15 minutes call back requirement must not be applicable for such cases. Same day call back is required.	Y				
577.0	The Contractor must provide an estimate to the caller of when the issue will be resolved or when to expect follow up. The Contractor must notify the appropriate field manager and the DNR headquarters once the issue is resolved.	Y				
578.0	The Contractor must staff the Help Desk with experienced personnel that can answer "how to" questions about the application as well as questions about hardware and software configuration.	Y				
579.0	The State requires the ability to reach out the Contractor Help Desk team via live chat direct from the field application.		Y			
580.0	The Contractor must document the process for entering and maintaining issue tickets and communicate this with the State. Examples of things to hi-light include but not limited to; master ticketing where several similar issues are summarized in one ticket, how to access ticket logs, how to receive statewide ticket notifications, etc.	Y				
	Call Log Requirements					
581.0	The Contractor must maintain a log of all calls made to the helpdesk and fully document the complaints and problems reported.	Y				
582.0	The Contractor call log must record the actions that were taken to resolve the issue and the date such issue was resolved.	Y				
583.0	The Contractor call log must be available online to the DNR staff to track the status of the issues.	Y				
584.0	The Contractor must review the issues with an eye towards commonality and make references to the linkages between related issues.	Y				

585.0	The Solution must provide the statistics and quantification of the issues and an analysis of commonality.	Y				
Reporting Issues to DNR Requirements						
586.0	The Contractor must work with the DNR to establish a notification plan for issues that are being reported to the Help Desk. This plan must include notification within 15 minutes to the DNR Program Manager or designee upon indication that a systemwide issue may be occurring. Additionally, there should be a communication-type plan for providing notice outside of normal daytime business hours that may include, text or phone call. Examples of issues may include equipment failures, delays due to unexpected overloads, payment processing failures, phone line failures, significant public confusion and/or complaints or any other difficulty which may result in significant complaints or system failures.	Y				
587.0	The Contractor must report to the DNR if Solution is not able to process credit card transactions on any sales channels.	Y				
588.0	The Contractor must report to the DNR if Solution fails to process transmittal files or any inaccurate and missing transmittal data.	Y				
589.0	The Contractor must report to the DNR any reconciliation issues especially at year end.	Y				
590.0	The Contractor must report to the DNR of any field location specific issues including missing transactions.	Y				
591.0	The Contractor must provide an appropriate estimate to resolve the reported issues and notify the appropriate field manager and the DNR central office when the issue is resolved.	Y				
592.0	For all emergency situations which include Solution operational issues and any situations that prevent or severely hinder the reservation or registration process, the Contractor must provide a notification of status every (1) one hour until the problem has been resolved. The notification process must be decided and mutually agreed upon by the DNR and the Contractor.	Y				
593.0	The Contractor must provide DNR with an escalation process plan for emergency situations, including individual names and their contact details.	Y				

594.0	For non-emergency situations the Contractor must provide a notification of status every week or as determined by DNR staff until the problem has been resolved.	Y				
595.0	If the issue is statewide or affects more than one location the Contractor must make sure a notification is sent to the location that submitted the complaint and any other DNR contacts deemed necessary. The DNR will provide a contact list	Y				
596.0	In the case of Solution issues that negatively impact the public, the Contractor must assist the DNR with customer communication. All messaging will be approved by DNR.	Y				
Training Requirements						
597.0	The Contractor is responsible for all training related to the use of the CRS and must develop a training plan to be approved by the DNR.	Y				
598.0	All training and training materials provided by the Contractor will be at the Contractors expense, except for costs associated with DNR staff wages, travel, meals and lodging.	Y				
599.0	Any face-to-face training for DNR staff must be provided in Michigan.	Y				
600.0	The Contractor must provide a copy of any training materials prior to the training sessions.	Y				
601.0	The Contractor must work with DNR to create training manuals and update them, as necessary.	Y				
602.0	At the implementation of the contract – the DNR and the Contractor’s supervisory and Key Personnel will meet to discuss DNR business requirements, park and harbor general system overview, customer service expectations toward external customers and training resources for Contractor staff.	Y				
603.0	The Contractor must provide the following face-to -face training to DNR staff prior to the statewide implementation of the reservation system. <ul style="list-style-type: none"> • Use of the workstation applications. • Training of device types used with the Solution. For example, workstations and handheld devices. 	Y				

	The scope of the training, time, and training locations will be subject to DNR approval.					
604.0	Initial training must be provided to the year-round front-line staff and admin staff prior to the Solution being implemented in production.	Y				
605.0	The Contractor must provide training for the DNR and Contractor's Solution Administrators. The training must include but not be limited to: <ul style="list-style-type: none"> • admin functions • accounting functions and reports • ad hoc report writing • create reports • database entities • database connectivity • field application 	Y				
606.0	The Contractor must provide training to the Contractor staff involved with the Michigan CRS. Training must include, but not be limited to the following: <ul style="list-style-type: none"> • Michigan business rules • Maneuvering through the solution • Proper phone communication • How to handle escalations • Park and Harbor locations around the state • FAQ's 	Y				
Annual Training by Contractor Requirements						
607.0	The Contractor must provide annual training for each administered Michigan field location and must be conducted via in-person and/or live webinar. Any In-person training must be provided in the spring at 6-7 locations across Michigan with multiple sessions being provided at each location. Each training session must be a minimum of 4 hours in duration.	Y				
608.0	The training locations are subject to DNR preference and may vary from year to year. The training facilities	Y				

	must house 25 to 30 workstations. The Contractor will bear all training costs including rental of the facilities. Past trainings have occurred at college computer labs or hotel conference rooms with Contractor equipment.					
609.0	The Contractor must make a clearly identifiable training web site and training videos available for training employees on the use of the field application. Training data must be obfuscated.	Y				
As Needed Training by Contractor Requirements						
610.0	The Contractor must train its staff and keep all user training resources current, so the staff remains competent and knowledgeable in order to provide a high-quality service to the DNR and its customers. The Contractor will be responsible for the continuous training of its staff.	Y				
611.0	The Contractor must provide training upon request by the DNR for specific user groups, new locations, new functionality, etc.	Y				
CRS Training Resources Requirements						
612.0	<p>The Contractor must provide a CRS user guide(s) and any or all guides shared with DNR staff, must be approved by DNR prior to deploying.</p> <p>The guide(s) must include, but not be limited to, instruction for:</p> <ul style="list-style-type: none"> • Field locations • Call center • Equipment setup • Field Admin staff • Inventory Setup • Accounting • Ad hoc reporting/database structure (data dictionary, data model) 	Y				



	Guides must be reviewed annually by the Contractor and any changes/updates approved by the DNR. Field guides must be posted electronically.					
Marketing/Publicity Requirements						
613.0	The Contractor must not issue any press releases, advertisements, public relations notices or any other such public statements or literature regarding the reservation systems or any other service or Solution related to this Contract without an expressed written approval of the DNR.	Y				
614.0	The Contractor must not in any way advertise on any part of the Central Reservation System, subsystem, or component resulting from this Contract without the expressed written approval of the DNR.	Y				
615.0	All information and data are the sole property of the DNR and the Contractor must not sell or make available to any person or entity without the written authorization of the DNR.	Y				
616.0	The Contractor must cooperate in any promotional program devised by the DNR during the contract period. The DNR will compensate the Contractor for any costs related to application changes and enhancements to the Solution and must be accompanied by an approved and signed change request.	Y				
617.0	The Solution must send configurable survey emails to customers to evaluate their satisfaction. The survey emails content must be provided by the DNR and must be specific to location categories like parks, harbors, day use etc. The Contractor will not be responsible for the collection and processing of survey.	Y				
Concierge Requirements						
618.0	Solution must have the ability to allow customers using the public website or mobile app to both purchase and/or reserve products and/or services through a concierge function.	Y				
619.0	The Solution concierge function must operate in real time, but also have the ability to be time sensitive in nature (ex. Turn off ability to get firewood delivered at 8:00 pm, reserve a kayak for a timeslot).			Y		

620.0	The Solution concierge function must be compatible with all computer and mobile operating systems and available on all device types (desktop, tablet, phone).	Y				
621.0	The Solution concierge function must allow for the linking of customers to external web sources as well as allowing for the ability to link back from the external sources into the reservation website.	Y				
622.0	The Solution concierge function must be customizable, as required by the DNR (ex. By program type- ex. houseboats at harbors, and RV's at campgrounds) and allow for DNR staff, based on security level, to edit/update concierge information (adding new links/partner info, new services, products, etc.).	Y				
623.0	The Solution concierge function must have the ability to accept payment for products or services (coffee, firewood, kayaks, etc.) sold at a location within the CRS.	Y				
624.0	The Solution concierge function must have the ability to send text and email notifications for: receipts, confirmations, and any updates.	Y				
Alternative Accommodation Requirements						
RAM Center Requirements						
625.0	The State requires Solution functionality for event and conference management, or house accounts. The Solution must allow use of internal house accounts to allow staff at designated locations to reserve a combination of reservable overnight and day use inventory along with any point-of-sale item all on one master invoice.			Y		
RAM Center Reservable Inventory Requirements						
626.0	The Solution must allow a reservation without payment and allow either partial or full payments to be made at any time either before, during or after the reservation.	Y				
627.0	The Solution must allow room assignments by person or by group functionality.			Y		
628.0	The Solution must allow the collection of names of occupants with room assignments.	Y				

629.0	The Solution must be capable of different overnight lodging fee structures as determined by the DNR. Fee structures include but not limited to government rate, corporate rate, non-profit rate, and public rate.	Y				
630.0	The Solution must allow the use of promo/discount codes to be determined by the DNR.	Y				
631.0	The Solution must generate a detailed contract with language defined by the DNR.			Y		
632.0	The Solution must generate a confirmation of order with payment status (balance due) that is emailed to the customer at the time of reservation.	Y				
633.0	The Solution should allow for unlimited partial payments while keeping a balance due.	Y				
634.0	Once fully paid, the Solution must indicate paid in full while generating a receipt.	Y				
635.0	RAM Center Reservable inventory categories must be include in the Solution: <ul style="list-style-type: none"> • Overnight lodging (rates per person) • Conference rooms (daily/half day/hourly rates) • Audio/Visual equipment (daily/half day/hourly rates) • Outdoor recreation spaces • Sports or outdoor recreation equipment (canoes, kayaks, boats, skis, snowshoes, etc) 	Y				
636.0	RAM Center Point of Sale items include in the Solution but not limited to: <ul style="list-style-type: none"> • Meals • Gift shop items • Refreshments (snacks and drinks) 	Y				
637.0	The Solution must have the ability to track multiple events simultaneously.			Y		
638.0	The Solution must generate a master bill for the event and allow participants to pay individually or for an organization to pay all at once.			Y		
639.0	The Solution must be able to allow payment for events by each individual participant and track those customers that have paid/registered for the event. Once paid, the Solution must generate a confirmation with all the details of the event.			Y		
640.0	The Solution must be able to set a limit of participants for each event.	Y				

641.0	The Solution must be able to allow staff to allocate other reservable inventory to an event per each individual participant (i.e., canoes, kayaks, skis, tents, etc.).			Y		
Event Contracts & Confirmations Requirements						
642.0	The Solution must allow DNR staff to customize confirmations and contracts within the Solution. The nature of this business requires much flexibility in each contract or confirmation. The Solution must allow for these contracts and confirmations to be emailed to customers in a fillable .pdf. The Solution must allow the easy upload of completed contracts into the system as a .pdf.			Y		
Group Accommodations Requirements						
643.0	The Solution must allow different types of group reservations with varying pricing structures, which include but are not limited to the following: <ul style="list-style-type: none"> • price per person/group of people (# of people must be able to be modified) • price per resource • price per season • price by day of week • price by amenity • weekly rates • hourly rates for day use inventory (ex. Shelters) • daily rate • or any combination of the above pricing structure • facility price 	Y				
Group Hold Requirements						
644.0	The Solution must allow holding a segment of resources for a group on all sales channels for a specific time period, as identified by the DNR or GIA location.	Y				
645.0	The Solution must allow a customer to reserve from the segment of held resources by identifying a special code provided to them, which is customizable for each group at the time the resources are held.	Y				

646.0	The Solution reservation time periods acceptable for group reservations must be on a location basis as determined by the DNR or GIA location.	Y				
647.0	Contractor must make sure resources held for a group must be able to be reserved for all or part of the hold time, as identified by either the group, or the facility, at the time the hold is placed on the resources.	Y				
648.0	Contractor must make sure resources held for groups can be modified (+ or -) at any time. Any resources released from a hold should be released immediately.	Y				
649.0	Held resources must have a configurable expiration date in the Solution.	Y				

SCHEDULE A - TABLE 2 – Refund Matrix

Original Payment Method	Refund Options	Comments
Cash	1. Cash	Maximum cash refund is \$100, but is limited to cash on hand. (Units may not make partial refund of less than \$100 or less than the entire refund due) <i>In NO case is the change fund to be used to make a cash refund</i>
	2. Lansing check refund.	Check refunds take 5-10 business days. If cash on hand is not sufficient to refund in full or if the refunding amount of cash exceeds \$100.00.
	3. Gift Card refund	Gift cards may be used if not enough cash on hand.
Check, Traveler's Check, Money Order	1. Return Customer's Original check / Travel Ck/MO	When entire transaction is refunded, it is the <u>same day</u> as the original sale, and the same operator.
	2. Cash** No cash refund for 7 days	Cash refund up to \$100 (Units may not make partial refund of less than \$100 or less than the entire refund due) **If the request is within a 7 day window, refund should be processed as a Check from Lansing.
	3. Lansing check refund: Less than \$100.00	Check refunds take 5-10 business days.
	4. Lansing check refund: \$100.00 or greater	Refund request will be processed by the Accounting Service Center 30 days <u>after</u> the original check was deposited.
Credit Card	Must return to credit card according to MC/VISA rules. Properly routed through original app id/merchant number *Optional Gift Card: Super-user Only (Lansing Admin)	
Gift Card	1. Refund to Gift Card 2. Optional: Lansing check refund – only with prior approval from Lansing Admin	

When multiple payment methods were used, select refund option based on payment used for returned or modified item.

SCHEDULE A - TABLE 3 – Locations & Resource Availability Summary

Michigan State Parks & Recreation Area Resource Data – Year 2020

Park Name:	Resource Category	# of Sites	# of Site Nights (Based on 2020 Season)	# Reservable Days (Based on 2020 Season)
Algonac	Campsite	296	65,960	223
	Group	11	1,111	101

	Shelter	1	135	135
Aloha	Campsite	283	52,638	186
	Shelter	1	186	186
Bald Mountain	Rustic Cabin	2	730	365
	Shelter	2	340	170
Baraga	Campsite	96	23,616	246
	Mini Cabin	1	185	185
Bay City	Campsite	190	69,350	365
	Group	3	1,095	365
	Mini Cabin	2	730	365
	Popup Camper	1	170	170
	Shelter	5	920	184
Belle Isle	Shelter	19	3,059	161
Bewabic	Campsite	130	19,370	149
	Shelter	1	166	166
Big Bear Lake	Campsite	31	3,131	101
Brighton	Campsite	195	60,400	310
	Equestrian	17	289	17
	Group	11	4,015	365
	Rustic Cabin	5	1,825	365
	Shelter	6	918	153
	Yurt	1	365	365
Brimley	Campsite	236	42,008	178

	Group	2	356	178
	Mini Cabin	1	178	178
	Shelter	1	155	155
Burt Lake	Campsite	305	57,295	188
	Group	2	294	147
	Mini Cabin	1	217	217
	Shelter	1	147	147
Cheboygan	Campsite	74	11,470	155
	Group	7	-	-
	Modern Lodge	1	365	365
	Rustic Cabin	3	1,095	365
	Shelter	1	168	168
	Tepee	2	248	124
Clear Lake	Campsite	177	64,605	365
	Group	2	730	365
	Mini Cabin	1	365	365
	Shelter	1	122	122
Craig Lake	Campsite	22	-	-
	Rustic Cabin	2	314	157
	Yurt	2	730	365
Dodge #4	Shelter	2	306	153
Duck Lake	Shelter	1	154	154
Elk Hill	Equestrian	11	-	-

	Group	6	606	101
Fayette	Campsite	61	20,191	331
	Modern Lodge	1	365	365
	Shelter	1	123	123
Fisherman's Island	Campsite	79	11,297	143
Fort Custer	Campsite	217	66,005	304
	Equestrian	7	756	108
	Group	3	1,095	365
	Mini Cabin	2	730	365
	Rustic Cabin	3	1,095	365
	Shelter	3	1,095	365
Fort Wilkins	Camper Cabin	1	365	365
	Campsite	158	28,914	183
	Group	5	1,825	365
	Mini Cabin	1	365	365
	Shelter	1	158	158
Grand Haven	Campsite	174	30,624	176
	Modern Lodge	1	177	177
	Shelter	1	124	124
Harrisville	Campsite	194	37,054	191
	Mini Cabin	2	730	365
	Rustic Cabin	1	365	365
	Shelter	1	154	154

Hartwick Pines	Campsite	100	19,900	199
	Group	7	2,555	365
	Rustic Cabin	1	365	365
	Shelter	10	3,470	347
Hayes State Park	Campsite	182	36,036	198
	Mini Cabin	2	396	198
	Shelter	1	135	135
Highland	Campsite	25	4,075	163
	Group	10	3,650	365
	Modern Lodge	1	365	365
	Shelter	4	736	184
	TentRR Safari Tent	18	3,312	184
Hoeft	Campsite	126	25,200	200
	Group	6	1,200	200
	Mini Cabin	1	365	365
	Modern Lodge	1	365	365
	Shelter	1	168	168
Hoffmaster	Campsite	298	56,918	191
	Group	3	573	191
	Shelter	1	192	192
Holland	Camper Cabin	2	730	365
	Campsite	309	55,341	179
	Shelter	1	102	102

Holly	Camper Cabin	2	730	365
	Campsite	159	35,633	224
	Group	11	4,015	365
	Mini Cabin	2	494	247
	Rustic Cabin	1	365	365
	Shelter	3	552	184
Indian Lake	Campsite	217	29,000	134
	Mini Cabin	2	400	200
	Shelter	2	300	150
Interlochen	Camper Cabin	3	444	148
	Campsite	444	69,924	157
	Group	3	552	184
	Shelter	1	116	116
	Tepee	2	232	116
Ionia	Camper Cabin	2	730	365
	Campsite	114	25,740	226
	Equestrian	47	188	4
	Mini Cabin	2	460	230
Island Lake	Campsite	2	490	245
	Group	6	2,190	365
	Rustic Cabin	2	730	365
	Shelter	6	1,104	184
Lake Gogebic	Campsite	128	20,992	164

	Group	2	268	134
	Shelter	1	134	134
Lake Hudson	Campsite	49	11,760	240
	Mini Cabin	1	240	240
	Shelter	1	241	241
Lake Margrethe	Campsite	37	4,255	115
Lakeport	Camper Cabin	1	198	198
	Campsite	270	47,932	178
	Group	11	1,870	170
	Mini Cabin	2	340	170
	Shelter	1	102	102
Leelanau	Campsite	51	11,169	219
	Mini Cabin	3	657	219
	Shelter	1	219	219
Lime Island	Boat Camp	10	910	91
	Campsite	10	910	91
	Rustic Cabin	6	546	91
Little Presque Isle	Rustic Cabin	6	2,190	365
Ludington	Campsite	370	93,635	253
	Mini Cabin	3	1,095	365
	Shelter	1	365	365
Maybury	Group	2	730	365
	Shelter	6	1,285	214

McLain	Campsite	112	17,761	159
	Mini Cabin	6	2,190	365
	Rustic Cabin	1	365	365
	Shelter	3	534	178
Mears	Campsite	175	34,650	198
	Modern Lodge	1	365	365
	Popup Camper	1	156	156
Metamora-Hadley	Camper Cabin	1	233	233
	Campsite	213	49,629	233
	Mini Cabin	1	233	233
	Shelter	2	255	128
Mitchell	Camper Cabin	1	365	365
	Campsite	221	80,665	365
	Mini Cabin	1	365	365
	Shelter	1	128	128
Muskallonge Lake	Campsite	159	31,323	197
Muskegon	Campsite	244	53,752	220
	Group	9	3,285	365
	Mini Cabin	2	730	365
	Shelter	2	308	154
	Yurt	1	365	365
Negwegon	Campsite	4	972	243
Newaygo	Campsite	99	18,117	183

	Shelter	1	184	184
North Higgins Lake	Boat Camp	5	640	128
	Campsite	173	43,137	249
	Mini Cabin	2	730	365
	Popup Camper	1	128	128
	Shelter	1	129	129
Onaway	Camper Cabin	1	219	219
	Campsite	82	17,958	219
Orchard Beach	Camper Cabin	1	187	187
	Campsite	157	29,359	187
	Mini Cabin	1	187	187
	Shelter	1	187	187
Ortonville	Equestrian	25	425	17
	Rustic Cabin	1	365	365
	Shelter	2	284	142
Otsego Lake	Campsite	155	30,690	198
	Mini Cabin	1	149	149
	Shelter	2	200	100
Petoskey	Campsite	176	25,308	144
	Group	5	510	102
	Mini Cabin	2	300	150
Pinckney	Camper Cabin	1	365	365
	Campsite	199	49,766	250

	Shelter	2	430	215
	Yurt	2	730	365
Pontiac Lake	Campsite	174	32,016	184
	Equestrian	25	-	-
	Group	3	552	184
	RRM Cottage Cabin	6	1,104	184
	Shelter	4	612	153
Porcupine Mountains	Backcountry	63	10,647	169
	Backcountry Cabin	18	4,862	270
	Backcountry Yurt	4	1,460	365
	Campsite	161	27,209	169
	Group	3	507	169
	Modern Lodge	1	365	365
	Shelter	1	169	169
Port Crescent	Camper Cabin	1	191	191
	Campsite	147	28,077	191
	Mini Cabin	1	191	191
	RRM Cottage	2	340	170
	RRM Cottage Cabin	4	764	191
	RRM GeoDome	2	298	149
	Shelter	1	-	-
Proud Lake	Camper Cabin	2	730	365
	Campsite	130	31,720	244

	Group	9	2,801	311
	Mini Cabin	2	488	244
	Modern Lodge	1	365	365
	Shelter	1	365	365
Rifle River	Campsite	174	50,145	288
	Group	3	690	230
	Rustic Cabin	5	1,825	365
	Shelter	1	139	139
Saugatuck Dunes	Shelter	1	134	134
Seven Lakes	Campsite	71	14,555	205
	Shelter	5	920	184
Silver Lake	Campsite	203	42,800	211
	Shelter	1	213	213
Sleeper	Campsite	226	54,900	243
	Mini Cabin	1	244	244
	Shelter	2	342	171
	TentRR Safari Tent	14	2,576	184
Sleepy Hollow	Camper Cabin	1	365	365
	Campsite	186	36,828	198
	Group	18	3,564	198
	Rustic Cabin	1	365	365
	Shelter	3	594	198
South Higgins Lake	Boat Camp	10	2,130	213

	Campsite	400	66,874	167
	Mini Cabin	1	365	365
	Shelter	2	370	185
Sterling	Campsite	256	54,272	212
	RRM Cottage	10	1,560	156
	Shelter	2	730	365
Straits	Campsite	284	55,899	197
	Group	21	2,898	138
	Mini Cabin	2	302	151
Tahquamenon Falls	Camper Cabin	1	221	221
	Campsite	277	63,715	230
	Group	2	340	170
	Modern Lodge	1	365	365
	Shelter	1	142	142
Tawas Point	Camper Cabin	2	730	365
	Campsite	193	42,460	220
	Mini Cabin	2	730	365
	Shelter	1	153	153
	Yurt	1	219	219
Thompson Harbor	Rustic Cabin	2	730	365
Tippy Dam	Camper Cabin	1	365	365
	Campsite	38	13,870	365
Traverse City	Campsite	347	70,337	203

	Group	2	310	155
	Mini Cabin	2	382	191
	Modern Lodge	1	365	365
Twin Lakes	Campsite	58	8,526	147
	Mini Cabin	1	147	147
	Modern Lodge	1	365	365
	Shelter	2	285	143
Van Buren	Campsite	220	44,000	200
	Group	3	495	165
	Shelter	1	143	143
Van Riper	Camper Cabin	1	144	144
	Campsite	182	26,208	144
	Group	2	288	144
	Mini Cabin	2	288	144
	Rustic Cabin	1	365	365
	Shelter	1	119	119
Warren Dunes	Campsite	219	44,457	203
	Group	6	2,190	365
	Mini Cabin	3	609	203
	Shelter	1	127	127
Waterloo	Camper Cabin	1	365	365
	Campsite	329	82,713	251
	Equestrian	25	2,700	108

	Group	6	2,190	365
	Rustic Cabin	8	1,980	248
	Shelter	2	730	365
	Yurt	1	365	365
Wells	Campsite	153	32,436	212
	Modern Lodge	1	365	365
	Rustic Cabin	5	1,075	215
	Shelter	2	248	124
Wilderness	Campsite	290	44,430	153
	Group	13	4,745	365
	Rustic Cabin	9	3,285	365
William G. Milliken	Shelter	2	256	128
Wilson	Campsite	158	25,359	161
	Group	2	212	106
	Mini Cabin	1	215	215
	Modern Lodge	1	215	215
	Shelter	1	132	132
Yankee Springs	Campsite	280	59,432	212
	Equestrian	25	450	18
	Group	5	1,220	244
	Rustic Cabin	4	976	244
	Shelter	2	248	124
Young	Campsite	240	36,035	150

	Mini Cabin	2	291	146
Grand Total		14,282	2,957,423	

Michigan Harbor Resource Data for Calendar- Year 2020

Harbor Name:	Resource Category	# of Slips	# of Slip Nights (Based on 2020 Season)	# of Reservable Days (Based on 2020 Season)
Arcadia Veterans Marina	Broadside	1	154	154
	Harbor	18	2,772	154
	Seasonal Harbor	15	2,310	154
Beaver Island	Broadside	2	278	139
	Harbor	41	5,699	139
	Seasonal Harbor	37	5,143	139
Boyne City Marina	Broadside	2	308	154
	Harbor	25	3,850	154
	Seasonal Harbor	31	4,774	154
Caseville Marina	Harbor	70	11,760	168
Cedar River State Harbor	Broadside	4	-	-
	Harbor	60	7,440	124
	Seasonal Harbor	20	2,480	124
Cedarville Harbor	Broadside	3	435	145
	Harbor	14	2,030	145
Charlevoix Harbor	Broadside	4	624	156
	Harbor	71	11,076	156

Cheboygan County Marina	Broadside	2	334	167
	Harbor	85	14,195	167
City of Alpena Marina	Harbor	40	5,720	143
Copper Harbor	Broadside	6	732	122
	Harbor	5	610	122
	Seasonal Harbor	4	488	122
Detour State Harbor	Broadside	2	-	-
	Harbor	50	6,950	139
	Seasonal Harbor	12	1,668	139
Duncan L Clinch Marina	Broadside	1	158	158
	Harbor	82	12,956	158
	Seasonal Harbor	71	11,218	158
East Jordan City Marina	Broadside	3	549	183
	Harbor	60	10,980	183
East Tawas State Harbor	Broadside	1	-	-
	Harbor	41	5,781	141
	Seasonal Harbor	85	11,985	141
Elmwood Township Marina	Harbor	21	3,843	183
Fayette Harbor	Broadside	1	123	123
	Harbor	15	1,845	123
George Kemp Marina	Harbor	62	9,548	154
Grand Haven Marina	Harbor	53	8,215	155
Hammond Bay State Harbor	Broadside	6	-	-

	Harbor	9	1,035	115
	Seasonal Harbor	3	345	115
Harbor Beach Marina	Harbor	117	19,539	167
Harrisville Harbor	Harbor	94	14,476	154
Hessel	Broadside	1	154	154
	Harbor	33	5,082	154
Lac Sainte Clair Harbor	Harbor	242	-	-
Lake St Clair Marina	Broadside	8	1,592	199
	Harbor	96	19,104	199
Lexington State Harbor	Harbor	108	16,848	156
Mackinac Isl State Harbor	Broadside	6	-	-
	Harbor	77	11,475	149
	Seasonal Harbor	6	918	153
Mackinaw City Marina	Broadside	2	278	139
	Harbor	107	14,873	139
Manistee Marina	Broadside	8	1,016	127
	Harbor	39	4,953	127
Marquette Area Marinas	Harbor	58	10,040	173
Muskegon Hartshorn Marina	Harbor	135	24,840	184
New Buffalo Marina	Harbor	31	5,270	170
Northport Harbor	Broadside	2	334	167
	Harbor	40	6,680	167
	Seasonal Harbor	75	12,525	167

Ontonagon Village Marina	Broadside	1	153	153
	Harbor	63	9,639	153
Ottawa Beach Marina	Broadside	1	127	127
	Harbor	42	5,334	127
Pentwater Marina	Harbor	45	7,515	167
Petoskey Marina	Broadside	2	310	155
	Harbor	144	22,320	155
Port Austin State Harbor	Broadside	1	129	129
	Harbor	53	6,837	129
	Seasonal Harbor	20	2,580	129
Port Huron River Marina	Harbor	136	22,848	168
Port Sanilac Harbor	Harbor	67	12,328	184
Presque Isle State Harbor	Harbor	90	12,600	140
	Seasonal Harbor	29	4,060	140
Rogers City Marina	Broadside	4	668	167
	Harbor	142	23,714	167
South Haven Marina	Harbor	40	7,360	184
St. Clair Boat Harbor	Harbor	112	22,176	198
St. Ignace Marina	Harbor	140	19,040	136
Straits State Harbor	Broadside	7	966	138
	Harbor	125	17,250	138
	Seasonal Harbor	7	966	138
West Basin Marina	Broadside	5	770	154

	Harbor	101	15,554	154
WG. Milliken State Harbor	Harbor	30	4,560	152
	Seasonal Harbor	22	3,344	152
White Lake Marina	Harbor	53	5,406	102
Grand Total		3905	568,962	

Harbors Resource Data Summary

Resource Category	Total Slips	Total Reservable Nights Available
Broadside	86	10,192
Harbor	3,382	493,966
Seasonal Harbor	437	64,804
Grand Total	3,905	568,962

Parks Resource Data Summary

Resource Category	Total Sites	Total Reservable Nights Available
Backcountry	63	10,647
Backcountry Cabin	18	4,862
Backcountry Yurt	4	1,460
Boat Camp	25	3,680
Camper Cabin	26	7,677

Campsite	13,374	2,785,198
Equestrian	182	4,808
Group	225	55,527
Mini Cabin	65	17,083
Modern Lodge	13	4,407
Popup Camper	3	454
RRM Cottage	12	1,900
RRM Cottage Cabin	10	1,868
RRM GeoDome	2	298
Rustic Cabin	69	20,951
Shelter	147	27,461
TentRR Safari Tent	32	5,888
Tepee	4	480
Yurt	8	2,774
Grand Total	14,282	2,957,423

Excluding Overflow

SCHEDULE B – PRICING

1. The pricing table includes all costs for the licensing, support, implementation, and training for the Solution 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)
 - all yellow phone activities, including extended yellow phone hours and
 - any optional requirements listed as current functionality, and
 - any design and development of optional requirements
 - all database hosting expenses

2. The State does not pay for overtime or travel expenses.

Contractor will be paid strictly per transaction type; Fixed fee per Net Paid Night and Cancellation basis. A Net Paid Night is inclusive of camping, lodging, harbor nights and day-use shelters

PRICING TABLE

Transaction Type	A. Per Unit Fee*	B. 3-year Avg Annual Volume ***	C. Total Cost
1. Web net paid nights	\$2.03	1,004,125	\$2,038,373.75
2. Call center net paid nights	\$2.03	85,620	\$173,808.60
3. Field generated net paid nights (Excludes seasonal bookings) **	\$2.03	139,429	\$283,040.87
4. Camping/Lodging/Shelter Cancellation/Modification Fee	\$10.00****	44,373	\$443,730.00
5. Harbor Cancellation	\$0.00	3,006	
6.Total			\$2,938,953.22

* Based on origination sales channel of that initial reservation.

** Seasonal bookings are defined as field generated harbor bookings that exceed 15 nights.

*** The 3-year average represents FY17-19 and the Total Cost will be based on actual transactions.

**** The \$10 will not be assessed when there is a Contractor booking error resulting in full refunds back to customer(s).

The pricing table is inclusive of:

- all yellow phone activities, including extended yellow phone hours and
- any optional requirements listed as current functionality, and
- Any design and development of optional requirements

RESERVED BANK OF HOURS FOR EHNANCEMENT SERVICES

Below is the fixed-price hourly-rate rate card for ancillary professional services (e.g. future enhancement configuration services) broken down by role (e.g. solution design architect).

Contractor Staffing Category	*Annual Reserved Hours	Firm Fixed Hourly Rate	Estimated Labor Cost
Project Manager	500	\$365	\$182,500
Business Analyst	400	\$275	\$110,000
Lead Architect	200	\$275	\$55,000
Sr. Developer	900	\$245	\$220,500
Programmer	900	\$215	\$193,500
Tester	800	\$180	\$144,000
Field Technician	0	\$215	
Data Entry/Clerical	0	\$120	
TOTAL			\$905,000

*Based on historical information

1. Hourly rates provided are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed.
2. The State will utilize the firm fixed fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

1.1 **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Limit	Policy must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
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> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime (Fidelity) Insurance	

Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Policy must: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

1.2 If any required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of contract activities; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract activities; and (iii) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

SCHEDULE D - SERVICE LEVEL AGREEMENT

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract Terms and Conditions.

“**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.

“**Availability**” has the meaning set forth in **Section 2.1**.

“**Availability Requirement**” has the meaning set forth in **Section 2.1**.

“**Available**” has the meaning set forth in **Section 2.1**.

“**Contact List**” means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“**Corrective Action Plan**” has the meaning set forth in **Section 3.9**.

“**Critical Service Error**” has the meaning set forth in **Section 2.4**.

“**Exceptions**” has the meaning set forth in **Section 2.2**.

“**High Service Error**” has the meaning set forth in **Section 2.4**.

“**Low Service Error**” has the meaning set forth in **Section 2.4**.

“**Medium Service Error**” has the meaning set forth in **Section 2.4**.

“**Resolve**” has the meaning set forth in **Section 3.6**.

“**RPO**” or “**Recovery Point Objective**” means the maximum amount of potential data loss in the event of a disaster.

“**RTO**” or “**Recovery Time Objective**” means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

“**Scheduled Downtime**” has the meaning set forth in **Section 2.3**.

“**Scheduled Uptime**” means the total minutes in the Service Period.

“**Service Availability Credits**” has the meaning set forth in **Section 2.6(a)**.

“**Service Error**” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“**Service Level Credits**” has the meaning set forth in **Section 3.8**.

“**Service Level Failure**” means a failure to perform the Support Services fully in compliance with the Support Service Level Requirements.

“**Service Period**” has the meaning set forth in **Section 2.1**.

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Support Hours**” means 24x7x365.

“**Support Request**” has the meaning set forth in **Section 3.5**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 3.4**.

“**Support Services**” has the meaning set forth in **Section 3**.

2. Service Availability and Service Availability Credits.

2.1 Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

2.2 Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees per Service Period
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

3. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions of this **Section 3**. The Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Support Services.

3.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support during Support Hours,

- (i) Help Desk availability: Summer: 7:30am – 11:00pm EST (May 1st – Oct. 31st)
- (ii) Help Desk availability: Off Season: 7:30am – 8:00 pm EST (Nov. 1st – April 30th)
- (iii) Emergency contact must be provided for all other hours.

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 3**.

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) If Contractor’s facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Sections 3.5 and 3.6**, or, if determined to be an internet communication problem, open a trouble ticket with the provider; and
- (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 **Service Maintenance.** Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and

(b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State’s or its Authorized Users’ access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 **Support Service Level Requirements.** Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3.4 (“Support Service Level Requirements”)**, and the Contract.

3.5 **Support Requests.** The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a “**Support Request**”). The State will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description:
Any Service Error Comprising or Causing any of the Following Events or Effects	
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
High Service Error	<ul style="list-style-type: none"> Primary component failure that materially impairs its performance; or Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> IT Environment Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around. Report data integrity that affects the State's ability to fulfill contractual obligations with entities that have agreements with the State to utilize the CRS through the State, and whose bookings are included as part of the pricing.
Low Service Error	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature.

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
			additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	\$100 per incident	\$300 per day until issue is resolved
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager, Contractor’s management or engineering personnel and DNR Program Manager or designee.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.1 (“Service Level Credits”)** in accordance with payment terms set forth in the Contract.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

4.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

4.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

4.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

4.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to: achieve a Recovery Point Objective (RPO) of 2 hours; a Recovery Time Objective (RTO) of 2 hours (the "**DR Plan**"); and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

5. Double Booking. Double Bookings as a result of the Solution or call center error cost the State in staff time and customer remediation. Remediation plans could include meal vouchers, alternative non-state owned lodging, mileage reimbursement and a future stay equivalent to the number of nights the customer is displaced, based on availability. The liquidated damages in section 5.1 below will apply to any booking that is displaced due to the double booking.

5.1 Liquidated damages. Refund of all fees to customer affected. 3 x's the total refund amount to the State. And Contractor will cover the cost of accommodating the customer elsewhere.

6. Call Center

6.1 **Abandoned Calls** Abandoned calls are calls that hang-up before connecting to an agent. This does not include those calls that receive a busy signal. The State acknowledges there will be a small percentage of people who call the wrong number and hang-up once they hear the welcome message. Typically these false abandoned calls are experienced within the first 10 seconds and in most centers this can be between 1-2% of all total calls. This number may increase if a toll-free number is similar to another that receives high call volume. Typically, abandoned calls are linked to how fast call center agents answer calls. The faster a call is answered, the lower the abandoned calls. High abandoned calls result in poor customer satisfaction. An average weekly (measured Monday – Sunday) Abandonment Rate of up to five percent (5%) which includes 1-2% false abandoned calls and is acceptable. The following formula will be used to determine the Abandonment Rate:

$$\text{Abandonment Rate} = (\text{Abandoned Calls} / \text{Total Incoming calls})$$

6.2 Compliance will be determined by regular self-reporting and audit from an agreed calibrated call monitoring software tool.

6.3 Liquidated Damages for each week where the average Abandonment Rate exceeds five percent (5%), the Contractor will be assessed \$100 in liquidated damages and after 3 consecutive weeks of non-compliance, the Contractor will be assessed \$500 weekly in liquidated damages until compliance is met. Upon resolution of the issue, Contractor will provide a written explanation of issue and what was done to obtain compliance.

7. **Telephone Service Factor.** Customer calls will be answered 80% of the time within twenty (20) seconds after going into a queue. This will be measured through the use of the monitor reports generated by the automatic call distribution (ACD) software. The Contractor shall achieve a weekly average of 80% or greater customer calls answered within twenty (20) seconds.

7.1 Liquidated Damages will be \$100 for each percent below 80% in a given week.

8. **Service Requests.** Service Requests (SR) – Action must be taken within two (2) days when a customer requests service on a reservation or issue involving the Call Center staff. Contractor shall request assistance from DNR staff within two (2) days of the reported issue, when circumstances of the complaint require DNR input. If the SR is a complaint on a customer service agent's performance while handling the customer, action must be taken with two (2) days. The vendor must use a tracking system for monitoring of customer issues.

9. **Call Quality.** Call quality is a standard for scoring and rating Call Center performance through the use of customer satisfaction surveys. This includes, but is not limited to, how the agent answers the call, how they navigate the caller to a resolution, and how they end the call. Results are measured as a percentage of satisfaction. The Contractor shall achieve ninety (90) percent or greater satisfaction level. Compliance will be determined by survey and/or Program internal review.

In the event the Call Center fails a satisfaction audit the Contractor has (20) consecutive calendar days to bring the solution into compliance.

Failure to do so will result in the Liquidated damages below.

9.1 Liquidated damages after twenty (20) consecutive calendar days will be \$1,000 per day for the first seven calendar days and \$2,000 per day for each day thereafter, until the solution is brought into compliance.

10. Field Locations.

10.1 Uptime. Although Field Location hours may vary due to season or circumstance, the Field Location Solution must have the same Availability as set forth in section 2.1 above from April 1 – October 31. Issues will be reported to the Contractor Help Desk.

10.2 Response Time. Performance of the Solution in Field Locations must be robust and timely and response times must account for network latency and load. The State acknowledges response time is an aggregate of the ability of the network to deliver information (bandwidth) and the ability of the server(s) to respond to requests (load).

10.3 Acceptable Bandwidth. The State acknowledges the challenges of rural and remote connectivity but expects all network connections to perform at a minimum of 10 Mbps. In the event a specific location cannot support this standard due to technology and/or excessive cost the Contractor will propose alternative solutions for the State to consider. As the State anticipates connectivity to improve over the term of the contract, the Contractor will review the

sites which do not meet the standard annually or as requested to determine if they can be brought into compliance. Compliance will be determined by self-reporting and audit.

11. Incorrect Rates-Undercharging. Incorrect rates under Contractor managed inventory where the Solution is undercharging customers must be corrected within 24 hours of discovery and will result in liquidated damages due to staff time investigating the issue and lost revenue. The Contractor must provide a detailed report that includes but is not limited to, all reservations affected, the number of nights, booking number, customer name, email, the rate they were charged and the difference between the charged rate and the correct rate. The Contractor must assist the State with any necessary communication to the affected Customers.

11.1 Liquidated Damages. 3 x's the total amount of lost revenue to the State as a result of the incorrect rate.

12. Errant Charges. Multiple errant charges to a customer's credit/debit card that are a result of the Solution, is bad customer service and costs the State, staff time to investigate and remediate. The Contractor must provide a report that includes but is not limited to, all reservations affected, the booking number, customer name, email, the amount they were charged and the number of times they were charged in error. Errant charges will result in liquidated damages.

12.1 Liquidated Damages. In addition to the customers being refunded in full, the Contractor will be assessed \$100 for each individual errant charge. For example, if a customer is charged 3 additional x's for the same transaction, that would result in \$300 in LD.

13. Over-refunding. Over-refunding a transaction results in lost revenue to the State and costs staff time to investigate and remediate. Over-refunds as a result of a Solution error, will result in liquidated damages. Additionally, the Contractor will provide a report that includes but is not limited to booking number, customer name, email, phone, the amount that they were refunded, the correct amount they should have been refunded, the difference, and total lost revenue to the State. The Contractor must assist the State with any necessary communication to the affected Customers.

13.1 Liquidated Damages. The State will receive 3 x's the total amount of lost revenue as a result of the over-refunds and \$100 for each transaction that is over-refunded.

14. Bookings Allowed Ahead of the Booking Window. Bookings outside of the booking window that are a result of a Solution error (System or Call Center agent) is bad customer service, causes an unfair advantage, and costs Staff time to investigate and remediate; this type of incident has the potential to be escalated all the way to the Governor's office. The issue allowing bookings outside the booking window, must be corrected within 5 calendar days and will result in liquidated damages. The Contractor must provide a report that includes, but is not limited to, booking number, customer name, email, phone, date reservation was created, earliest date it should have been created and number of days in advance of the booking window it was made. The Contractor must assist the State with any necessary communication to the affected Customers.

14.1 Liquidated Damages. \$1000 per booking created outside the booking window and \$1000 per day for days 6 - 10 where the issue has not been corrected. \$2000 per day for days 11 – 15 where the issue has not been corrected. And \$3000 per day after 15 days until issue(s) resolved.

15.0 Hardware

15.1 Hardware Delivery Costs. Contractor is responsible for all costs of delivery, including shipping costs with respect to Hardware delivery, removal, replacement, and refresh.

15.2 Hardware Inventory and Tracking

The Contractor will track and inventory all Hardware delivered at each Site and provide an annual report to the State that includes the following:

- Site name
- Contact station or booth
- Date delivered
- Date installed

- Device make, model, serial number, and
- Any other information the State may require

15.3. Hardware Ownership. Except as otherwise provided in this section, title to all Hardware remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims with respect to Hardware. The risk of loss of rejected or non-conforming Hardware remains with Contractor. Rejected Hardware not removed by Contractor within 15 calendar days will be deemed abandoned by Contractor and title to same will pass to the State at no additional cost to the State and without any right by Contractor to setoff. For any item of rejected Hardware not removed within 15 days, Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of such rejected Hardware.

15.4 Hardware Maintenance, Support, and Replacement

- a. Contractor will provide maintenance and support of the Hardware in accordance with the requirements set forth in the Service Level Agreement at no additional cost to the State as all costs and fees for maintenance and support services are included in the pricing set forth in Schedule B the Pricing Schedule.
- b. Replacement and Repair. Contractor is responsible, at no additional cost to the State, for replacing and/or repairing all Hardware as necessary to ensure proper functionality of the Site Solution at each Site in accordance with Contract requirements, regardless of the reason necessitating the replacement or repair.
- c. Hardware. When the Contractor receives calls for repair and/or replacement of Hardware, the Contractor must correct such problems within 48 hours of notification by the DNR. The Contractor must maintain sufficient inventory of spare workstations and other hardware to meet the 48-hour requirement. Failure to repair or replace within this timeframe will result in the Liquidated damages of \$100 per day until resolved.
- d. Consumables. The State will have the ability to order all consumables related to the Hardware from Contractor, including those listed below. Contractor is responsible for all costs of delivery, including shipping costs of Consumables and as applicable installation and removal. Consumables may include but are not limited to:
- i. Paper
 - ii. Ink cartridges
 - iii. Automobile mirror hang tags

15.5 Hardware Refresh

- a. All Hardware must function properly at each Site during the Term. Contractor must replace/refresh all Hardware with new Hardware at each Site no later than 5 years after Acceptance.
- b. Contractor must provide the new Hardware at no additional cost to the State. A Hardware Refresh is a replacement of Hardware with new Hardware at each Site. A Hardware Refresh is subject to Acceptance as set forth in section 9 of the Terms and Conditions.

15.6. Hardware Removal and Disposal. Contractor is responsible, at no additional cost to the State, for properly removing from the State's premises, all Hardware that is replaced, and for properly disposing of the Hardware. Contractor must permanently sanitize or destroy all data from the Hardware using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods, PCI Standards or as otherwise instructed by the State.

SCHEDULE D - Attachment 1 – Contact List

Contractor recommends that all support requests begin with the Contractor's Help Desk. DNR can reach the help desk via phone or email.

General Support Requests

First Person to Contact: Contractor Help Desk, MIhelpdesk@camis.com, 866-339-7275

Escalation: National Account Manager, Erick Likens, erick.likens@camis.com, 800-371-6006 ext. 2038

Support Escalations

Contractor Help Desk staff are trained to escalate support issues based upon their priority, following a prioritization matrix. There are defined processes to ensure that issues are prioritized and addressed regardless of the day or time. After triaging the support issue, the help desk have several options for escalations.

Configuration: When an urgent software issue is discovered and the issue can be resolved by a configuration change, the Configuration on Call Schedule is referenced. The team member on call is contacted by the Help Desk.

Software: When an urgent software issue is discovered, and the issue must be resolved by a software change, the Development on Call Schedule is referenced. The team member on call is contacted by the Help Desk.

Performance: When an urgent performance issue, or application outage is discovered, the DevOps on Call Schedule is referenced. The team member on call is contacted by the Help Desk.

Throughout all urgent support escalations, the National Account Manager is always available and is often actively liaising with DNR and Contractor's Help Desk staff to ensure communication and transparency throughout any urgent issue.

SCHEDULE E – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State’s IT environment, Contractor must comply with the State’s Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458_958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State’s Acceptable Use Policy before

accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which

requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and any Hosting Provider's and applicable subcontractor as identified by the State a FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E, Attachment 1 – PCI Compliance and CEPAS

1. PCI Compliance.

Contractors that process, transmit store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) if or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

2. CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources. For additional information, refer to the CEPAS Integration Guide that can be found at:

<https://stateofmichigan.sharepoint.com/teams/insidetreasury/about-treasury/work-areas/Documents/CEPAS/Integration%20Guides%20and%20Hotfix%20Notes/PayPoint%20Merchant%20Integration%20Guide%202.14.2021.pdf?CT=1623169629598&OR=Outlook-Body&CID=97F008F1-D094-4ED7-9335-63E0B12988E6>

SCHEDULE F - DISASTER RECOVERY/CONTINGENCY AND INCIDENT HANDLING AND RESPONSE PLAN

Schedule Redacted for Security Reason

SCHEDULE G – Transition Out Plan

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
0	State of Michigan DNR (MIDNR) and Camis USA Inc. CRS System Transition Out Plan	155 days	Mon 28-07-1	Fri 29-02-09		
1	1 Phase 1: Initiate Transition Out	7 days	Mon 28-07-10	Tue 28-07-18		
2	1.1 MIDNR notify Camis of end of contract	1 day	Mon 28-07-10	Mon 28-07-10		MIDNR
3	1.2 MIDNR notify Camis of Project Management resource/contact	1 day	Mon 28-07-10	Mon 28-07-10		MIDNR
4	1.3 Schedule Transition Out Communication Strategy	6 days	Tue 28-07-11	Tue 28-07-18	2	Camis,MIDNR
5	2 Phase 2: Execute Transition Out	125 days	Mon 28-07-10	Fri 28-12-29		
6	2.1 MIDNR to notify Camis of request for active reservations and account data	1 day	Tue 28-07-11	Tue 28-07-11	2	MIDNR
7	2.2 Initial Data Export - Camis provide MIDNR with sample active reservation and account data (data migration)	1 day	Wed 28-07-12	Wed 28-07-12	6	Camis
8	2.3 Reservation Website Transition:	34 days	Mon 28-09-11	Thu 28-10-26		
9	2.3.1 Stop taking reservations through the Camis System using the Reservation Website	1 day	Wed 28-10-25	Wed 28-10-25		Camis DevOps
10	2.3.2 Activate maintenance page for Reservation Website	1 day	Thu 28-10-26	Thu 28-10-26	9	Camis DevOps
11	2.3.3 Setup redirects to new Reservation Website	1 day	Thu 28-10-26	Thu 28-10-26	9	Camis DevOps
12	2.4 Call Center Transition:	45 days	Mon 28-09-11	Fri 28-11-10		
13	2.4.1 Stop taking reservations through the Camis System for the call center locations	1 day	Wed 28-10-25	Wed 28-10-25		Camis Call Center
14	2.4.2 Activate phone scripting to use during the transition	1 day	Thu 28-10-26	Thu 28-10-26	13	Camis Call Center
15	2.4.3 Provide MIDNR with call center statistics for the past season	10 days	Fri 28-10-27	Thu 28-11-09	14	Camis Call Center
16	2.4.4 Complete toll free number transition	1 day	Fri 28-11-10	Fri 28-11-10	15	Camis Call Center
17	2.5 Field Location Transition:	80 days	Mon 28-09-11	Fri 28-12-29		
18	2.5.1 Stop taking reservations through the Camis system for the field locations	1 day	Wed 28-10-25	Wed 28-10-25		Camis
19	2.5.2 Collect Camis hardware from field locations	47 days	Thu 28-10-26	Fri 28-12-29	18	Camis FieldOps
20	2.6 Accounts and reconciliation Transition:	53 days	Mon 28-08-21	Wed 28-11-01		
21	2.6.1 MIDNR to notify Camis of request for active reservations, active gift cards, and account data	1 day	Mon 28-08-21	Mon 28-08-21		MIDNR
22	2.6.2 Final Data Export - Camis to provide MIDNR with active reservations, active gift cards, and account data (data migratio	1 day	Thu 28-10-26	Thu 28-10-26	9,13,18	Camis
23	2.6.3 All Shifts and Customer Accounts Reconciled	5 days	Thu 28-10-26	Wed 28-11-01	9,13,18	Camis
24	2.7 Help Desk Transition:	42 days	Mon 28-09-11	Tue 28-11-07		
25	2.7.1 Close and archive any outstanding issue tickets	10 days	Wed 28-10-25	Tue 28-11-07	9,13,18	Camis Help Desk
26	2.7.2 Stop Taking Support Calls	1 day	Thu 28-10-26	Thu 28-10-26	9,13,18	Camis Help Desk
27	2.7.3 Disable client specific call routing	1 day	Fri 28-10-27	Fri 28-10-27	26	Camis Help Desk
28	3 Phase 3: Post Transition Out	100 days	Mon 28-09-25	Fri 29-02-09		
29	3.1 Perform post contract activities (as needed)	35 days	Mon 28-11-13	Fri 28-12-29		Camis
30	3.2 MIDNR to notify internal partners to remove Camis access (payment processing portal, etc.)	6 days	Mon 28-11-13	Mon 28-11-20		MIDNR
31	3.3 MIDNR to remove access to Camis system	6 days	Mon 28-11-13	Mon 28-11-20		MIDNR
32	3.4 Formal Contract End Date	1 day	Sun 28-12-31	Sun 28-12-31		Camis,MIDNR

33	3.5 Return and/or destroy any and all confidential information created or received by the other party	5 days	Mon 29-01-01	Fri 29-01-05	32	Camis,MIDNR
34	3.6 Camis to send written confirmation to MIDNR certifying the return or destruction of all confidential information	1 day	Mon 29-01-08	Mon 29-01-08	33	Camis
35	3.7 End of Transition Communication (as needed)	30 days	Mon 29-01-01	Fri 29-02-09	29	Camis

Exhibit 1 – Summary of High-Level Features and Policies Adhered to within the Existing CRS

For reference, below includes a summary of some of the high-level features in the existing CRS and is provided for informational purposes to help identify key existing functionality included in the Requirements; Schedule A, Table 1. To the extent there is a conflict between the following summary and the Requirements, the Requirements control.

- The maximum stay in a Michigan campground is 15 nights.
- The maximum stay for harbors varies from 4 to 30 nights along with seasonal stay reservations.
- Overnight lodging requires at least a 2- night minimum stay; some lodging resources require longer minimums.
- Peak reservation periods are six months or one year before Memorial Day Weekend, July 4th Weekend, Labor Day Weekend, and October Harvest Festivals, for park camping opportunities or for cabin reservations.
- The Call Center receives between 1,000 – 1,200 calls daily during peak reservation windows, with 20 second or less answer delay for any call.
- Harbor peak reservation period begins in February and continues through the Michigan boating season. Specific peak reservation periods at harbors correspond with sponsored onshore events, tournaments, and races.
- The Contractor is physically and financially responsible for all POS hardware at their site, and roughly 275 POS workstations at field locations (each field location generally has two workstations but may have more). The Contractor adds additional POS locations as requested by the State.
- The Contractor is financially responsible for providing all locations with thermal receipt paper, paper for printing camp and harbor passes, printer cartridges, and any other reservation-related supplies needed for use with the provided system.
- The Contractor procures the POS-specific connectivity and arranges for the maintenance and upgrades as they become available (combination of 4/5G, DSL, T1, Satellite [when approved by DNR], and/or Cable)). Backup connectivity is provided for each location by the Contractor.
- The Solution provides full integration with the State's credit card processing application titled Michigan's Centralized Electronic Payment Authorization System (CEPAS) and all credit/debit card sales are processed through CEPAS.
- The Contractor provides hardware, software, and staffing to run the following subsystems:
 - The reservation database (with Call Center, Website, and Field Sites sub-applications)
 - Help Desk
 - Data Management
 - Financial Management
 - Reporting
 - Project Management
 - Development
 - Server Teams
 - Security
 - Customer Service for Implementation and Field Support
 - Training

- In addition to the subsystems and hardware noted, the Contractor specifically provides financial reporting, 24-hour monitoring of the system jobs and operation, connectivity/telecom, hardware/software for training, test and production environments, disaster recovery and prevention, annual inventory, and annual multi-location training with training literature.
- The Contractor in coordination with the State, arranges and conducts annual pre-season training (March/April/May) with a hands-on training environment that replicates that year's production environment. Additional training is conducted throughout the year upon the State's request.
- In July or August of the prior year, the Contractor and the State, work in collaboration to gather and input the next season's inventory information. -
- All aspects of the Solution operate in real-time to prevent double bookings and provide inventory tracking/decrementing.
- Web, Call Center, and in-park/harbor reservation applications are integrated to allow a shopping cart hold feature for a specified period of time decided by the State.
- Call Center interactions are monitored for calls abandoned, answer delay, talk time, Telephone Service Factor (TSF), and reported weekly for compliance with contractually specified narrow tolerance limits.
- Reservations can be paid for by credit/debit card or gift card at the Call Center and online and by cash/check, debit/credit card or gift card at the field locations. Any refund processed to a customer is returned to the original payment method.
- Customers can split payments between multiple payment types.
- Resource booking status can change between reserve-able and non-reserve-able (aka local sale), depending on the State's desires for marketing and seasonal variations. Changes in booking status can be made after the camping/harbor season has begun.
- Pricing is flexible by individual resource, resource type, and/or location. For example, pricing can be set by date, season, amenities offered, equipment size, etc.
- Fees charged are the camping fee, slip fees, reservation fee, cancellation/modification fee, and percentage penalty fee on unused nights resulting from a cancellation, early departure, or change in length of overall stay. These are applied in different manners depending on the resource type. Cancellations or modifications of reservable resources can occur on any sales channel regardless of the sales channel where they originated.
- The Solution offers retail item inventory tracking and sales in the parks (e.g., firewood, ice, fuel, shirts, mugs, etc) and harbors (e.g., fuel dispensing). Some of the items are taxable and products may be set up as taxable or taxable with tax included.
- The Solution offers customers the ability to filter reservable resources by different amenities or attributes.
- The Solution sends customers a confirmation of their reservation via e-mail when the reservation is booked and then a second reminder closer to the arrival date. Both are configurable templates the State can customize.
- Contractor Call Center operation is monitored by DNR staff and all incoming calls are recorded.
- An auto call-out feature is used when urgent messages must be sent to multiple customers.
- The contractor assists with mass emails that go out to customers.
- Revenues are allocated to specific restricted fund revenue accounts tracked and assigned automatically by CRS. Revenue account coding is provided by the State. The Solution reports coming out of the reservation system trigger standard financial transactions that are reconciled with the State's SIGMA accounting system.
- All financial and non-financial reports that do not include current-day data are pulled from an archive database so as not to slow down the production environment.
- Below are a few of the high-level descriptions of key features of the current field application:
 - Check-in/out

- Site/slip change
 - Extend stay
 - Early depart
 - Early check-in
 - Reduction in stays
 - Register advance reservations
 - Register walk-ins
 - Date transfer
 - Collects full and partial payments based on resource
 - Collects balances due anytime after a reservation is made up to the day of arrival
 - Fee adjustments and associated tracking reports
 - Shifts are tied to a user, not a computer
 - Transmit deposits by location
 - Manage/sell retail items and serialized stock
 - Ties satellite locations to main location for purpose of selling retail items and serialized stock
 - Customization of quick access widgets on the main home page
 - Access to reporting dashboard
 - Manage closures
 - Manage group holds
 - Interactive maps allows bulk entry of off-line cash sales of serialized stock
 - Administrative access to set up users and solution enforced security levels
 - Access to both internal messaging and customer facing messages that can be viewed on-line
 - Harbormasters can assign multiple boats in a single harbor slip (rafting), while campgrounds only allow 1 booking per campsite.
- Below are a few of the high-level descriptions of key features of the public facing web application:
 - Advanced filterable searches by map, calendar, or list view
 - Searches based on specific resource availability
 - Statewide searches
 - Similar locations feature that guide customers to other locations if their first choice does not have availability
 - Displays resource photos
 - Customizable informational carousels on the home page
 - Web store for the sale of Recreation Passports with call center fulfillment
 - Customizable messaging by location or all locations
 - Add-on feature to collect donations for Michigan State Parks & Harbors
 - Seamless payment portal integration with CEPAS – customer is NOT redirected to another site
 - Customer account to manage all reservations regardless of the sale channel they originated from

- Live customer help chat
- E-gift card sales
- Set max limits on shopping carts by location. For example, Grand Haven can accept 2 reservations in a shopping cart in a single transaction while other parks allow 5
- System clock that displays server time

Exhibit 2 – Estimated Transactional Volume

Transactional Volume (MI FY is Oct 1 – Sept 30)

	Campgrounds Total				Overnight Lodges Total				Harbors Total				REPORT TOTALS			
	New Reservtns	Changes	Cancel	Net Nights	New Reservtns	Changes	Cancel	Net Nights	New Reservtns	Changes	Cancel	Net Nights	New Reservtns	Changes	Cancel	Net Nights
Sep-20	48,383	5,995	9,303	76,856	1,365	103	254	2,811	2,197	303	410	3,776	51,945	6,401	9,967	83,443
FY2020	448,096	42,167	101,217	1,015,742	12,637	726	3,709	21,363	28,654	3,052	5,222	86,576	489,387	45,945	110,148	1,123,681
Sep-19	35,371	4,457	4,234	64,649	1,096	81	176	1,921	1,973	328	154	3,317	38,440	4,866	4,564	69,887
FY2019	417,929	40,558	42,007	1,128,705	12,105	716	1,753	23,125	27,529	3,072	3,131	75,880	457,563	44,346	46,891	1,227,710
Sep-18	36,381	3,355	3,812	67,127	1,118	60	193	2,002	2,296	158	182	3,708	39,795	3,573	4,187	72,837
FY2018	425,824	33,759	41,647	1,140,116	12,670	651	1,952	23,881	28,145	1,991	3,078	55,747	466,639	36,401	46,677	1,219,744
Sep-17	39,879	3,931	3,824	73,106	1,144	72	187	1,972	2,525	109	138	4,051	43,548	4,112	4,149	79,129
FY2017	432,467	37,415	43,740	1,130,457	13,172	627	2,021	24,595	28,240	2,207	2,808	85,015	473,879	40,249	48,569	1,240,067

	SALES CHANNEL TOTALS					
	Call Center		Internet		Field	
	Transactions	Net Nights	Transactions	Net Nights	Transactions	Net Nights
Sep-20	6,893	5,492	48,821	63,292	12,599	14,659
FY2020	57,909	38,366	495,013	1,093,796	92,558	(8,481)
Sep-19	6,747	7,591	25,733	40,795	15,390	21,501
FY2019	65,288	102,088	399,180	994,657	84,332	130,965
Sep-18	5,778	7,102	25,694	41,920	16,083	23,815
FY2018	51,394	69,945	409,014	1,027,532	89,309	122,267
Sep-17	6,537	7,848	26,638	42,335	18,634	28,946
FY2017	59,662	84,828	398,905	990,185	104,130	165,054

Exhibit 3 - Call Center Call Volume

	Calls Offered	Calls Answered
FY 17	161,229	155,199
FY18	145,881	141,316
FY19	143,311	136,275
FY20	178,378	105,584

Exhibit 4 – Current Hardware Deliverables and Physical Locations

The Contractor will provide all the Hardware for each location. Exhibit 4 shows the current summary of hardware deliverables and physical locations where hardware is assigned.

Points to consider:

- The State requires Field Location hardware supplied under this Contract to support current State standards for similar items.
- The quantities presented are based on current volume and workload and intended for the purpose of reference.
- In addition to the current Hardware deliverables referenced below, the State will require 85 additional workstations.

Current Hardware Deliverables

Hardware Count	Computer (KB and Mouse) QTY	Laptop	Payment Terminal Qty	Barcode Scanner Qty	Laser Printer Qty	Receipt Printer Qty	Cash Drawer Qty	Doc Scanner Qty	Comcast Connect Pro
Parks	200	7	208	198	132	210	135	82	5
Harbors	67	0	63	59	62	64	47	40	2
Total Count	267	7	271	257	194	274	182	122	7

Hardware Count	CP MBR1400	CP Router AER1650	CP Router CBA850	Backup UPS	Data Switch 8 Port	10ft. Yellow Cat5e Cable	10ft. BlueCat5e cable	USB cables	AT&T 4G	Verizon 4G
Parks	9	5	88	204	77	120	198	215	5	100
Harbors	1	3	51	69	15	54	66	68	5	38
Total Count	10	8	139	273	92	174	264	283	10	138

Current Locations Requiring POS Solutions

Location Name	Physical Address
Algonac State Park	8732 RIVER RD, COTTRELLVILLE, MI 48039
Aloha State Park	4347 Third Street, Cheboygan, MI 49721
Arcadia Veterans Memorial Harbor	17088 First St Arcadia, MI 49613
Baldwin Field Office	2390 West 24th Street, Baldwin, MI 49304
Baraga State Park - Contact Station	1300 US-41 South, Baraga, MI 49908
Baraga State Park - HQ	17078 US-41 South, Baraga, MI 49908
Bay City Recreation Area	3582 State Park Drive, Bay City MI 48706
Bay City - Permit Booth	Secondary Location
Beaver Island Marina - Harbor Office	26184 Main Street Beaver Island, MI 49782
Beaver Island Marina - Ship store	26184 Main Street Beaver Island, MI 49782
Belle Isle - Entrance (Central) Booth	Casino Way, MI 48207
Belle Isle - Mobile (Sunset) Booth	Moves along Sunset Drive, Detroit, MI 48207
Belle Isle - Headquarter's	99 Pleasure Drive, Detroit, MI 48207
Bewabic State Park	1933 US-2 West, Crystal Falls, 49920
Boyne City Marina	20 State St, Boyne City, MI 49712
Brighton Rec Area- Bishop Campground	5210 Bishop Lake, Brighton, MI 48843
Brighton Rec Area Bishop Lake Booth	Cabin Road (No physical address)
Brimley State Park	9200 West 6 Mile Rd, Brimley, MI 49715
Burt Lake State Park	6635 State Park Drive, Indian River MI 49749
Caseville Marina	6546 Main St, Caseville, MI 48725
Cedarville Municipal Harbor	248 South Meridian Rd. Cedarville MI 49719
Cedar River State Harbor	N8262 Old Mill Lane, Cedar River, MI 49887
Cedar River State Harbor - Fuel Dock	Secondary Location
Charlevoix Marina	100 E Clinton Street, Charlevoix, Michigan 49720
Cheboygan Co. Marina	1080 N. Huron Cheboygan, MI 49721
Cheboygan State Park - Contact Station	Secondary Location

Cheboygan State Park - Office	4490 Beach Rd, Cheboygan, MI 49721
City of Alpena	400 E Chisholm St, Alpena, MI, 49707
Clear Lake State Park	20500 M-33, North Atlanta, MI 49709
Copper Harbor	14447 Hwy M-26, Copper Harbor, MI 49918
Detour Harbor - Fuel Dock	Secondary Location
Detour Harbor - Harbor Office	600 Ontario Street, De Tour Village, MI 49725
Dodge #4 State Park - Entrance Booth	4250 Parkway Dr, Waterford, MI 48328
Dodge #4 State Park - HQ	4250 Parkway Dr, Waterford, MI 48328
Duncan L. Clinch - Fuel Dock	Secondary Location
Duncan L. Clinch - Harbor Office	111 W Grandview Parkway, Traverse City, MI 49686
East Jordan - Fuel Dock	Secondary Location
East Jordan - Harbor Office	119 Spring St, East Jordan, MI 49727
East Tawas	113 Newman Street, East Tawas, MI 48730
Elmwood Township Marina	13051 W. Bayshore Drive, Traverse City, MI 49684
Fayette	4785 II Road, Garden, MI 49835
Fayette State Harbor	4786 II Road, Garden, MI 49835
Fisherman's Island State Park	16480 Bell's Bay Road, Charlevoix, MI 49720
Fort Custer State Park - Campground	5163 W. Fort Custer Drive, Augusta, MI 49012
Fort Custer State Park - Headquarters	5161 Fort Custer Drive, Augusta, MI 49012
Fort Wilkins State Park	15223 US Hwy 41, Copper Harbor, MI 49918
George Kemp Marina	485 East Water, Sault Ste Marie, MI 49783
Grand Haven Marina	101 N. Harbor Dr, Grand Haven, MI 49417
Grand Haven Marina	101 N. Harbor Dr, Grand Haven, MI 49417
Grand Haven State Park - Campground Office	1001 S Harbor Ave, Grand Haven, MI 49417
Grand Haven State Park - Recreation Passport Booth	1001 S Harbor Ave, Grand Haven, MI 49417
Hammond Bay	24025 US 23 North, Millersburg, MI 49759
Harbor Beach	1 Ritchie Dr, Harbor Beach, MI 48441
Harrisville Harbor	1 Harbor Dr, Harrisville, MI 48740

Harrisville State Park	248 State Park Rd, Harrisville, MI 48740
Hartwick Pines State Park - Contact Station	4216 Ranger Road, Grayling, MI 49738
Hartwick Pines State Park - Park Office	Secondary Location
Hayes State Park	1220 Wamplers Lake Rd, Onsted, MI, 49265
Hessel Marina	3023 Lake Street, Hessel, MI 49745
Highland State Park	5200 East Highland Rd, White Lake, MI 48383
Hoeft State Park	5001 US Hwy 23 N, Rogers City, MI 49779
Hoffmaster State Park - Campground	6585 Lake Harbor Rd, Muskegon, MI 49441
Hoffmaster State Park - Contact Station	6775 Beach Rd, Muskegon, MI 49441
Holland State Park - Campground Office	2215 Ottawa Beach Road, Holland, MI 49424
Holland State Park - Day Use Booth	2383 Ottawa Beach Road, Holland, MI 49424
Holland State Park - Park Office	Secondary Location
Holly State Park - Campground Office	8100 Grange Hall Rd, Holly, MI 48442
Holly State Park - Park Office	5300 McGinnis Road, Holly, MI 48442
Indian Lake \ South	8970W County Road 442, Manistique, MI 49854
Interlochen State Park	4167 Hwy M-137, Interlochen, MI 49643
Ionia State Park	2880 W. David Highway, Ionia, MI 48846
Island Lake State Park - Entrance Booth	13200 State Park Way, Brighton, MI 48116
Island Lake State Park - Park Office	12950 East Grand River Ave, Brighton, MI 48116
Lake Gogebic State Park	N9995 Hwy M-64, Marenisco, MI 49947
Lake Hudson State Park	5505 Morey Hwy, Clayton, MI 49235
Lake St. Clair Marina (metroparks) - harbormaster booth	Secondary Location
Lake St. Clair Marina (metroparks) - park office	31300 Metro Parkway, Harrison Township, MI 48045
Lake St. Clair Marina (metroparks) - shore marina	Secondary Location
Lakeport State Park	7605 Lakeshore Rd, Lakeport, MI 48059
Leelanau State Park	15310 N. Lighthouse Point Road, Northport, MI 49670
Lexington State Harbor	7411 Huron Ave, Lexington, MI 48450
Lime Island	720 Church St St. Ignace, MI 49871

Ludington State Park- Campground Office	2558 Hwy M-116, Ludington, MI 49431
Ludington State Park- Entrance booth	4150 Hwy M-116, Ludington, MI 49431
Mackinac Island Harbor	7003 Main st, Mackinac Island, MI 49757
Mackinaw City Marina - Gas Dock	Secondary Location
Mackinaw City Marina - Harbor Office	102 South Huron, Mackinaw City, MI 49701
Manistee Marina	480 River St, Manistee, MI 49660
Marquette Marinas (Cinder Pond and Presque Isle)	260 Lakeshore Blvd, Marquette, MI 49855
Maybury State Park	49575 8 Mile Road, Northville MI, 48167
McLain State Park	18350 Michigan 203, Hancock, MI 49930
Mears State Park	400 W. Lowell St, Pentwater, MI 49449
Metamora Hadley Recreation Area	3871 Herd Rd, Metamora, MI 48455
Mitchell State Park	6093 Hwy M-115, Cadillac, MI 49601
Mt Clemens Field Office	28681 Old North River Road, Harrison Township, Michigan 48045
Muskallonge Lake State Park	30042 County Road 407, Newberry, MI 49868
Muskegon State Park- Channel	1005 Scenic Dr, Muskegon, MI 49445
Muskegon State Park- Lake Michigan	459 Scenic Dr, Muskegon, MI 49445
Muskegon Hartshorn Marina	920 W. Western Muskegon, MI 49441
New Buffalo Marina	100 W. Water St, New Buffalo, MI 49117
Newaygo State Park	2793 Beech St, Newaygo, MI 49337
North Higgins Lake State Park	11747 N. Higgins Lake Dr Roscommon, MI 48653
Northport Harbor	105 Rose Street, Northport, MI
Oceana Field Office	1757 E Hayes Rd, M-20, Shelby MI 49455
Onaway State Park	3622 North M-211 Onaway, MI 49765
Ontonagon Marina	125 River Rd, Ontonagon, MI 49953
Ottawa County Marina	2330 Ottawa Beach Rd, Holland, MI 49424
Orchard Beach State Park	2064 Lakeshore Rd, Manistee, MI 49660
Ortonville Recreation Area	5779 N. Hadley Rd, Ortonville, MI 48462
Otsego Lake State Park - Contact Station	7136 Old Hwy 27 South, Gaylord, MI 49735

Otsego Lake State Park - Park Office	Secondary Location
Otsego Lake State Park - Pigeon River	Secondary Location
Outdoor Adventure Center	1801 Atwater Street, Detroit, MI 48207-4020
Pentwater Marina	519 S. Hancock St, Pentwater, MI 49449
Petoskey Marina	201 Bayfront Dr, Petoskey, MI 49770
Petoskey State Park - Beach Concession	Secondary Location
Petoskey State Park - Campground Office	2475 Hwy M-119, Petoskey, MI 49770
Petoskey State Park - Contact Station	Secondary Location
Pinckney State Park - Bruin Lake	21237 Kaiser Rd., Gregory, MI 48137-9794
Pinckney state Park - Rec Area	8555 Silver Hill Rd, Pinckney, MI 48169-8901
Pontiac Lake Rec Area - Campground Office	3480 Teggerdine Rd, White Lake, 48386
Pontiac Lake Rec Area - Day Use Booth	Williams Lake Rd, Waterford, MI 48327
Porcupine Mountains Union Bay	36714 M-107, Ontonagon, MI 49953 (fire route address)
Porcupine Mountains Visitor's Center	Secondary Location
Porcupine Mountains Wilderness Admin	36714 M-107, Ontonagon, MI 49953
Port Austin State Harbor	8791 Lake St, Port Austin, MI 48467
Port Austin State Harbor Boat Gate	Secondary Location
Port Crescent State Park	1775 Port Austin Rd Port Austin, MI 48467
Port Huron Marina	525 River St, Port Huron, MI 48060
Port Sanilac Harbor	7376 Main St., Port Sanilac, MI 48469
Presque Isle Harbor	5462 East Grand Lake Rd, Presque Isle, MI 49777
Proud Lake Recreation Area	2700 Glengary Rd, Commerce Township, MI 48382
Rifle River Recreation Area	2550 E Rose City Rd, Lupton, MI 48635
Roger City Harbor Fuel Dock	Secondary Location
Roger City Harbor Building	270 N. Lake St, Rogers City, MI 49779
Saint Ignace Marina	13 S. State St, St. Ignace, MI 49781
Seven Lakes State Park - Campground Office	14390 Fish Lake Rd, Holly, MI 48442
Seven Lakes State Park - Park Office	14390 Fish Lake Rd, Holly, MI 48442

Silver Lake State Park - Campground	8674 W Silver Lake Rd, Mears, MI 49436
Silver Lake State Park - ORV Barn	8960 W. Fox Road, Mears, MI 49436
Silver Lake State Park - Voucher Center	8401-8503 W Fox Rd, Mears, MI 49436
Sleepy Hollow State Park	7835 East Price Rd, Laingsburg, MI 48848
South Haven Marina - North	345 Water St, South Haven, MI 49090
South Haven Marina - South	Secondary Location
South Higgins Lake State Park - Campground Office	106 State Park Dr, Roscommon, MI 48653
South Higgins Lake State Park- Entrance Booth	Secondary Location
St. Clair City Boat Harbor - Dock	Secondary Location
St. Clair City Boat Harbor - Office	902 S. Second St, St. Clair, MI 48079
St. Joseph West Basin Marina	273 Marina Dr, St. Joseph, MI 49085
Sterling State Park	2800 State Park Road , Monroe MI 48162
Sterling State Park - Campground Office	2800 State Park Road , Monroe MI 48162
Straits State Harbor - Fuel Dock	Secondary Location
Straits State Harbor - Harbor Office	409 S. Huron St Mackinaw City, MI 49701
Straits State Park	720 Church St St. Ignace, MI 49871
Tahquamenon Falls State Park (lower falls)	7151 N Lower Campground Ln, Paradise, MI 49768
Tahquamenon Falls State Park (Rivermouth)	32130 W. South River Rd, Paradise, MI 49768
Tahquamenon Falls State Park (Upper Falls)	24019 Upper Falls Dr, Paradise, MI 49768
Tawas Point State Park	686 Tawas Beach Rd, East Tawas, MI 48730
Tippy Dam State Park	1500 Dilling Rd Brethren, MI 49619
Traverse City State Park - Contact Station	1132 US-31 North Traverse City, MI 49686
Traverse City State Park- Permit Booth	Secondary Location
Twin Lakes State Park	6204 E. Poyhonen Road, Toivola, MI 49965
Van Buren State Park	23960 Ruggles Rd, South Haven, MI 49090
Van Riper State Park	298 Blue Road, Champion, MI 49814
Warren Dunes State Park	12032 Red Arrow Hwy, Sawyer, MI 49125
Waterloo Recreation Area - Portage	11500 Seymour Road, Grasslake, MI 49240

Waterloo Recreation Area- Sugarloaf	8200 or 8400 Loveland Road, Chelsea, MI 48118
Waterloo Recreation Area-Park Office	16345 McClure Rd, Route 1, Chelsea, MI 48118-9745
Wells-State Park	N7670 Hwy M-35, Cedar River, MI 49887
White Lake Municipal Marina	100 S. Lake St, Whitehall, MI 49461
Wilderness State Park	719 E Wilderness Park Dr, Carp Lake, MI 49718
William G Milliken (fka TriCentennial) State Harbor	1900 Atwater St, Detroit, MI 48207
Wilson State Park	910 N. First St, Harrison, MI 48625
Yankee Springs Recreation Area	2104 S Briggs Road, Middleville, MI 49333
Yankee Springs (deep lake)	2560 Yankee Springs Rd, Middleville, MI 49333
Yankee Springs (gun lake)	2364 State Park Drive, Middleville, MI 49333
Yankee Springs Permit Booth	Secondary Location
Young State Park	2280 Boyne City Rd, Boyne City, MI 49712

Exhibit 5 - Statewide Summary of Primary and Secondary Connectivity Type Currently Used

Percentage of Locations Using Connectivity Types

Connectivity Type	Primary WAN Circuit Type	Secondary WAN Circuit Type
Cable	28%	0%
Uverse	8%	1%
DSL	29%	2%
T1	1%	0%
Fixed Wireless	2%	0%
LAN	9%	9%
Mobile Cellular	9%	72%
Other	14%	16%
	100%	100%