



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number MA180000001210

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	224 W Campbell Rd, Suite 512
	Richardson TX 75080
	Greg Gulliver
	613-867-3380
	ggulliver@kalkomey.com
	CV0064248

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shohn Johnson	
		517-897-7365	
		johnsons155@michigan.gov	

CONTRACT SUMMARY

DNR LED Recreational Safety Training Integrated Services Contract			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 23, 2019	April 24, 2024	5 - 1 Year	April 24, 2027
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
\$552,800.00		\$61,000.00		\$613,800.00

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 4/23/2026, this Contract is hereby increased by \$61,000.00 to cover the purchase of printed materials (handbooks, manuals, etc.) by the DNR.

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
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **MA18000001210**

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	224 W Campbell Rd, Suite 512
	Richardson TX 75080
	Greg Gulliver
	613-867-3380
	ggulliver@kalkomey.com
	CV0064248

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shane Desmier	DTMB
		517-246-8229	
		DesmierS@michigan.gov	

CONTRACT SUMMARY				
DNR LED Recreational Safety Training Integrated Services Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 23, 2019	April 24, 2024	5 - 1 Year	April 24, 2027	
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		
\$552,800.00	\$0.00	\$552,800.00		

DESCRIPTION

Contract Amendment – ADA Compliance

Effective Date: August 19, 2025

The amendment of this contract includes the updated ADA Compliance language listed below, which replaces the previous WCAG 2.0 Level AA language with **WCAG 2.1 Level AA**. No additional funding is required for this amendment.

ADA Language - WCAG 2.1 Level AA:

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. This amendment is made with the agreement of the Contractor, the Agency, and DTMB Central Procurement Services.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **MA18000001210**

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	224 W Campbell Rd, Suite 512
	Richardson TX 75080
	Greg Gulliver
	613-867-3380
	ggulliver@kalkomey.com
	CV0064248

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

CONTRACT SUMMARY				
DNR LED Recreational Safety Training Integrated Services Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 23, 2019	April 24, 2024	5 - 12 Months	April 24, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
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				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		April 24, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$552,800.00	\$0.00	\$552,800.00		
DESCRIPTION				
<p>Effective 04/07/2025, the parties add the attached Statement of Work to include the addition of language translations to the online and print versions of the safety training, as well as adding the provision to allow Department of Natural Resource's Parks and Recreation Division and the Forrest Resources Divion to use Volunteer Manager that is part of this Contract. Additionally, the State is exercising two of the 4 remaining option years; the new Contract expiration date is 04/24/2027. This is a \$0 Change Notice.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/17/2019.</p>				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov

Project Title: Localization of MI Hunter and Boating Safety Online Courses	Period of Coverage: Duration of Term
Requesting Department: Department of Natural Resources	Date: December 2025
Agency Project Manager: Tom Wanless	Phone: 517-284-6026
DTMB Project Manager: Vanessa Garcia	Phone: 517-284-9814

BACKGROUND:

Kalkomey Enterprises provides outdoor course materials and online educational courses for MI DNR and Fish and Wildlife Departments across North America. As part of the company’s commitment to fostering safe, enjoyable and inclusive experiences in the outdoors, Kalkomey is proud to offer NASBLA and IHEA-USA approved boating and hunter education courses in Spanish to our Agency Partners.

PROJECT OBJECTIVE:

1. Fully localized for a Spanish-Speaking audience, Michigan’s NASBLA-approved Boat-Ed course.
2. Fully localized for a Spanish-Speaking audience, Michigan’s IHEA-USA approved Hunter-Ed course.

SCOPE OF WORK:

Kalkomey will localize the following courses into Spanish:

1. <https://www.hunter-ed.com/michigan/>
2. <https://www.boat-ed.com/michigan/>
 - Course Content
 - Course Images
 - Course Animations
 - Course Video Transcripts
 - Course Study Guides
 - Course Quizzes and Exams
 - Course Helper Text
 - Student Help Center Articles
 - Student Support Chat Widget

TASKS:

During the localization process, Kalkomey will translate all course content and provide all linguistic quality reviews.



DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Deliverables for this project include:

- There will be a total of two safety programs translated from English to Spanish.
 1. <https://www.hunter-ed.com/michigan/>
 2. <https://www.boat-ed.com/michigan/>

Deliverables	Acceptance
Localization of Boat-Ed and Hunter-ed course	Translation = 100% of Course Online Materials
Configuration – Boat-Ed	Language Toggle is added to existing course.
Testing	DNR has fully tested and finds that the solution will meet their needs.
NASBLA approval and authorization letter from MI DNR to NASBLA	MI DNR Approval to Offer Course in Spanish.
Configuration – Hunter-Ed	Language Toggle is added to existing course.
Testing	DNR has fully tested and finds that the solution will meet their needs.
Go Live	When each course has been approved by the MI DNR as complete, the language toggle will be made available for both courses.

ACCEPTANCE CRITERIA

This purchase is subject to the acceptance terms defined in Section 4.2 of Master Agreement: 180000001210.

SPECIFIC DEPARTMENT STANDARDS:

As agreed, upon in Master Contract 180000001210.

PAYMENT SCHEDULE:

This is a no cost feature for MI DNR. There are no costs to the DNR or any additional costs for the students.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is: Tom
Wanless
Department of Natural Resources 525
W. Allegan St
Lansing, MI 48909
517-284-6026
WanlessT@michigan.gov

The designated DTMB Project Manager is:
Vanessa Garcia
Department of Technology Management & Budget 525
W. Allegan St
Lansing, MI 48909
517-284-9814
GarciaV3@michigan.gov

The designated Kalkomey Project Managers are: Greg
Gulliver
SVP of Agency Relations
Kalkomey Enterprises
ggulliver@kalkomey.com
613-867-3380

Angela Johnson Program
Manager Kalkomey
Enterprises
ejohnson@kalkomey.com

LOCATION OF WHERE THE WORK IS TO BE PREFORMED:

Work will be performed in Dallas, Texas and Los Angeles, California.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are included in the annual subscription in MSA 80000001210.

This purchase order is a release from Contract Number 180000001210. This purchase order, statement of work, and the terms and conditions of Contract Number 180000001210 constitute the entire agreement between the State and the Contractor.



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 **4**
 to
 Contract Number **180000001210**

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	224 W Campbell Rd, , Suite 512
	Richardson, TX 75080
	Greg Gulliver
	613-867-3380
	contracts@kalkomey.com
	CV0064248

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

CONTRACT SUMMARY

DNR LED RECREATIONAL SAFETY TRAINING INTEGRATED SERVICES CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 24, 2019	April 24, 2024	5 - 1 Year	April 24, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<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 checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		April 24, 2025

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$552,800.00	\$0.00	\$552,800.00

DESCRIPTION

Effective 4/22/2024, the State uses one of it's 5 remaining option years. The new expiration date is 4/24/2025. This is a zero dollar Change Notice.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/17/2019.

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

AGENCY	NAME	PHONE	EMAIL
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **18000001210**

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	224 W Campbell Rd, Suite 512
	Richardson, TX 75080
	Greg Gulliver
	613-867-3380
	contracts@kalkomey.com
	CV0064248

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

CONTRACT SUMMARY

DNR LED RECREATIONAL SAFETY TRAINING INTEGRATED SERVICES CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 24, 2019	April 24, 2024	5 - 1 Year	April 24, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<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"/>		April 24, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$552,800.00	\$0.00	\$552,800.00

DESCRIPTION

Effective 2/9/2024, the State makes a clerical change to update the Contractor's address to the following:

Kalkomey Enterprises, LLC.
 224 W Campbell Rd
 Suite 512
 Richardson, TX 75080

Additionally, the Contractor's SIGMA ID # is being change from CV0063040 to CV0064248.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/17/2019.

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

AGENCY	NAME	PHONE	EMAIL
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov



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

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 180000001210

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	14086 Proton Road
	Dallas, TX 75244
	Jason Alexander
	972-715-7000
	contracts@kalkomey.com
	CV0063040

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

CONTRACT SUMMARY

DNR LED RECREATIONAL SAFETY TRAINING INTEGRATED SERVICES CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 24, 2019	April 24, 2024	5 - 1 Year	April 24, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<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"/>		April 24, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$552,800.00	\$0.00	\$552,800.00		

DESCRIPTION

Effective 5/10/2023, the parties add the attached document for the purpose of enhancing Michigans Education and Certification Experience for Interactive Programs to be used for Boating and Hunting.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/17/2019.

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

AGENCY	NAME	PHONE	EMAIL
DNR	Thomas Wanless	517-284-6026	WANLESST@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

**Michigan Department of Natural Resources
P.O. Box 30028
Lansing, MI 48909**

Enhancing Michigan's Educational and Certification Experience with Kalkomey's Interactive Programs for Boating and Hunting

In 2018, Kalkomey launched the first (and remains the only) fully interactive NASBLA-approved online certification program – I Learn to Boat. The program is now live in 24 states, with 4 more committed approvals on the way this year already. This program provides an enhanced option for your students to learn, engage, retain and be safe on the water. I Learn to Boat follows a storyline adventure and puts the students in real life boating scenarios, all while learning the NASBLA and state approved boating requirements. In 2022, 50% of all Kalkomey boating students chose I Learn to Boat over the standard online course and as such the program has received over 18,000 5-star reviews by those students.

The addition of this course as an approved program for boater education and certification for Michigan DNR will be seamless and follow the same process as the current online course. Students will navigate through the curriculum and complete the required assessments, including a final exam. Once complete, they will be able to print their boating safety certificate. Customer support, agency support and reporting will always be part of Kalkomey's commitment to our partners.

I Learn to Boat - <https://www.ilearntoboat.com/>

In 2021, Kalkomey followed the same path for enhanced certification and student experience for its online hunter education course – I Learn to Hunt. Kalkomey is the only course provider to have a fully interactive certification course available that has been reviewed and approved by the IHEA-USA. Although new, the course is live in 11 states and is currently being reviewed by more agencies ahead of the spring hunting season. Kalkomey took its learning from the interactive boater education program and enhanced the experience within I Learn to Hunt. This includes creating a personalized hunting experience that exposes students to real life hunting scenarios. The course includes 45 interactive assessments that the student must actively participate in as they navigate through the course. As such, we are seeing early success with 30% of students choosing the interactive hunter education option as a preference, with 86% of the participants giving the program a 5-star review.

The addition of this course as an approved program for hunter education and certification for Michigan DNR will be seamless and follow the same process as the current online course. Students will work through the required curriculum and complete the interactive assessments, receiving a Field Day Voucher upon successful completion. Students will then register/attend the Michigan Hunter Ed Field Day to complete the certification process. Customer support, agency support and reporting will always be part of Kalkomey's commitment to our partners.

I Learn to Hunt - <https://www.ilearntohunt.com/>

Kalkomey Enterprises, LLC

740 East Campbell Road, Suite 900
Richardson, TX 75081
United States

Course Pricing

- I Learn to Boat - \$49.95 (\$5.00 of the course fee will be used towards the offset of Event Manager)
 - I Lear to Hunt - \$49.95 (\$5.00 of the course fee will be used towards the offset of Event Manager)
-

With the 35 and counting jurisdictions that are now using the interactive programs as an option for their students, we know that the addition of these programs will bring value to the Michigan DNR and support the improvements to safety education and certification through enhanced online delivery.

We look forward to working further with the Michigan DNR to integrate these programs.

Best regards,



Greg Gulliver

VP of Agency Relations

ggulliver@kalkomey.com

Kalkomey Enterprises,

LLC

Kalkomey Enterprises, LLC

740 East Campbell Road, Suite 900
Richardson, TX 75081
United States



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

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 180000001210

CONTRACTOR	KALKOMEY ENTERPRISES LLC.
	14086 Proton Road
	Dallas, TX 75244
	Jason Alexander
	972-715-7000
	contracts@kalkomey.com
	CV0063040

STATE	Program Manager	Tom Wanless	DNR
		517-284-6026	
		WanlessT@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

DNR LED RECREATIONAL SAFETY TRAINING INTEGRATED SERVICES CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 24, 2019	April 24, 2024	5 - 1 Year	April 24, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<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"/>		April 24, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$450,000.00	\$102,800.00	\$552,800.00

DESCRIPTION

Effective 12/17/2019 the following amendment is being incorporated into this contract per attached Statement of Work. This contract is also hereby increased by \$102,800.00 for use by DNR.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/17/2019.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK FOR IT CHANGE NOTICES**

Project Title: Kalkomey AMS (Agency Management Solutions) Volunteers Software	Period of Coverage: 4/24/2020-4/24/2024
Requesting Department: Department of Natural Resources	Date: 11/27/2019
Agency Project Manager: Tom Wanless	Phone: 517-284-6026
DTMB Project Manager: Vanessa Garcia	Phone: 517-284-9814

BACKGROUND:

Kalkomey's AMS (Agency Management Solutions) Volunteers is an off-the-shelf software solution that helps state agencies better manage their volunteers and volunteer programs. As Michigan's current provider of classroom course materials, online education courses, and Event Registration system; Kalkomey processes and streamline data recording, transfer, and analysis for the MI DNR through the addition of its volunteer management module, which is a component of Kalkomey's already-developed AMS platform. Kalkomey's AMS combines Kalkomey's SaaS development process and customer support.

PROJECT OBJECTIVE:

- Facilitate an online volunteer application and approval process.
- Provide MI admins the ability to post and recruit volunteer activities.
- Provide approved volunteers with easy access to find and register for volunteer opportunities.
- Track volunteer hours according to requirements stipulated by the U.S. Fish and Wildlife Service for federal grants reimbursements.

SCOPE OF WORK:

- Ability to manage volunteer applications by volunteer type (application, background check, references)
- Ability for state admins to receive an automated notification when volunteers submit their application
- Ability for state admins to post volunteer events or opportunities online
- Ability for state admins to facilitate volunteer registration online
- Ability for volunteers to search for events or opportunities by location and dates
- Ability for volunteers to register for events and opportunities
- Ability to receive notifications regarding new applicants that are interested in their programs
- Ability to track the number of hours contributed by volunteers by the types of services they performed on a daily, weekly, monthly, quarterly, and yearly basis
- Track information required for reimbursement of USFWS grants
- Allow for double electronic hours approval (volunteer and designated supervisor) as required by the USFWS
- Mechanism that allows for reference checks to be sent out on candidates who apply for positions that require them.
- Ability for volunteers to receive notifications regarding their assignments and schedules.
- Ability for state admins to identify and invite (e-blasts or other) volunteers to events based on search criteria (region, skills, interests.)
- Ability for volunteers to receive notifications about upcoming events or trainings related to pre-set search criteria.
- Ability to track the personal information, interests, skills, and availability of a volunteer.
- Ability to send notifications to administrators when volunteers update their

- profile/information.
- Ability to create and manage “eventless” volunteer activities (i.e., individual jobs or tasks).
- Ability to generate customized surveys for their volunteers and other event participants.
- Ability to create and track department volunteer benchmarks (i.e., awards and recognition).
- Ability to track the number of hours and types of services the members of other organizations (partners) have contributed for the department’s benefit.
- Allow for one-time volunteers to search for one-time activities and register for them as “temporary volunteers.”
- Ability for managers to approve volunteer schedules manually, or allow for automatic approval based off of pre-determined criteria.
- Ability for the system to provide Multi-Factor Authentication for those with Administrative access.

TASKS:

During the implementation process, Kalkomey’s implementation specialist will work with DNR representatives to configure the system according to program needs. This is where Kalkomey will establish specific details of the system such as volunteer skills, interests, and qualifications. Kalkomey will also configure the application details by program during this time.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

There will be a total of 5 Volunteer Programs implemented which include:

- Hunter Education Instructor
- Bowhunter Education Instructor
- Boating Education Instructor
- OHV/ORV Education Instructor
- Snomobile Education Instructor

The total number of events, administrators and volunteers are unlimited.

Deliverables	Acceptance
Kick-Off Meeting to establish use cases/configuration needs of agency.	Kalkomey Schedules and Facilitates Kick-Off meeting at agreed upon date and location.
Configuration	When system is fully configured to fit all of the program needs set by DNR.
Testing	DNR has fully tested and finds that the solution will fit their needs.
Training	After training session has been held at agreed upon date and time, and DNR staff feels comfortable with the application.
Training Materials	When DNR receives Kalkomeys User Guide.
Go Live	When all 5 programs detailed in Scope of Work section are available for use and DNR finds fully functional for their needs.

ACCEPTANCE CRITERIA:

This purchase is subject to the acceptance terms defined in Section 4.2 of Master Agreement: 180000001210.

SPECIFIC DEPARTMENT STANDARDS:

As agreed upon in Master Contract 180000001210.

PAYMENT SCHEDULE:

Description	Amount	Date Due
Year 1 Annual Subscription	\$ 25,750	April 24th, 2020
Year 2 Annual Subscription	\$ 25,750	April 24th, 2021
Year 3 Annual Subscription	\$ 25,750	April 24th, 2022
Year 4 Annual Subscription	\$ 25,750	April 24th, 2023

Payment will be made on an annual basis at the specified rate above. After the initial 4 year term is up, the contractor may not increase the annual rate by more than 3% per year. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Tom Wanless
Department of Natural Resources
525 W. Allegan St
Lansing, MI 48909
517-284-6026
WanlessT@michigan.gov

The designated DTMB Project Manager is:

Vanessa Garcia
Department of Technology Management & Budget
525 W. Allegan St
Lansing, MI 48909
517-284-9814
GarciaV3@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at various Kalkomey Enterprise Offices.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are included in the annual subscription, unless otherwise agreed to by both parties.

No overtime will be permitted.

This purchase order is a release from Contract Number 18000001210. This purchase order, statement of work, and the terms and conditions of Contract Number 18000001210 constitute the entire agreement between the State and the Contractor.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management and Budget

525 W. Allegan St., Lansing, MI 48909

P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171-180000001210**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Kalkomey Enterprises LLC.
	14086 Proton Road
	Dallas, TX 75244
	Jason Alexander
	972-715-7000
	contracts@kalkomey.com
	CV0063040

STATE	Program Manager	Tom Wanless	DNR
		517-284-6026	
		WanlessT@michigan.gov	
	Contract Administrator	Jennifer Bronz	DTMB
		517-249-0493	
		BronzJ@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR LED Recreational Safety Training Integrated Services Contract			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/24/2019	4/24/2024	5, 1-Year options	4/24/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
New Contract from ITN# 180000000103			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$450,000.00

FOR THE CONTRACTOR:

Kalkonay Enterprises
Company Name

[Signature]
Authorized Agent Signature

Jason Alexander
Authorized Agent (Print or Type)

4/24/2019
Date

FOR THE STATE:

Jennifer Bronz
Signature

Jennifer Bronz – Senior Category Analyst
Name & Title

DTMB – Central Procurement Services
Agency

4/25/2019
Date



STATE OF MICHIGAN

CONTRACT TERMS Software as a Service (SaaS)

This Software as a Service Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Kalkomey Enterprises LLC (“**Contractor**”), a Texas OR A TEXAS LIMITED LIABILITY COMPANY. This Contract is effective on April 24, 2019 (“**Effective Date**”), and unless earlier terminated, will expire on April 24, 2024 (the “**Term**”).

This Contract may be renewed for up to 5 additional 1-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

“**Accept**” has the meaning set forth in **Section 4.2(b)**.

“**Acceptance**” has the meaning set forth in **Section 4.2(b)**.

“**Action**” has the meaning set forth in **Section 13.1**.

“**Allegedly Infringing Features**” has the meaning set forth in **Section 13.3(b)(ii)**.

“**Authorized Users**” means all Persons authorized by the State to access and use the Services through the State’s account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“**Availability Requirement**” has the meaning set forth in **Section 5**.

“**Business Day**” means a day other than a Saturday, Sunday or State Holiday.

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

“**Code**” has the meaning set forth in **Section 19**.

“**Confidential Information**” has the meaning set forth in **Section 10.1**.

“**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 and execute any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

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

“Contractor Personnel” means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

“Contractor Security Officer” has the meaning set forth in **Section 2.5(a)**.

“Contractor Service Manager” has the meaning set forth in **Section 2.5(a)**.

“Deliverables” means all work created or published for the State pursuant to the terms of this Contract, as specified by Exhibit A, the Statement of Work, and which includes, but is not limited to, written publications, electronic publications, presentations (including slides and speaker notes), curriculum, and examinations. Deliverables does not include the Service Software or anything produced by Contractor prior to execution of this Contract or otherwise not created for the State pursuant to this Contract.

“Documentation” means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

“DR Plan” has the meaning set forth in **Section 12(a)**.

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

“Fees” has the meaning set forth in **Section 8.1**.

“Force Majeure Event” has the meaning set forth in **Section 17**.

“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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, 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 or Contractor Systems 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.

“Hosted Services” has the meaning set forth in **Section 22.1(a)**.

“Intellectual Property Rights” means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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 this Contract or any Statement of Work.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Loss” means all losses, 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. “Losses” has a correlative meaning.

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

“Personally Identifiable Information (PII)” has the meaning set forth in **Section 9.1**.

“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.

“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 period of time to fully restore the Hosted Services in the case of a disaster.

“Reject” has the meaning set forth in **Section 4.2(b)**.

“Rejection” has the meaning set forth in **Section 4.2(b)**.

“Representatives” means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor’s Subcontractors.

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

“Service Level Agreement” means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Service Software.

“**Service Software**” means any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

“**Services**” has the meaning set forth in **Section 2**

“**Source Code**” means the human readable source code of the Service Software to which it relates, in the programming language in which the Service 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 Service Software.

“**Specifications**” means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

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

“**State Data**” has the meaning set forth in **Section 9.1**.

“**State Modification**” has the meaning set forth in **Section 13.2(a)**.

“**State Project Manager**” has the meaning set forth in **Section 2.8**.

“**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**” has the meaning set forth in **Section 2.1(a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

“**Subcontractor**” means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4(a)**.

“**Support Services**” has the meaning set forth in **Section 6**.

“**Support Service Level Requirement**” has the meaning set forth in **Section 6**.

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

“**Transition Period**” has the meaning set forth in **Section 7.3**.

“**Transition Responsibilities**” has the meaning set forth in **Section 7.3**.

"User Data" means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a "**Statement of Work**");

(b) maintain the Availability Requirement set forth in the Service Level Agreement attached as **Schedule B** to this Contract;

(c) provide maintenance and Support Services as set forth in the Service Level Agreement, attached as **Schedule B**;

(d) implement and maintain the security requirements set forth in **Schedule C** to this Contract;

(e) maintain a DR plan, which is attached as **Schedule D** to this Contract; and

(f) such other services and Deliverables as may be specified in the applicable Statement of Work.

2.2 Change Notices.

(a) Any modifications or changes to the Services or Deliverables under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Services or Deliverables provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

(b) In the event the Services or Deliverables are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3 Compliance with Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality and restricted use agreement, giving the State rights at least equal to those set forth in **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security) and **Section 12** (Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of

the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor’s Key Personnel in the Statement of Work;

(c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State’s request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor’s reasonable control; and

(d) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.6 Management and Payment of Contractor Personnel.

(a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments and disability benefits.

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.7 Time is of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the “**State Project Manager**”).

3. License Grant and Restrictions.

3.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) 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:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) 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 Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services 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 Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services 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 Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Service Software, including any excess use.

3.4 State License Grant. 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.

3.5 Ownership of Deliverables. Contractor owns all Deliverables created pursuant to the terms of the Contract. However, Contractor will, and hereby does, immediately on its creation, grant to the State,

irrevocably and in perpetuity, throughout the universe, a royalty-free license to use Deliverables for any non-commercial, governmental purpose, including providing copies to third parties of written publications, curriculum, presentations, or test materials that includes Deliverables as necessary to fulfill the State's non-commercial, governmental purpose within the State of Michigan.

4. Service Preparation, Testing and Acceptance.

4.1 Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

4.2 Testing and Acceptance of Software Services.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

4.3 Acceptance of Deliverables. Deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Deliverables are accepted, but noted deficiencies must be corrected; or (b) the Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 7.1, Termination for Cause.

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

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

5. Service Availability. Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term, in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the "**Availability Requirement**").

6. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the "**Support Service Level Requirement**").

7. Termination, Expiration and Transition.

7.1 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 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b)

continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.2**.

(c) The State will only pay for amounts due to Contractor for Services or Deliverables 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. 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.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; 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 and Deliverables (completed and in progress) to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables (completed or in progress) to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) 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.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7.4(c)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work and at a reduced rate of fifty (50%) off the applicable Fees set forth in each such Statement of Work.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13.1** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 19** (Effect of Contractor Bankruptcy) and **Section 20** (General Provisions), 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 hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract, the applicable Statement of Work, and the Service Level Agreement, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("Fees").

8.2 Fees during Option Years. Contractor's Fees are fixed during the initial period of the Term. Contractor may increase Fees for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. An increase of Fees for any renewal period may not exceed three percent (3%) of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8.2**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.4 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales,

use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

8.5 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

- (a) clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;
- (b) list each Fee item separately;
- (c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;
- (d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;
- (e) include such other information as may be required by the State as set forth in the Statement of Work; and
- (f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

8.6 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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.

8.7 State Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.8 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.9 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- (a) timely renders all payments and amounts that are not in dispute;
- (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 8.9** or any dispute arising therefrom

8.10 Availability and Support Service Level Credits. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability Requirement or the Support Service Level Requirement, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

8.11 Right of Set-off. 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.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to 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. 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. This **Section 9.1** survives termination or expiration of this Contract.

9.2 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; and (c) 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. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the RPO requirements set forth in **Section 12(a)** of this Contract. All backed up State Data shall be located in the continental United States. 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.

9.4 Discovery. Contractor shall 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 Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall 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.

9.5 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, or integrity 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, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII 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. This **Section 9.5** survives termination or expiration of this Contract.

9.6 ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

10. Confidentiality.

10.1 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; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

10.2 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 Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10.2**.

10.3 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.

10.4 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.

10.5 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. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

11. Security. 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 C**.

12. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) 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 24 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 D**. 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 12**; and

(b) 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 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 under **Section 7.1(a)**.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 13.1** arises out of, results from, or alleges a claim that any of the Services does

or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2(a)** through **Section 13.3(b)** and **Section 13.3**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services or Deliverables, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Service Software or Deliverables by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services or Deliverables violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services or Deliverables and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or Deliverables or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to access and use the Services or Deliverables to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services or Deliverables that infringe or are alleged to infringe (“**Allegedly Infringing Features**”) to make the Services or Deliverables non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features 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:

- (i) refund to the State any prepaid Fees for Services that have not been provided; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Deliverables or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 13.3** 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 pursuant to **Section 13.1** and **Section 13.2**.

13.4 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: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own 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 13**, 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.

14. Limitations of Liability.

(a) The Parties’ Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER, 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.

(b) The Parties' Limitation of Liability. WITH THE EXCEPTION OF CONTRACTOR'S INFRINGEMENT INDEMNIFICATION AND STATE DATA OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER 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 SPECIFIED IN THE STATEMENT OF WORK.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. 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;

(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) 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;

(f) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, 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; and

(g) 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.

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor 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;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or provision of any Deliverables or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (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 by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation, Deliverables, and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software or Deliverables does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services or Deliverables, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software, Deliverables, 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 **Section 5**;

(f) 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;

(g) the Contractor Systems and Services are and will remain free of Harmful Code;

(h) 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;

(i) Contractor will perform all Services and provide all Deliverables in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) 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 Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and 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; and

(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.

15.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

16. Insurance.

16.1 Required Coverage.

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10

<p>\$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>11 85, or both CG 2010 07 04 and CG 2037 07 0.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u> \$5,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Privacy and Security Liability (Cyber Liability) Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>

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

(c) If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

16.2 Non-waiver. This **Section 16** is not intended to and is not 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).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this 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 this 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.

17.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this 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 this Contract pursuant to the preceding sentence, any date specifically designated for Contractor’s performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

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

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of the Contractor Systems 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 Contractor Systems; 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; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 24** (Service Availability and Service Availability Credits), **Section** Error! Reference source not found. (Support Service Level Credits), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Disaster Recovery) or **Section 13** (Indemnification), or any Availability Requirement or Support Service Level Requirement.

18. Software Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall 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**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

20. General Provisions.

20.1 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.

20.2 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 or bind the other party in any manner whatsoever.

20.3 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.

20.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:

14086 Proton Road

Dallas, TX 75244

E-mail: contracts@kalkomey.com

Attention: Jason Alexander

Title: CEO

If to the State:

525 West Allegan Street, Lansing, MI 48909

E-mail: BronzJ@michigan.gov

Attention: Jennifer Bronz

Title: Senior Category Analyst, IT

Notices sent in accordance with this **Section 20.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20.5 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

20.6 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 20.6** is void.

20.7 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and 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.

20.8 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.9 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.10 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 agents in Michigan to receive service of process

20.11 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 would 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 20.11**.

20.12 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with

respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

20.13 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

20.14 Schedules All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference.

20.15 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.

20.16 Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, 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, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS 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 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.

STATE OF MICHIGAN

Contract No. 171-18000001210
DNR LED Recreational Safety Training Integrated Services Contract

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 below shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions. "Solution" means the Software-as-a-Service (SaaS) solution that the State is seeking under this Contract.

Term	Definition
Assisting Instructor	Supporting instructors for a class. Each class will have a minimum of one person identified as the assisting instructor. The assisting instructor(s) can change for each class segment.
Class	Provision of instructor led training often resulting in an earned certificate for the specific program. A single class can consist of multiple class segments (i.e., classroom instruction in the morning followed by field instruction at an alternate location in the afternoon). Every class will have a primary instructor and one or more assisting instructors. Assisting instructors may vary by event instance. Instructors must hold certifications to provide instruction for the classes they teach. A class will be associated with at least one class segment.
Class Segment	A defined portion of a class with unique aspects such as location, time/date, class type, assisting instructor, etc.
Class Type	Indicator of the class type for a class segment (traditional classroom, home study, field day, etc.).
Event	An offered program with a single registration to participate in the offered activities. A single event may include both class and non-class related activities, span multiple days, and include multiple locations. An event could be a private event, being offered to a pre-defined participant population. An event will include at least one event instance or be associated with at least one class.
Event Instance	A defined portion of an event not associated with a class with unique aspects such as location, time/date.
IHEA	International Hunter Education Association
LED	Law Enforcement Division
MDNR	Michigan Department of Natural Resources
MILogin	Michigan Identity, Credential, and Access Management platform. MILogin is a shared service solution that enables the State of Michigan to establish and manage user identities and their access across Information Technology (IT) systems and applications.

Term	Definition
NASBLA	National Association of State Boating Law Administrators
NBEF	National Bowhunter Education Foundation
Outcome	Record accomplishments of a completed class. There are both student level outcomes (attendance, pass/fail, etc.) as well class level outcomes (class financial information, etc.).
PCI	Payment Card Industry – establishes strict standards for ensuring that cardholder information is protected and secured. PCI Data Security Standard (PCI DSS) includes requirements for security management, policies and procedures, network architecture, and software design.
PFD	Personal Floatation Device
Primary Instructor	The lead instructor for a class. Each class will have a single person identified as the primary instructor. The primary instructor is the same for all associated class segments.
PWC	Personal Watercraft
Repeat Enrollment	The repeating of a class at the discretion of the primary instructor for a participant that has completed the same the class but did not earn the associated certification.

2. BACKGROUND

The Department of Natural Resources (DNR), Law Enforcement Division (LED), Recreational Safety, Education & Enforcement Section provides education and certification in support of hunting, boating, snowmobiling and ORV riding activities throughout the State of Michigan. Current programs include provision of informational printed materials, provision of online informational materials, provision of educational and outreach events, provision of classroom training, provision of online safety classes, and as applicable to regulated activities, certifications. Instructors consist of both State of Michigan employees (DNR conservation officers) as well as volunteers.

The State currently works with a vendor for the development of both published and online education course content, however, the tracking of related program staff, to include volunteers, and student participation and certifications are managed separately in “LEDAPPS”, a State of Michigan developed and hosted application that supports multiple sections in the DNR LED. The State leverages the LEDAPPS maintained information, supplemented by manually maintained information regarding provided services to support Federal reporting needs.

The State desires to procure an integrated solution that will continue to track the related program and participation information for online and in person instruction, as well as provide integrated event management for both educational and outreach programs supporting the programs and better enable the DNR LED to meet reporting requirements.

3. PURPOSE

The purpose of this contract is to provide DNR LED an integrated solution that supports the event management, enrollment, development and publication, printing services and outcome tracking related to offered programs. The integrated solution includes the following:

1. Event Registration and Management System

The State requires a web-based solution that allows State users full featured event registration and management capabilities for educational events offered to the public. The solution must

support management activities at the agency and program level, as well as enterprise functionality for reporting and statistics.

2. On-line Education Courses

The State requires the Contractor provided services for the development of content, delivery/hosting of course material, and tracking of course participation for MDNR defined educational courses. In addition, the solution must include integration with the event management for the coordination of on-line education requirements tied to event participation and vice versa. The provided services must include stringent quality control and timely delivery of content for preview and acceptance as well as final versions for publication and use by the public. The State requires the availability of usage analytics related to the on-line courses, as well the ability to capture user feedback from course participants.

3. Reporting

The State requires that the solution support compliance with Federal reporting requirements related to provided education and certification.

4. Printed Publications and Classroom Materials (“Deliverables”)

The State requires services for printed publications and classroom materials (to include CDs, external USB storage device or downloadable digital file (.mov and/or .mp4 format) for both the students and instructors. All media to be available as downloadable digital file (.mov and/or .mp4 format. Continuous synchronization with on-line education course content as well as MDNR policy and standards is critical. The provided services must include stringent quality control and timely delivery of both applicable proofs and final products.

4. CONTRACT TERM

The contract overall term is 5 years with 5, 1-year options.

5. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided in this contract must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response. If any new policies are deemed applicable to this contract the State will review the new standard with Contractor for compliance and agreement.

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

Clarifications:

- PSP 1340.00.130.02 Acceptable Use of Information Technology Standard
 - Section 2. Abuse, applies to State of Michigan owned equipment, would not apply to Contractor owned equipment.
 - Section 4. Security, applies to State of Michigan owned equipment and network, would not apply to Contractor owned equipment or network.
 - Section “No Presumption of Privacy”, this applies to Contractor using State of Michigan owned email, instant messaging, computing equipment, Intranet or Internet access, or other State of Michigan information systems. This would not apply to Contractor owned email, instant messaging, computing equipment, Intranet or Internet access, or other Contractor owned equipment or network.
- PSP 1340.00.130.03 Social Media Standard,

- applies to social media in the name of State of Michigan or Agencies, not Contractor owned social media accounts.
- PSP 1345.00.01 Network and Telecommunications Local Area Network (LAN) Cabling Standard
 - Does not apply to this contract.

Security Accreditation

Contractor will participate in the Final Business Impact Analysis documentation process for the Security Accreditation Process (Lockpath Keylight)

The Contractor will be responsible for participating through completion of the State's Security Accreditation Process and achieving Authority to Operate before cutover to production. The Security Accreditation Process includes a framework-based, questionnaire-driven security assessment and automated scans. Contractor must remediate any found vulnerabilities at its expense unless otherwise waived in writing by the State. Contractor must work closely with DTMB and the Michigan Cyber Security (MCS) team to document the security assessment in the State's Governance, Risk and Compliance (GRC) tool, which is currently Lockpath Keylight software.

Deliverables

- a. Input on Business Impact Analysis, completed with close collaboration with MDNR, DTMB and MCS, and stored in Lockpath Keylight GRC tool
- b. Input on Security Assessment, completed with close collaboration with MDNR, DTMB, and MCS, and stored in Lockpath Keylight GRC tool.
- c. Application Scan, completed with close collaboration with DTMB and MCS
- d. Input on Plan of Action and Milestones, completed with close collaboration with MDNR, DTMB, and MCS, and stored in Lockpath Keylight GRC tool
- e. Vulnerability Remediation, completed by Contractor and verified by MCS
- f. Authority to Operate, granted by the Director of the Department of Technology, Management, and Budget. (Contractor will receive ATO (if granted), no actual deliverable from Contractor)

Contractor will assist the State with its security accreditation process through the development, completion and ongoing updating of a security plan using the State's automated governance, risk and compliance (GRC) platform, and implement and required safeguards or remediate any security vulnerabilities as identified by the results of the State's security accreditation process.

State's IT Identity and Access Management Approach

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 (http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Look and Feel Standard

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at www.michigan.gov/standards. Contractor current solution has been approved in its current state based on the current usage by DNR LED. It is expected by the State that if

Contractor offers more flexibility in branding configuration options, that the Contractor notify the State to accommodate the changes to meet the State of Michigan’s Look and Feel Standards. Contractor will not reduce branding configurations in the future versions of the software.

Mobile Responsiveness

The Contractor’s Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Contractor must provide a list of all mobile devices that are compatible with the Solution. Additionally, Contractor must provide list of features that can be performed via a mobile device.

ADA Compliance

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

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employees	Admin Access	10	5
Trusted Third Parties	Write Access	3,000	50
Public Citizens	Write Access	30,000	200

Contractor must be able to support the expected number of concurrent Users. Contractor must also explain whether the Solution can scale up or down without affecting performance.

Contractor must provide details regarding latency response time for (i.e., Generate Page Load, standardized reporting, ad hoc reporting). The Contractor must identify what network connectivity or equipment will the State be required to have to meet the expected latency response time.

7. ACCESS CONTROL AND AUDIT

By July 1, 2019, or another date as mutually agreed to by parties, the Solution must support multi-factor authentication for instructors/administrative access to Register-ed.com (Event Manager) in accordance with SOM PSPs.

Contractor must comply with any Web-based management capability to manage users and data.

Contractor must comply with what and how Audit Log Data are captured as well as how and by whom it can be accessed within specific User Groups. The Audit logs must be in a human readable format.

8. DATA RETENTION

Contractor must meet the data retention requirements detailed in the Data Retention Policy provided by the State.

9. SECURITY

Contractor must comply with the Data Security requirements set forth in Schedule C – Data Security Requirements to the SaaS Terms and Conditions. Contractor must note any exceptions to the security requirements by redlining Schedule C – Data Security Requirements.

The Solution will be storing sensitive data.

Contractor must comply with the following and provide supporting evidence as part of their proposal:

- Must remain compliant with the Credit Card Holder information (PCI) Policies.
- Must provide a GovCloud solution that is hosted in a FedRAMP certified facility.
- Must be encrypted in transit and at rest using AES 256 bit or higher encryption.
- Must have multi-factor authentication for instructor/administrative access, however this level does not require a hard token at this time. Some other method such as SMMS text with passcode, email with temporary passcode, phone call with temporary passcode or other approved multi-factor authentication method must be used.
- Must remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD controls using minimum control values as established in the applicable PSP.

Also as part of the Contract, Kalkomey has committed completing SOC1 Type I and SOC2 Type I certification by July 1, 2019 and SOC1 Type II And SOC2 Type II certification by December 31, 2019. The State reserves the right to terminate this Contract if certification is not met by these dates.

10. END-USER OPERATING ENVIRONMENT

The software must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v9 or higher, Chrome v36 or higher, Firefox v31 or higher, and Safari v5.1 or higher both under the Windows and iOS operating systems.

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

Contractor must:

- Describe any State system access requirements that are necessary for the Contractor to perform its obligations on a timely basis, including but not limited to, physical or remote access to State networks, servers, or individual workstations.
- Describe if it can comply with the current environment and how it intends to comply with any future changes to the user environment. And if not, describe what end user operating environment its solution supports.
- Describe if it can support the original environment throughout the term of the contract.
- Describe how it communicates changes to its roadmaps.
- Identify any plug-ins necessary for the proposed solution to meet the system requirements of this request.
- Describe how customers collaborate with your organization in the decision-making process for upgrades, maintenance, and change control.

11. SOFTWARE

Contractor must comply with description of the Solution to be provided under this Contract including, but not limited to, a detailed description of the Software (name, type, version, release number, etc.), its functionality, optional add-on modules, Contractor's services and the Solution ability to be rapidly configured or scaled as the State's business or technical demands change. If Contractor is using any open source or third-party products in connection with the proposed Solution the Contractor must identify these separately in these in this contract. (including identifying any associated cost in **Schedule G - Pricing**).

12. SOLUTION REQUIREMENTS

Contractor must fully answer each section in this **Schedule A - Statement of Work** and complete the attached **Schedule F - Table 1 Business Specification Worksheet**.

Contractor must meet the proposed approach to validate each requirement to ensure that the Solution meets the specifications set forth in this Contract.

Contractor must meet proposed approach to validate each requirement to ensure that the Solution meets the specifications set forth in this Contract.

Contractor must comply with any configuration changes or customization modifications that will need to be made to the Solution to meet the specifications set forth in **Schedule F - Table 1 Business Specification Worksheet** and where applicable in each section of this Contract.

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 modifications occurring).

Customization is referred to a modification to the Solution's underlying source code, which can be completed as part of the initial implementation.

All configurations or customizations made during the term of the contract must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.

13. INTEGRATION

Contractor must integrate the solution with the systems listed in the Integration List provided by the State below.

There are no integrations at this time.

14. MIGRATION

Contractor must comply to the Migration Data Sample the State has provided and explain how the Contractor will migrate the data.

LEDAPPS

- Current Technology: MS SQL 2014
- Data Format: Relational
- No. of Records: 3,500,000 student records, 10,000 instructor records

15. TESTING SERVICES AND ACCEPTANCE

Contractor must review **Section 4, Service Preparation, Testing and Acceptance**, of the **SaaS Contract Terms**.

16. TRAINING SERVICES

- **Train the trainer for admin and instructor users with each major release**
- **Online training available to instructors**

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency. The Contractor must provide available training options and include details such as: typical class size, materials to be provided, class duration, on-site or web based. The Contractor must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

Contractor must provide details on, and examples of, clearly written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.

17. HOSTING

Contractor must comply to the State's standard Service Level Agreement (SLA) attached as **Schedule B** to the **SaaS Terms and Conditions**. Contractor must note any exceptions to the SLA by redlining **Schedule B – Service Level Agreement**.

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 24 hours. Contractor must include a copy of its Disaster Recovery Plan as **Schedule D** as part of this Contract, which will be treated by the State as confidential information.

18. SUPPORT AND OPERATIONS

Contractor must comply to the State's standard Service Level Agreement (SLA) attached as Schedule B to the SaaS Terms and Conditions. Contractor must note any exceptions to the SLA by redlining Schedule B – Service Level Agreement.

Support Hours

The State requires the Contractor to provide Support Hours as • Vendor is first line of support for admin, instructors, and students.

- 9 a.m. to 12 a.m. Eastern, 7 days a week

19. 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.

Contractor must provide details on, and examples of, documentation to meet the requirements set forth in this section.

20. TRANSITION SERVICES

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the agreement 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: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Contractor must comply with detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between Contractor's solution and internal or third-party solutions.

21. PRODUCTS AND SERVICES

Contractor must describe additional Solution functionality, products or services that the State specifications do not address but are necessary to implement and support this solution.

21.1 Printed Instructor's Guide

Guides for Boater Education, Hunter Education, Off-Road Vehicle Education, and Snowmobile Education.

The Instructor's Guide is a well-organized, concise syllabus that gives an instructor what he or she needs to know to conduct a successful classroom course.

- Instructor's Guide will be booklets formatted to print on standard 8.375 x 10.75 letter-size paper, a self-cover, and saddle-stitch binding.
- Instructor's Guide will be printed in black and white.
- Guide will be printed on 42.5# offset paper.
- Text must be consistent with the text of the Student Manual.
- Contents will be organized in chapters exactly as the Student Manual.
- Teaching preparation and skills covering how to prepare to teach, how to conduct a class, and teaching do's and don'ts will be included.
- Class Schedule with suggested timing and topics to be covered in each chapter will be included.
- Lesson Plans for each chapter including learning objectives, chapter material in outline format, chapter review questions with answers, and summary points will be included.
- Design will include cues to the instructor about Classroom Presentation (on CD, external USB storage device or downloadable digital file (.mov and/or .mp4 format)) coverage on the subject matter.
- Design will include page number references to the page where topic is covered in the Student Manual.
- Instructor's Guide will include an answer key to the Comprehensive Certification Examination. Exam key may be provided as a separate supplement instead of being bound in the Instructor's Guide.

The Instructor's Guide and exam key will be provided to the State as a PDF or Microsoft Word file on a CD, external USB storage device or downloadable digital file (.mov and/or .mp4 format)). Contractor will license to the State the right to make an unlimited number of copies of the Instructor's Guide and exam key for use in the State's classroom courses. It is the preference of the State that the master copy/file is provided at no charge to the State.

The State may request Contractor to provide the Instructor's Guides as printed copies. If printed copies are requested, price per guide will be as quoted on **Schedule G - Pricing**.

21.2 Printed Student Manual

Manuals for Boater Education, Hunter Education, Off-Road Vehicle Education, and Snowmobile Education courses.

The Student Manual is a printed student text covering all the National and/or State of Michigan laws and regulations pertaining to the recreational activity - boating, hunting, operating an ORV, or snowmobiling - and the student's responsibilities when participating in the activity. Student Manuals will be delivered to the State as printed copies.

- Student Manuals will be printed booklets approximately 8.375 x 10.75 in size with saddle stitch binding.
- Student Manuals will be printed in color.
- Four-page cover will be printed on 70 # glossy book stock paper.
- Text pages will be printed on 42.5# offset paper.
- Technical terms will be highlighted and defined when terms are used first.
- Chapter review exercises will be included to aid students in retention of the material.
- Student Manuals will include a Comprehensive Certification Examination.
 - Contractor will develop and write a pool of test questions based on the information contained in the Student Manual. The State will select questions from this pool and Contractor will create a certification examination with selected questions.
 - Certification examination will be provided as a separate supplement instead of being bound in the Student Manual.
 - Exams will be printed on 42.5# offset.

21.3 Printed Handbook

Handbooks for Boater Education, Off-Road Vehicle Education, and Snowmobile Education. Handbooks will focus on the State's laws and regulations, safety concerns, and other information needed by boat, ORV, or snowmobile operators.

- Handbooks will be printed booklets approximately 4" wide x 7" tall in size with saddle stitch binding.
- Handbooks will be printed in color.
- Four-page booklet cover will be printed on 100 lb. glossy book stock paper
- Text pages will be printed on 42.5# offset paper.
- A complete table of contents will be included.
- Photographs must show only current model boats/personal watercraft, ORVs, or snowmobiles.

21.4 Online Handbook

Handbook for Boater Education, Off-Road Vehicle Education, and Snowmobile Education.

Online Handbooks must contain exactly the same material (text, graphics, and photographs) contained in the Printed Handbooks.

Online Handbooks be provided at no charge to the State.

21.5 Printed Wildlife Identification Guide

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

- Wildlife Guides will be booklets approximately 4" wide x 7" tall in size, with saddle stitch binding.
- Wildlife Guides will be printed in color.
- Four-page cover will be printed on 100 lb. glossy book stock paper.
- Text pages will be printed on 50 lb. gloss text.
- Text pages will have a page background color that is a neutral, camouflage

color (non-white).

- Contents will be logically organized in species groups.
- A complete table of contents will be included.
- An observation checklist will be included for users to record their sightings.

21.6 Classroom Presentation

Power Point Presentation for Boater Education, Hunter Education, Off-Road Vehicle Education, and Snowmobile Education.

The PowerPoint/ CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format) presentation is a companion tool, consistent with the Printed Student Manual and Instructor's Guide. The PowerPoint(CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format))presentation is an attractive and well-organized presentation that an instructor can use to easily and thoroughly present material to students.

Contractor will license to the State the right to duplicate the master CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format) for an unlimited number of copies for use by instructors in the State's classroom courses at no additional cost to the State.

21.7 General Specifications for all Publications

Contractor will provide to the State a master copy in PDF format on CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format), of all publications and presentations. The state will sign an agreement not to make copies except in the case of bankruptcy as stated in section 7.1. Each CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format) will be clearly labeled with name of publication or presentation and revision date. Contractor will maintain a complete backup of all publications in digital format.

If laws or information change during the Contract term, Contractor will update the current publication(s) on line within 2 calendar weeks of notification and upon re-print of hardcopy publications at no cost to the State. If the scope of changes is substantial (affecting more than 5 pages of content), the updating project will be estimated, and the State given a delivery date of when the on-line changes will be delivered.

All text must be written by Contractor.

- Text will be written in a clear, reader-friendly and consistent style.
- Text will use a bullet-style format to emphasize important points.
- Content will be logically organized with any applicable law(s) clearly distinguished from other information.

All graphics and photographs used will be designed/procured by Contractor.

- All graphics will be full-color, computer-designed, and realistic.
- All photographs will be high-resolution color photographs.
- Contractor will allow the State to use graphics for non-competitive, information activities (safety awareness campaign materials, posters, etc.).

21.7.1 Printed Publications

- Cover and layout of text pages will be designed by Contractor.
 - Cover will be designed to give a state-specific, attractive, and contemporary look.

- A new cover will be designed for each subsequent printing of the publication, if requested by the State, in order to maintain a current look and to make editions easy to distinguish visually.
- Layout of text pages will be consistent throughout and have an attractive, easy-to-use, and contemporary look and feel.
- Color printing will utilize a four-color process.
- Contractor will provide the desired press/print quality which includes:
 - Line screen of 133 dots per inch (dpi).
 - Registration within one row of dots.
 - No white space on traps.
 - Contractor to meet standard as agreed to by DNR. If better quality press/print quality available, Contractor to provide for approval by DNR.
- Contractor will guarantee a Government Printing Office (GPO) Level III Product Quality Level (PQL).

21.7.2 Online Publications

- Contractor will develop and publish on the Internet an interactive version and a downloadable version of the Boater Handbook, the Off-Road Vehicle Handbook and the Snowmobiling Handbook.
- The online Handbooks will contain exactly the same material (text, graphics, and photographs) contained in the printed Handbooks.
- Contractor will supply a web server (hardware and software) to host both versions (interactive and downloadable) of the online Handbooks. Contractor will provide 24/7 network monitoring to insure web server be continuously available to the public. Contractor will notify DNR within one hour whenever web server is down or not available to the public for a period of 4 hours or more. Periods of planned maintenance are excluded from this provision.
- Contractor will supply an Internet domain (www address) to host both versions of the online Handbooks. Links to the Internet domain will be provided to DNR.
- Contractor will register the online Handbooks domain with all of the popular Internet search engines and directories.
- Contractor will provide continuous webmaster services for both versions of the online Handbooks.
- Interactive version:
 - Must be developed using HTML or an equivalent web-publishing language.
 - Must have a navigation scheme that provides the ability to navigate to all other pages of the interactive version of the online Handbook from every page of the interactive version of the online Handbook.
 - Must include hyperlinks which the State may use on their website.
- Downloadable version:
 - Must be provided as PDF files.
 - Must provide a web-interface to allow users to easily download the downloadable version of the online Handbook in whole or as individual sections.
 - Must have embedded hyperlinks to allow used to easily jump to information from the Table of Contents and to link to any Internet addresses included in the text.

- Online Handbooks will be available free of charge to users.

21.8 Classroom Presentations:

Contractor will write, design and develop supporting text and graphics for a base presentation which will enable instructors to modify as best suits their classroom needs. They will be delivered in a presentation software (PowerPoint or similar).

- Text and will be consistent with text of the Printed Student Manual.
- Presentation contents will be organized in chapters exactly as the Printed Student Manual.
 - Learning objectives in each chapter will be consistent with those in the Instructor's Guide.
 - Lesson content in each chapter will be derived from the Printed Student Manual.
 - Review questions in each chapter will be consistent with those in the Printed Student Manual.
 - Summary points in each chapter will be consistent with those in the Instructor's Guide.
- Presentation will be attractive, easy to read, and contemporary.
- Slide background, text colors, and graphics resolution will be selected to provide clear projection in a classroom setting.

21.9 Additional Requirements for Specific Publications

21.9.1 Boaters' Handbook

- A quick reference chart of the State's required boating equipment is included.
- All graphics and photographs illustrating persons in vessels show the persons wearing PFDs unless the graphic or photograph is marked clearly as a prohibited situation.
- Boating Handbook will be 4 inches wide by 7 inches tall, full-color publication with 48 text pages plus 4-page cover.

21.9.2 Boater Education Student Manual

- Student Manual will be written to meet the latest National Association of State Boating Law Administrators (NASBLA) requirements and any subsequent NASBLA requirements. This includes requirements covering personal watercraft safety and laws. Contractor provides the State with the completed forms required to submit the Student Manual for NASBLA approval.
- Student Manual will cover all of the State's boating laws and regulations, navigational rules and aids, risk management, and responsibilities of both boat and personal watercraft (PWC) operators.
- Student Manual contents are organized such that state and federal boating laws are collected within a single chapter for easy reference.
- Student Manual will have seven pages available for state-specific information, which may include a quick reference chart of state-specific required equipment, practice test, or any other information desired by the State.
- All graphics and photographs illustrating persons in vessels will show persons wearing PFDs, unless the graphic or photograph is marked clearly as a prohibited situation.
- Contractor will develop a pool of at least 200 national exam questions and a pool of at least 50 state-specific exam questions; all questions must be written

to meet NASBLA Education Standard 9. The State will select exam questions from available NASBLA test forms and/or from the pool of national and state-specific questions developed by the Contractor.

- Student Manual will be 8.375 inches wide by 10.75 inches tall full-color publication with 64 text pages plus 4-page glossy cover AND a 4-page exam supplement.

21.9.3 Boater Education Instructor Guide/Exam Key

- The Instructor's Guide will be a 8.375 inches wide by 10.75 inches tall, black-and-white publication with 32 pages including self-cover AND includes a separate one-page black-and- white Exam Key. Note the product provided is Contractor's *national* printed boater education instructor guide.

21.9.4 Boater Education PowerPoint/CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format) Presentation

- PowerPoint and/or .pdf/CD/external USB storage device or downloadable digital file (**.mov and/or .mp4 format**) presentation will include text and graphics to aid in the teaching of important safety topics, such as; navigation rules, night navigation, aids to navigation, casting off and docking, anchoring, power loading a vessel on a trailer, passing through locks, and PWC operation and safety. Video is also available to be downloadable to a digital file (**.mov and/or .mp4 format**)

21.9.5 Hunter Education Student Manual

- Student Manual will be a national student text written to meet the latest International Hunter Education Association's (IHEA) standards and will include any future IHEA requirements. If requested by the State, Contractor will develop information to tailor the Student Manual to the state.
- Contractor will develop a pool of at least 100 exam questions for the comprehensive certification exam.
- The Student Manual will be an 8.375 x 10.75 full-color publication with 96 text pages plus 4- page glossy cover AND a 4-page exam supplement.

21.9.6 Wildlife Identification Guide

- The Wildlife Identification Guide will be 4 inches wide by 7 inches tall, full-color publication with 80 text pages plus 4-page cover. This is Contractor's *national* publication.

21.9.7 Hunter Education Instructors Guide/Exam Key

- The Instructor's Guide and Exam Key will be 8.375 inches wide by 10.75 inches tall black-and- white publications with 64 pages including self-cover. Note that the pricing given below is for Contractor's *national* printed hunter education instructor guide.

21.9.8 Hunter Education PowerPoint/CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format) Presentation

PowerPoint and/or .pdf (CD/external USB storage device or downloadable digital file (**.mov and/or .mp4 format**) presentation that will support the instructor while teaching in the classroom.

21.9.9 Off-Road Vehicle Education Student Manual

- Contractor will develop a pool of at least 150 exam questions for the comprehensive certification exam.
- The Off-road Student Manual will be an 8.375 inches wide by 10.75 inches tall, full-color publication with 64 text pages plus 4-page cover AND a 4-page black-and-white exam supplement.

21.9.10 Off-Road Handbook

- The Off-road Handbook will be a 4 inches wide by 7 inches tall, full-color publication with 48 text pages plus 4-page cover.

21.9.11 Off-Road Instructors Guide/Exam Key

- The Instructor's Guide will be an 8.375 inches wide by 10.75 inches tall, black-and-white publication with 32 pages including self-cover AND a separate one-page black-and-white Exam Key.

21.9.12 Snowmobile Education Student Manual

- Contractor will develop a pool of at least 150 exam questions for the comprehensive certification exam.
- The Snowmobile Manual/Exam will be an 8.375 inches wide by 10.75 inches tall, full-color publication with 48 text pages plus 4-page cover AND a 4-page black-and-white exam supplement.

21.9.13 Snowmobile Handbook

- The Snowmobile Handbook will be a 4 inches wide by 7 inches tall, full-color publication with 48 text pages plus 4-page cover.

21.9.14 Snowmobile Instructors Guide/Exam Key

- The Instructor's Guide will be an 8.375 inches wide by 10.75 inches tall, black-and-white publication with 32 pages including self-cover AND a separate one-page black-and-white Exam Key.

21.10 Additional Guides, Manuals and Documents

The State reserves the right to add additional guides, manuals and other documents to this contract.

21.11 Quantity

The State is not obligated to purchase in any specific quantity.

21.12 Ordering

The State will issue a Purchase Order to order any Deliverable(s) covered under the Contract. Contractor is not authorized to fulfill an order until receipt of a Purchase Order.

21.13 Time Frames

All Deliverable(s) must be delivered within 30 Calendar Days after receipt of order and approval from DNR Program Manager to print. The receipt of the order date is governed in the same manner as notices sent under Section 20.4, Notices.

21.14 Minimum Order

Minimum order for publication or presentation is:

- Instructor Guides – 200 each
- Student Manuals – 1,000 each

- Handbooks – 100 each
- Classroom Presentation (on CD/external USB storage device or downloadable digital file (.mov and/or .mp4 format)) – 20 each

If ordering less than above stated minimum, the cost per unit will depend on the number of materials ordered. Pricing will be quoted when the order less than the minimum is placed.

21.15 Packaging

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

21.16 Palletizing

Shipments must be palletized whenever possible.

- Manufacture's standard 4-way shipping pallets are acceptable.
- Maximum height is 64", including pallet.
- Maximum weight is 2,500 pounds, including pallet.
- Pallets must be securely banded or shrink wrapped.

21.19 Delivery Term

Prices "F.O.B Destination" with transportation charges included in the cost or the materials ordered on all orders that meet the minimum order requirement specified in **Section 21.14, Minimum Order**.

Freight Charges – If the State orders below the minimum ordered requirement specified in **Section 21.14, Minimum Order**, Contractor must use the State's current express delivery carrier, which is United Parcel Service, when the weight of the shipment is less than 150 lbs. or where shipments could be separated into smaller parcels. If the shipment weighs less than 150 lbs., but the Deliverable costs \$3,000 or more, it must be sent by an appropriate carrier.

21.20 Acceptance Process

Please **Section 4.3** of the legal terms for acceptance.

21.21 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s) or Services provided under this SOW:

- Contractor must receive written (or email) approval on samples submitted prior to moving to production.
- Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in the Contract.
- The State will inspect shipments within 10 business days of Delivery for any defective items or items with specification deficiencies.

21.22 Customer Service

Contractor's estimator matches any order requests initiated by a DNR Project Manager against purchase orders received by the president of Contractor from a DNR Buyer. Contractor's estimator compares all requests to previous orders placed by the DNR for the same or similar product and will contact the DNR Project Manager if the volume or frequency of the order differs significantly from past orders.

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

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

Contractor has five full time customer service staff to handle all calls from public users, including users of Contractor's on-line handbooks.

Contractor's estimator, Kellie Pence, will be the DNR's primary contact for initiating a re-order of publications or presentations.

21.23 Research and Development

Contractor has a record of continuously improving its products. Contractor's staff attends and presents at technology conferences and attends training courses to stay current on the latest technology and to be ahead of advances that can enhance products. Contractor has historically invested in developing new products and tools for use by state agencies.

21.24 Quality Assurance Program

Contractor actively participates in national/international standards setting organizations for recreational safety and keeps aware of changes in law and/or educational standards. Contractor also engages subject matter experts to review and suggest improvements for its education products. Contractor has an extensive checklist, specific to each publication type, of items to be checked each time a publication is re-ordered.

An overview of Contractor's development process for print products is as follows:

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

21.25 Warranty for Deliverable(s)

DNR will have final approval of content and design of the publication prior to printing; therefore, no warranty period is required. If laws or information change during the Contract period, Contractor will update the publication(s) at no cost to the DNR and submit changes to the DNR for approval prior to the next printing.

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

21.26 Environmental Requirements

- (a) The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bio-accumulative, and toxic chemicals.

Contractor's printed publications; the only tangible product being provided under this Contract, may be recycled similar to other paper products.

- (b) **Environmental Permits and Requirements.** Contractor's facilities are not in violation of any environmental laws. If in the future Contractor receives any communication from any EPA, State or local agency indicating that any of their facilities are in violation of applicable environmental laws they must immediately notify DNR Procurement Services.

21.27 Recycled Content and Recyclability

- (a) **Deliverable(s).** None of the materials provided under this Contract contain recycled materials.

- (b) **Packaging.** The State prefers packaging materials that:

- i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
- ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
- iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
- iv) provide for a return program where packaging can be returned to a specific location for recycling; and
- v) contain materials that are easily recyclable in Michigan.

Contractor's publications and the packaging of the publications are all paper products, and thus are easily recyclable in Michigan.

21.28 Additional Terms

Contractor acknowledges the Michigan Printing Act (stated below).

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

The Contractor must abide by the State Printing Law – Act 153 of 1937 (MCL 24.62). The law states: All printing for the State of Michigan, except that which is printed for primary school districts, local government units and legal publications for elective state officers, must be printed in Michigan.

The link to the Michigan Printing Law for Contractor's Review is:
<http://legislature.mi.gov/doc.aspx?mcl-Act-153-of-1937>

22. CONTRACTOR KEY PERSONNEL

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of the Solution.

Contractor must complete the following for each Contractor Key Personnel and **Exhibit A- Attachment 1 – Personnel Resumes**

Contractor Contract Administrator. Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name – Mitch Strobl
Address – 14086 Proton Rd, Dallas, TX 75244
Phone – 214-437-9900
Email – mstrobl@kalkomey.com

Contractor Project Manager. Contractor must identify the Contractor Project Manager who will 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.

Contractor
Name – Mitch Strobl
Address – 14086 Proton Rd, Dallas, TX 75244
Phone – 214-437-9900
Email – mstrobl@kalkomey.com

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name – Mitch Strobl
Address – 14086 Proton Rd, Dallas, TX 75244
Phone – 214-437-9900
Email – mstrobl@kalkomey.com

Contractor Online Education Developer. Contractor to provide name of individual to serve as the primary contact and services lead related to provided online educational materials. This person must have sufficient knowledge of best practices in the online education industry and be able to direct services and contents for the provided services and materials.

Contractor
Name – Mary Winkler
Address – 14086 Proton Rd, Dallas, TX 75244
Phone – 972-715-7020
Email – mwinkler@kalkomey.com

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name – Kevin Clark
Address – 14086 Proton Rd, Dallas, TX 75244
Phone – 214-676-3428
Email – kclark@kalkomey.com

23. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor may be required to present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, 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.

24. 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 Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

State Project Contacts

Role	Name	Title
State Contract Administrator	Jennifer Bronz	IT Category Analyst
State Project Manager	Tom Wanless	DNR LED Lieutenant
Agency Business Owner	Tom Wanless	DNR LED Lieutenant
State Technical Lead	Kristi Trim	IT Manager of the Business Analyst Team

25. MEETINGS

The Contractor must attend the following meetings at no additional cost to the State.

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 monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

If Contractor has an alternative planned approach for project meetings, provide details, including purpose, roles and responsibilities, and proposed frequency.

26. PROJECT 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
- 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

Contractor must describe specific reports the Contractor will provide after contract execution and during the lifecycle of the contract, including all required scheduled reporting and details around the how and when metrics captured/validated.

27. MILESTONES AND DELIVERABLES

The State’s proposed milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Project Kickoff, Project Schedule	Contract Execution + 5 days
Requirements and Design Validation	Validation Sessions, Product Backlog	Execution + 20 days
Configuration of Software	Final Solution and Testing Document	Execution + 40 days
Data Migration	Data Migrated into Solution	Execution + 45 days
Pilot	Completion of Pilot Roll-out	Execution + 60 days
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	Execution+ 80 days
Production Support Services	Ongoing after Final Acceptance.	Ongoing

Contractor may propose alternative timeframes and deliverables, but Contractor must provide an explanation as to why the State’s schedule and associated deliverables is not feasible.

Contractor must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Contractor’s alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

The Contractor Project Manager will be responsible for maintaining an MS 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.

The Contractor is required to review <http://www.michigan.gov/suite> and demonstrate how each PMM/SEM requirement will be met. Contractors wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

As a SaaS solution, a number of the development focused SUITE documents will not be applicable. However, a subset of those that are applicable to a project will be expected to be completed in support of the project overall. Such documents will be the responsibility of DTMB and will involve Contractor to the extent of providing related content specific to their solution.

Contractor must describe how they will meet the requirements set forth above and note any exceptions for successful implementation and ongoing support of the Solution.

28. PRICING

Contractor must provide in **Schedule G - Pricing** a detailed description of all costs associated with implementing, maintaining and supporting the Solution, including all requested services set forth in the Contract. Contractor is encouraged to provide tiered pricing discounts based on volume.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

29. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract. The State also reserves the right to utilize this Contractor for other State agencies as needed.

STATE OF MICHIGAN

Contract No. 18000001210
DNR LED Recreational Safety Training Integrated Services Contract

Exhibit 1 – Requirements BUSINESS SPECIFICATION WORKSHEET

Contractor must comply to each business Specification on how they will meet the requirements in the document provided. Contractor must not alter the document. The Business Specifications Worksheet contains columns and is defined as follows:

Note:

- The “**Required**” section of the Business Specifications Worksheet lists items that the State requires to be part of the Solution. “Required” items will be evaluated and scored upon per the State evaluation process. The “**Optional**” section of the Business Specifications Worksheet lists items that are not required at the time of the solicitation, but may be desired by the State in the future. Such “Optional” items will be evaluated and used in a best value award recommendation

Column A: Business Specification number.

Note: The items within Exhibit A Table 1 Business Specification Worksheet are the result of consolidating individual documents and grouping based on classification (Mandatory Minimum, Required, Optional). Therefore, the numbers within Column A (Business Specification Number) are intentionally non-sequential.

Column B: Business Specification description.

Column C: Contractor must indicate how it will comply with the business Specification. Contractor must enter to one of the following:

- **Current Capability** – This capability is available in the proposed system 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 within the next 12 months 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 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 a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. Any and all configuration changes or customization modifications made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by Contractor without additional costs.

Column D: The Contractor must also fully disclose how they will meet the requirements in this Contract. This column is for Contractor to describe how they will deliver the business Specification and if the Contractor proposes configurations or customizations, the Contractor must explain the details of the impacted risk that may be caused if configured or customized to meet the business Specification. Description must be no more than 250 words for each business Specification.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
REQUIRED							
1.0	The proposed solution must be successfully implemented and in production use in excess of a year by a minimum of 5 other states.	x					Kalkomey works with 45+ states on printed materials and online courses, and has done so in excess of a year. Kalkomey works with 23 states on Event Manager, and has done so in excess of a year. Lastly, Kalkomey has implemented Certification Manager in 7 states, 6 of which have been in use in excess of a year.
2.0	The solution must meet federal reporting requirements.	x					Event Manager's reporting solution meets USFWS reporting parameters, and has successfully passed recent audits. Furthermore, Kalkomey stays in close contact with the USFWS at both regional and national levels to ensure ongoing compliance.
3.0	The Contractor must provide the scope of services without subcontractors.	x					Kalkomey's products and services are produced and maintained by in-house staff.
	<i>Class Creation</i>						
4.0	The solution must provide full class management capabilities.	x					Kalkomey has built an off-the-shelf software solution that provides functionality sufficient for 23 other states to run their programs each year. In that sense, we believe it is "fully-featured".
4.1	The solution must allow both program, agency, and enterprise level creation and management of classes.	x					Kalkomey's Event Manager can be used by any state agency so long as they are able to work within EM's off-the-shelf parameters and configurations.
4.2	Class creation must include: (a) Creating a new class (b) Modifying an existing class (c) Canceling an existing class	x					Event owners can create, modify, and cancel classes via the admin and instructor dashboards within EM.
4.3	The solution must limit the class a user can create.	x					We do have a capacity field which can be set by location, or specific event.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
4.3.1	A program administrator can create a class for any description and type associated with their program.	x					The event name is free-form.
4.3.2	An instructor can create a class for any description and type associated with their own instructional certifications (i.e., an instructor can only create classes they are certified to provide instruction for).	x					Yes, each instructor is assigned permissions for which they are allowed to teach. If an instructor is only certified to teach hunter ed, they will not have access to boater education.
4.4	The solution must support a single class being made up of one or more segments (i.e., the class takes place over multiple days and/or multiple locations)		x				In Event Manager, an event must be tied to a single location. However, in the "instructions" section, the instructor can set special instructions, informing students of multiple locations. We marked this as requires configuration because additional training would be required to teach users how to do this.
4.4.1	<p>Class details must include:</p> <ul style="list-style-type: none"> (a) Description (b) Participant requirements (prerequisites) (c) Required class material (URL(s) to their location) (d) Primary Instructor (e) Associated certification if applicable (f) Pass/Fail Indicator (indicate if applicable) (g) Skill assessment outcome indicator (indicate if applicable) (h) Associated exam indicator and outcome to be recorded (indicate if there is an exam 		x				Event Manager can handle these use cases, but we responded as "requires configuration" because we'll need to sit down with MI during the launch phase to ensure that all configurations are set to meet expectations related to these requirements.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	and if a score or grade will be recorded for that exam) (i) Participation fee (per participant)						
4.4.3	Class segment details must include: (a) Assisting Instructor(s) (b) Class type (traditional, home study, field day for online students)	x					Kalkomey's EM will be configured to capture this information.
	Event Management						
5.0	The solution must provide full featured event management capabilities for events offered to the public.	x					Kalkomey's Event Manager offers a robust suite of configurations and functionalities in order to accommodate MI's needs. Over 10+ years of delivering Event Management, we have incorporated a robust library of options to accommodate state needs, thus earning the title "full-featured".
5.1	The solution must allow both program, agency, and enterprise level management of events.	x					Kalkomey's EM can be used by any agency department or program so long as that entity can work within EM's off-the-shelf parameters/configurations.
5.2	Event management must include (a) Creating a new event (b) Modifying an existing event (c) Canceling an existing event	x					Approved event owners can create, modify, and cancel events so long as they have appropriate permissions to do so.
5.3	The solution must limit the event a user can create.	x					Users can only create events for their approved programs. For example, a hunter ed instructor cannot create a trapper education course unless they are certified as a trapper ed instructor.
5.3.1	An event organizer can create a non-class event for activities within their program area.	x					Typically, we launch an "outreach" program to track such activities. For example, if a hunter ed instructor wants to host a non-certifying social event (and is approved by MIDNR to do so) that would go under outreach events instead of hunter ed certification.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
5.3.2	A program administrator can create an event for any description, type or class associated with their program.	X					EM gives program admins this functionality, yes.
5.3.3	An instructor can create an event for any class they created.	X					After further discussing this requirement, we can meet this use case via EM's custom program settings. We can create a program that includes multiple certifications as part of 1 event (for example, a weekend event where participants receive both hunter ed and bowhunter ed certification). Instructors who are approved to teach those programs can then schedule those events accordingly.
5.3.3.1	An instructor can only create an event for classes they are the primary instructor for (i.e., they cannot create an event for someone else's class).	X					An instructor can only create events under programs for which they're approved (this rule is managed in their profile by admins). Furthermore, an instructor cannot "hijack" another instructor's class. An admin is able to set up a class on behalf of an instructor. In fact, admins can act on behalf of instructors and can perform all duties except input/signature of hours.
5.4	The solution must support a single event being made up of one or more classes.	X					We can technically configure a program to include two types of courses at each event. For example, we can create the "combo boat/OHV program" where any event created under that program would include both boat and OHV courses taught by approved instructors. However, we want to be clear that instructors cannot simply add an event and then pick which classes they're teaching an ala carte fashion. The programs will be pre-set by KE and MI admins.
5.5	The solution must support a single event being made up of one or more instances/segments (i.e., the event takes place over multiple days and/or multiple locations)	X					When creating a class, the instructor or admin can establish a schedule, including time slots per day. So, if MI has a 2-day hunter ed class, the event can be configured to run from say, 8 am to 4 pm on Saturday, and then 1pm to 5 pm on Sunday. Multi-day events are supported.
5.5.1	Event details must include (j) Description (k) Maximum number of participants (l) Participant requirements (prerequisites) (m) Required event material (URL(s) to their location)	X					

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	(n) Public or private indicator (o) Registration window (p) Cancellation window (q) Survey indicator (indicate if a survey will be sent at event completion)						
5.5.1.1	The solution must allow a program administrator to set the survey indicator value for all events in a program (i.e., include surveys for all events and not allow the instructor to change the indicator).				x		EM doesn't meet this requirement in the sense that MI is describing. A program admin can link to a survey in the event details for a given program, and these default settings are not changeable by the instructor. However, the system doesn't include any merge technology where specific event details would be brought into the survey automatically. Having more specific survey features is something on our roadmap for the future.
5.5.1.2	The solution must carry forward class details when a class is associated with an event (i.e. pre-populate event details based on the associated class(es)).	x					Programs are configured to include default information that applies to each event created under that program. For example, if all hunter ed programs needed to have language around MI's hunter ed law, we would add this as default info that automatically populates when a specific instance or event is created. This way, we can ensure that the important information is always there and instructors don't have to waste time typing it all out.
5.5.1.2.1	The solution must identify and reconcile conflicts in event details when more than one class is associated with the event.	x					If an event organizer is attempting to create a class at a time/location that is already in use by another class/event, the system will not allow the event organizer to continue and will prompt them to choose another location and/or time.
5.5.2	A single instance/segment consists of (a) Date (b) Start time (c) End time (d) Facility needs (to include setup and tear down time) (e) Facility type (non-profit, government, other, etc.). (f) Facility name (i.e., school, club, etc.)	x					Each event is tied to a location, which will include requirements d, e, f, g; and the event details will include requirements a, b, c, h, i, j, k, l. DNR accepts Kalkomey response.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	(g) Facility location (street address and county) (h) Program (i) Supplemental uploaded materials (j) Event worker(s) (k) Primary Instructor (for class segments) (l) Supporting Instructor(s) (for class segments)						
5.5.2.1	The solution must carry forward primary instructor and class segment details when a class segment is associated with an event instance (i.e. pre-populate instance details based on the associated class segment).					X	Event Manager does not handle segments of classes. DNR accepts response and requirement will not be a part of the solution.
5.5.2.2	The solution must identify and reconcile conflicts in instance details (i.e., conflicts between instances for the same event).					x	Event Manager does not handle segments or instances of same event. The only check is to ensure that no two events are using the same location at the same time. This is because the same event can be running simultaneously, so long as they are utilizing different locations. For example, the states may run 4 duck hunting 101 clinics at the same time on the same date, so long as separate locations are being used. DNR accepts response and requirement will not be part of the solution.
5.5.2.3	The solution must display the location on a Google map.	x					Event Manager pulls google maps into the event/class page.
5.5.2.3.1	The solution must allow the location on a Google map to be manually adjusted/corrected.	x					When creating a location, the lat/long can be adjusted to better represent the exact location of an event. Oftentimes, the address may lead only to the entrance of a driveway, while the event is still x miles away on a farm or field.
5.5.2.4	The solution must provide a warning if the same facility is scheduled for more than one instance/segment at the same time.	X					If the location is already scheduled to be used, the system will not allow another event to be created at that location ID, and will prompt the user to use another location or another time.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
5.5.2.5	The solution must evaluate the need for location approval based on administratively configurable business rules.	X					Event Manager is initially configured for all new location submissions to be approved by an event or program administrator by default. This is to ensure integrity of the system in any audit. This way, we avoid situations where events are held in unapproved locations (such as an instructor's basement or garage). However, if the states want certain programs to not require this admin approval, the configuration can be turned off.
5.5.2.5.1	Business rules must include: (a) Facility type (b) Event creator	X					Event Manager will document both of these rules. DNR accepts response.
5.5.2.5.2	The solution must initiate an approval workflow when location approval is required.	X					When location approval is required, the location will not be usable until the admin completes the "action required" prompt, which is part of the approval workflow. It goes like this: New location submission > admin notification > admin review > admin approval > location unlocked and usable.
5.5.2.5.3	The solution must prevent publishing the event prior to needed location approval being recorded.	X					An event cannot be published if it is not tied to an already-approved location within the Event Management database.
5.5.3	The solution must pre-populate additional instances of an event with the same data values of the previous instance for the same event (i.e., carry forward the same information as the default data values).	x					All events under a given program will include default information that is set by the agency. For example, under the hunter education program, all events can be configured to include a parental consent form or information about the hunter ed law in MI.
5.6	The solution must support search and filter features for scheduled events.	x					Students can search for events based off of program and location, and can easily see date as well. Admins can also search for events via an admin portal, where they can filter by program, location, and time (in next 30 days, etc).
5.6.1	Search and filter values must include: (a) Date (b) Open Enrollment Window (c) County (d) Event Type					x	EM is set up to display events under 1 program at a time. If a student were looking for

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	(e) Class Type (for events with classes) (f) Primary Instructor Name (for events with classes) (g) Program (h) Status (i.e., under development versus finalized)						
5.7	The solution must support populating the details of a new event based on an existing or historical scheduled event.					x	Events must be started from scratch, however, default information is always applied to events under a specific program. DNR accepts response and requirement will not be part of the solution.
5.8	The solution must display both the per class and event total for class associated costs, if applicable (for event publication purposes).	x					If registration fees are required, Kalkomey can turn this feature on. At the program level, DNR can determine the allowable range. So if hunter ed instructors can charge anywhere between say, \$5 and \$100 per student, they can select the price for that event on a sliding scale. Or, we can also configure a fixed fee for events under that program. DNR accepts response.
5.9	The solution must support an event organizer finalizing an event prior to being published and available for enrollment.	x					All required fields must be completed prior to posting to public portal. We can even configure the system to where new events are required to pass an admin review/approval prior to posting to public portal.
5.10	The solution must support user entry of effort hours and mileage associated with their involvement in an event.	x					Our reporting tabs are configurable on a program-level basis. For example, all hunter education events under the hunter education program can follow a specific reporting protocol, while boating events/classes under the boating program will capture different data. However, to be clear, the reporting parameters are set at the program level, which applies to ALL events under that program.
5.10.1	The solution must prevent a user from reporting effort hours or mileage for another user.	x					Our system is very configurable in this regard. We can configure it to where chief instructors can submit results on behalf of assistant instructors, or not. Per our understanding of USFWS reporting requirements, however, we typically configure the system so that each individual instructor must submit their own results, and cannot submit results for other users/instructors.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
5.10.2	The solution must capture effort hours associated with administratively configured event categories.	X					When submitting hours for an event, they can be categorized as specific "types", such as admin hours, instructor hours, teacher hours, and more.
5.10.2.1	Event effort categories must include: (a) Travel hours (b) Setup hours (c) Instruction hours (for events with classes) (d) Event working hours (for non-instructors)	X					Event reporting categories are configurable. We can accommodate all of these and more.
5.11	The solution must generate a unique access code for a private/closed event (to be used for registration purposes).	X					When managing a private/closed event, the event organizer can email a unique link to potential attendees. The links can be for one-time use, or can be generic so that whoever has the link can then register for the event. These links can also be configured to expire.
5.12	The solution must allow an event organizer to initiate communications to event participants based on participant provided contact information at time of enrollment.	X					The event owner can send emails directly from the system. They can also access the roster, which would provide phone number for the registrant assuming we require that field for registration.
5.12.1	The solution must support the following communication methods: (a) Email (b) Text	X					Event Manager relies primarily on email at this time, but also has configured text message campaigns for event registration confirmation and reminders. At this time, an instructor can create their own email outreach campaign in the system, but not text. This is mainly due to the fact that unregulated text messaging capabilities will trigger spam filters.
5.12.2	The solution must keep a record of system sent communications for an administratively configurable number of days following the last instance of the event (i.e., records of the messages will be kept XX days after the event is over).					X	Kalkomey cannot agree to this for sake of audit trail and cybersecurity measures. We keep a log of communications indefinitely, and this has proven to be useful in the event that a student is ever involved in an incident, many times the email communications are requested for use in court. DNR accepts response.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
5.13	The solution must allow an event organizer to actively review the registration for an event they created.	X					Once created, the event and associated roster are available for review.
5.13.1	The solution must allow an event organizer to print an event roster.	x					Event Manager has an "export/print roster" function on a per event basis.
5.13.2	The event roster must include: (a) Event description (b) Event date(s) and time(s) (c) Participant last name (d) Participant first name (e) Attendance placeholder (to manually record attendance)	X					The export or printable file includes basic event information and attendee registration info.
5.13.2.1	The roster must be sorted alphabetically by participant last name.	X					Event Manager meets this requirement.
5.14	The solution must allow an instructor to actively review the enrollment and participant list for a class they are teaching.	X					The system will allow event organizers to review their events via the "enrollments" view, where they can review all upcoming events and then click in to review specific events and attendee lists.
5.14.1	The solution must allow an instructor to print a class roster.	X					The system will allow the instructor to print a class roster.
5.14.1.1	The roster must include: (a) Event description (b) Event date(s) and time(s) (c) Event location (d) Participant last name (e) Participant first name (f) Participant date of birth	x					The export or printable file includes basic event information and attendee registration info.

A	B	C					D
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	(g) Participant phone number (h) Reserved certification number (if applicable) (i) Attendance placeholder (to manually record attendance) (j) Outcome placeholder (to manually record outcome)						
5.14.1.2	The roster must be sorted alphabetically by participant last name.	X					Event Manager meets this requirement.
5.14.2	The solution must allow an instructor to print pre-populated certificates for participants.	X					The system will feed participant data into a certificate template, which is then able to be printed and/or emailed to students.
5.14.2.1	Pre-populated certificates for participants must include all required information and formatting for that program/event.	X					The certificate template will be designed by Kalkomey, and approved by MI.
5.14.2.1.2	Signature line for the primary instructor must include their printed name and unique instructor number.	X					The certificate template will be designed by Kalkomey, and approved by MI.
5.15	The solution must prevent event updates to a historical event.	X					Once results have been submitted, the event is closed and cannot be modified by certain user levels. However, in the event that a true update is needed, a Kalkomey admin can open the event for editing but only with written permission from approved MI users.
5.16	The solution must allow a future event to be updated.	X					Edits can be made, though if the edit is to time and location, the participants will be notified.
5.16.1	An event organizer must be able to modify non-class event details for future events they have created.	X					Future events can be modified.

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5.16.2	A program manager must be able modify future event details associated with programs in their program area.	x					Program managers can edit future events within their assigned program area.
5.16.3	An instructor must be able to modify event details for future events they have created.	x					Edits can be made, though if the edit is to time and location, the participants will be notified. Certain edits might require approval from an approved admin depending on program settings and user permissions.
5.16.4	The solution must limit changes once the enrollment is period has started.	X					This configuration can be established.
5.16.4.1	Changes must be limited to: (a) Date(s) (b) Time(s) (c) Location (d) Instructor (for classes) (e) Maximum number of participants (f) Enrollment window end date	X					Yes. Additionally, the system will remind the user to notify registrants of any changes made to these event parameters.
5.16.4.1.1	The solution must prevent reducing the value of maximum number of participants to be less than the current number of registered participants.	x					Technically, the system won't block someone from doing this, but it will prompt an acknowledgement box warning the person about what they're about to do, but ultimately it can be overridden.
5.16.4.1.2	The solution must limit the enrollment window end date to be the current or a future date.	X					Event Manager meets this requirement via the "options" section when creating an event.
5.16.4.1.3	The solution must initiate the location review and approval process based on configured rules for the location type (i.e., if changed from a non-profit location to "other").	X					At a program level, location review/approval process can be configured as required or not required.

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5.16.4.1.3.1	The solution must prevent additional enrollment in the event while a change in location is being reviewed.	X					If the location approval configuration is turned on, events cannot be scheduled at that location until the location is approved, therefore, registrations cannot occur.
5.16.4.1.3.2	The solution must display a configurable message when event registration has been suspended while a change in location is being reviewed.					X	The system does not generate a display message if the location of an event is being changed. Instead, we prompt the person editing the event to notify the registrants about the change, at which point the attendees can cancel their registration, change to another event, or stick with the event even though it's at a new location. DNR accepts response.
5.16.5	The solution must generate email notifications when event or instance changes are finalized.					x	We do not automatically generate an email, but rather instruct the event owner to email all persons on the roster about the change. The reason we handle it this way is that the majority of our current users prefer to have free-form email capabilities rather than an automated email. The only time a system-generated email is sent is when the event is canceled. Requirement on Kalkomey road map, timeline not established as to when it will be available. DNR accepts response.
5.16.5.1	Changes to event and instance details that trigger email notifications will include: (a) Date (b) Time (c) Location (d) Primary Instructor (for classes associated with an event)					X	Again, the email notification is manually sent to the roster by the event owner. Requirement on Kalkomey road map, timeline not established as to when it will be available. DNR accepts response.
5.16.5.2	The solution must send the email to all registered participants in the changed event.					X	When the event owner sends the email, they can "select all participants", which will automatically assign each registrant's email to the recipient field of the email.
5.16.5.3	The solution must send the email to the instructors/event workers when the change is done by the program manager/event organizer.					X	The solution does not send an email. When a change is made, the person making the change must send an email to the required recipients. DNR accepts response.

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5.17	<p>The solution must provide email notifications to the instructor/event organizer for the following registration events:</p> <ul style="list-style-type: none"> (a) Event registration reached 90% capacity (b) Event registration reached 100% capacity (c) Event registration window has ended 					x	The system does not email or otherwise notify the owner at these levels. Instead, the system provides a quick-view progress bar in the "enrollments" view. A % measurement is provided in this view as well. This will be manual process, DNR accepts response.
5.18	The solution must allow a future event to be cancelled.	x					Future events can be cancelled, and the system will automatically notify those participants on the roster.
5.18.1	An event organizer must be able to cancel events for future events they have created.	x					Future events can be cancelled, and the system will automatically notify those participants on the roster.
5.18.2	A program manager must be able cancel program events for programs in their program area.	x					Future events can be cancelled, and the system will automatically notify those participants on the roster.
5.18.3	An instructor must be able to cancel events for future events they have created.	x					Future events can be cancelled, and the system will automatically notify those participants on the roster.
5.18.4	The solution must close the enrollment and cancellation windows when the event is cancelled.	x					Once cancelled, enrollment and cancellation windows will be disabled.
5.18.5	The solution must indicate the event and instances/segments were cancelled when the event is cancelled.	x					Once the event is cancelled, the participants on the roster will be notified.

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5.18.6	The solution must prevent participants from registering for cancelled events.	x					Once cancelled, registration will be disabled.
5.18.7	The solution must generate email notifications when an event is cancelled.	x					Participants on the event roster will be notified via email when their event is cancelled.
5.18.7.1	The solution must send the email to all registered participants in the cancelled event.	x					Participants on the event roster will be notified via email when their event is cancelled.
5.18.7.2	The solution must send the email to all participant on the waiting list for the cancelled event.	x					Participants on the event roster will be notified via email when their event is cancelled.
5.18.7.3	The solution must send the email to the event workers when the cancellation is done by the event organizer.				x		The event owner will need to email assistant instructors as the system does not automatically do this. However, we see the benefit of this requirement and will consider it for future development. DNR accepts response.
5.18.7.4	The solution must send the email to the instructors when the cancellation is done by the program manager.	x					Instructors will receive an email notification when the program manager cancels an event.
5.18.7.5	The solution must send the email to the program manager when the cancellation is done by the instructor.				x		The system will notify admins of cancelled classes if the class had students registered, because it will require admin approval to cancel the class if ppl are already registered. However, it will not be in the form of an email, but instead a system notification DNR accepts response.
5.18.7.6	The solution must limit sending one email to each person if a single person is associated with multiple roles receiving an email notification (i.e., only receive the email once if					x	EM does not do this. DNR okay with response.

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	they are both the instructor and the event organizer).						
5.19	The solution must allow the primary instructor to record the outcome of at the completion of the event for the class included in the event they are the primary instructor for.	x					If the instructor has wifi or mobile reception, the class results can be submitted right there on-site.
5.19.1	Outcomes for each participant will include (a) Attendance (b) Event outcome as defined in the class creation (c) Examination score as defined in the class creation (d) Instructor Comments					x	Outcomes are defined at the program level. We can accommodate everything except for requirement b. We do not give instructors the ability to create outcomes at random when they create an event, because the results must be consistent for reporting purposes. Instead, the agency will say, "for each event, we want to capture (as an example)": 1.) Attendance 2.) Pass/fail/incomplete 3.) % score 4.) Comments
5.19.1.2	The system must collect attendance for each instance of a multi-segment class.					x	Kalkomey's Event Manager does not support multi-segment classes at this time.
5.19.2	The system must allow the primary instructor to complete an expense report for the class they were the primary instructor for.					x	Event Manager does not have this functionality as requested, but can facilitate the download of a form that can be submitted to the administrator.
5.19.2.1	The solution must allow a configuration manager to configure which programs require expense information as part of the class outcomes.					x	EM does not support expense tracking. DNR accepts response and that the requirement will not be available.

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5.19.3	The solution must allow an instructor to finalize the class outcome (i.e. functionality that closes out being able to make further edits to the class outcomes).	x					Once results are submitted, the class will be closed and locked.
5.19.3.1	The solution must initiate workflow for review and approval of the finalized class outcome.	x					Kalkomey can configure a multi-step approval process for class approvals. Typically, the lead instructor will submit the outcome report, and then a regional or HQ admin will review and approve the results before the event is stored officially in the database.
5.19.3.1.1	Approval workflow must include: (a) Instructor of the class (b) Program manager	x					See above.
5.19.4	The solution must systematically produce completion report and/or certifications for participants once the finalized class outcomes are approved.	x					Once the outcome report is approved, the system can be configured to email temp certs to the students. Similarly, EM allows (if configured) the ability for event owners to print temp certs for each participant, which can be completed/signed in hard-copy form and handed out to the student as they pass the class. This is only an option if MI wants it.
5.19.4.1	The solution must add the completion report and/or certification for a participant to the data set associate with that participant (i.e., add to the records maintained for that individual).	x					We can schedule a data transfer mechanism so when the student is marked as certified, it updates their record in MI's licensing system or elsewhere. Requirement maybe on road map in the future.
5.19.4.1.1	The solution must notify the participants via email with notification of their individual class outcome once the class outcomes are finalized for all classes associated with that event.					x	The system will send a temporary certificate if someone is marked as passed, but will take no action for a failed or incomplete status. Requirement maybe on road map in the future.
5.19.4.1.1.1	The notification must include:					x	At this time, only students who have passed a class will receive an email. This email will include requirement b as an attachment, but will not include a or c.

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	(a) URL to access the completion report (if applicable) (b) URL to access the certificate (if applicable) (c) Event Summary						
5.19.5	The solution must provide notifications to the instructor when class outcomes have not been finalized with an administratively configured number of days after the event (i.e., provide a reminder if the event outcomes are not finalized within XX days of the end of the event).	x					The agency can determine at how many days an automated reminder email is sent to instructors to complete the event results. By default, this is done 3 and 7 days after the event.
5.19.5.1	The system must allow a program administrator to configure the reminder notifications for events in their program.		x				The program administrator cannot configure the system, but can request their account manager at Kalkomey to do this on their behalf.
5.19.5.1.1	Configuration options must include: (a) XX days after the event (b) Notification message (c) Notification recipient(s)					x	The number of days is configurable, and the message, but which recipients is not. The recipient is fixed as the instructors tied to the event. DNR okay with response.
5.20	The solution must allow a program manager to edit the class outcomes for a class in their program area.		x				Per USFWS guidance, once a class is closed, the outcome cannot be modified by anyone, unless there is a clear and auditable record as to why. In order to achieve this, our procedure is that if an admin wants to edit the report of a closed class, they will submit a request to Kalkomey, Kalkomey will open the class, the admin will edit, and then the class will be closed again.
5.20.1	The updated information over-writes the previous information.	x					Yes, once modified, this will overwrite the old data as far as what appears in reports, but we do maintain an audit record of what was changed, and who changed it.
5.20.2	The solution must update related certification information caused by the	x					Yes.

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	change in outcome (create or remove certification).						
5.21	The solution must allow an event organizer to record participant attendance for a non-class event or instance.	x					Yes, this can be done in the general event report tab.
5.22	The solution must allow an instructor to select one or more participants from previous classes and include them in a notification email of upcoming events.					x	Technically, an instructor could reach out to those on old rosters about new or upcoming events. However, we try not to do this because if you email a student from Event 1234 roster, the email will include info about event 1234. What we teach as a better method is to have participants opt-in to subscribe to a notification email list when they register, that way MI can freely market to them on an ongoing basis w/o any concerns around spamming or abusing information. DNR accepts response.
5.22.1	The solution must allow an instructor to search for participants to select.					x	This is only an admin-level functionality. DNR accepts response.
5.22.1.1	Search criteria must include: (a) Date of previous event (to include a date range) (b) Instructor of previous event (c) Event outcome (i.e., participants with a "pass" outcome) (d) Event program	x					Administrators are able to search the database to find all events, the instructor tied to each event, the event outcome for data reported (such as pass, fail, incomplete, etc.) and the report is filterable by program.
5.22.2	The system must include an event registration URL for the upcoming event in the email.	x					Yes, when instructors invite a student to an event, it will include a unique link to that event.
	Event Registration						

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6.0	The solution must allow a public user or participant to search for a future event.	x					Participants can search at register-ed.com.
6.1	The solution must limit the result set to public events with an active registration window (closed/private/suspended events must be excluded from the result set).	x					The system will only show events in the chosen category, within the defined geographic range, and will be displayed in order upcoming.
6.2	The solution must support the following search criteria/filters: (a) Date (b) County (c) Class Type (d) Instructor Name (e) Program (f) GIS location radius (both from current location and from provided postal zip code)					x	The primary filter is by location. We do not support county, instructor name or county lookup. We search by "current location" or "miles from my zip code". DNR accepts response.
7.0	The solution must allow a public user or participant to enter the closed/private event code to initiate registering for a closed/private event during the registration window.					x	Closed or private events are only accessible via a unique link that is shared via email or other (text, social media message, etc). DNR accepts response.
8.0	The solution must require an active user ID to register for an event.					x	We do not require a student to login to EM to sign up for an event.
8.1	Registration must include: (a) MiLogin integration (b) Residential address					x	At this time, Kalkomey cannot commit to MiLogin integration. We can, and have, integrated with licensing systems by requiring the input of a customer ID number as part of the registration process. Address, phone number, and email are all doable.

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	(c) Phone number (d) Email						
9.0	The solution must allow on-line registration for published events during the registration window.	x					Yes, this is done via register-ed.com.
10.1	The solution must limit the total number of registrations to the maximum number of participants for that event.	x					The system will only allow people to register up until capacity has been met. Once all seats have been taken, registration will shift to waitlist or closed.
10.2	The solution must prevent registration for participants that do not meet the defined participation requirements (i.e., pre-requisitions, etc.)	x					While the pre-reqs won't necessarily validate against anything, how we handle this is making the required fields or acknowledgement boxes, where the person attests to having done x,y,z. The only true pre-req that we account for is that a customer took an online course prior to signing up for a field day.
10.3	The solution must provide a registration confirmation email to the participant.	x					Yes. The confirmation message is configurable on a per event basis, too.
10.3.1	The registration confirmation email must include: (a) Event description (b) Event date(s) and time(s) (c) Event location(s) (street address and Google map view) (d) URL to related materials needed to be downloaded if applicable (e) Instructor(s) Name and Contact (for events with classes)	x					Yes to all. Instructors can even leave a custom message in the registration confirmation email.

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10.4	The solution must allow a participant to put themselves on a waiting list during the registration window if the event is full.	x					Yes, we can turn the waitlist on or off by default.
10.5	The solution must notify via email all participants on a waiting list for an event when additional capacity is available (i.e., if there is a cancellation, or the event participant size is increased).					x	The way our waitlist is built is first-come, first-serve. If the first person doesn't accept the invite within xx hours, we will move to the next person. The other way to handle this is to turn the waitlist off, where registration then switches between closed and open as spots become available. DNR accepts response.
10.5.1	The email notification must include a URL to the registration for the event.	x					yes
11.0	The solution must allow the primary instructor to complete registrations for walk-in participants at the start of the first day of the event.	x					Yes, the primary instructor can add a walk-in or send a registration invite via email.
11.1	The solution must allow the primary instructor to override the maximum participant value for an event they are registering a participant in that they are the primary instructor for.	x					Yes, this is doable.
11.2	The solution must allow the instructor to override the registration window dates for an event they are registering a participant in that they are the instructor for.	x					Yes, on the instructor side this can be overridden.

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11.3	The solution must limit walk-in registrations to the start of the first day of the event.					x	Technically, an instructor could add people to the event during any day of a multi-day event. This would come down to training and policy more than anything. DNR accepts response.
12.0	The solution must allow a participant to drop their completed registration to a future event during the cancelation window for that event.	x					Students can move events.
12.1	The solution must allow a participant to select from an administratively maintained list of reasons why they dropped their registration for the event.					x	We do not capture this information during a move. DNR accepts response.
12.2	The solution must provide a cancelation notification email to the former participant and event primary instructor/event organizer.		x				The event owner can decide whether or not they want to receive a notification each time someone registers or cancels.
12.2.1	The cancellation notification email must include: (a) Event date(s) and time(s) (b) Event description (c) Selected reason for dropping					X	At this time, we do not support the reason for dropping. DNR accepts response.
13.0	The solution must allow the primary instructor/event organizer to move an existing participant in a future event to an alternate offering of the same class/event (i.e., move a student from one occurrence of a class to a different occurrence of the same class).	x					This is doable via the roster page. The instructor simply selects the button next to the registrant's row, and then selects, "move to another event" at which point the user will be prompted to select a new event.

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14.0	The solution must allow the primary instructor to register a participant in the same class being offered by the same primary instructor as a "repeat" enrollment.					x	We do not allow duplicate registrations. DNR accepts response.
14.1	The solution must allow an instructor to override the maximum participant count and event registration window for the new event if they are the primary instructor for the new event.	x					Yes.
14.2	The solution must allow an instructor to put the registered participant on a waiting list for the new event if the new event is full.	x					Yes, the instructor can add students to a waitlist on the roster page.
14.3	The system must not elicit a cancellation reason from the registered participant for the old event when moved by the primary instructor to a new event or waiting list for a new event.	x					Since we do not elicit cancellation reasons for any cancellations, this is no problem.
14.4	The system must provide a notification to the participant to include: (a) Confirmation of being dropped from the old event (b) Registration confirmation for the new event (if applicable)	x					The system will send an email confirming the change.

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15.0	The solution must allow a participant to contact the primary instructor of a specific class.	x					Instructors can manually set which information is displayed on their events (phone and email). MI should make this policy.
15.1	<p>The system must support the following methods of contacting an instructor:</p> <ul style="list-style-type: none"> (a) Email (using an external email system to send an email to the instructor's email address) (b) Text (sending SMS message to the instructor's text number) (c) System notification (sending a notification to the instructor in the solution) 					x	Right now, we display email and phone number for instructor. Technically, a student could send a text message to the number if it is a mobile number, but that is not intended functionality. Also, we do not support system notifications. DNR accepts that this is e-mail notification only.
15.2	The solution must maintain a record of the system notification for an administratively configurable number of days after the last day of the event	x					Yes, for audit purposes we are able to keep a record of any notifications sent to instructors.
16.0	The solution must allow a participant to download supplemental information associated with an event.	x					Yes, supplemental information may be uploaded by the event owner and downloaded by the participant.
Reporting							
17.0	The solution must support the federal reporting requirements for reported work effort.	x					Kalkomey's reporting functionality is highly flexible, though we do maintain compliance with USFWS. Furthermore, we keep in close contact with regional and national reps in order to maintain compliance.

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18.0	The solution must support instructor-centric reports.	x					Each event requires instructor reporting fields.
18.1	The solution must allow one or more instructors to be selected for a report.	x					Any and all instructors that were assigned to the event will be required to complete the reporting pages before the event can be submitted/closed.
18.1.1	Instructor filter selection must include: <ul style="list-style-type: none"> (a) Name search/selection (b) Status selection (i.e., all active instructors) (c) Certification Program (i.e., all instructors certified to provide instruction in a certain program) (d) Event Program (i.e., all instructors for events in a given program) 	x					The instructor hour audit report will include all of these report fields, which are then filterable.
18.2	Instructor reports must include: <ul style="list-style-type: none"> (a) Instructor effort by date range (b) Instructor mileage (c) Participant information by date range (d) Expense Summary 	x					The instructor report is highly configurable, and will collect a-d plus more if needed.
18.2.1	Instructor effort by date range report must include for each instructor: <ul style="list-style-type: none"> (a) Instructor name (b) Subtotal by effort category by class by date (c) Sub total by class by date (d) Subtotal by date (e) Total by date range 	x					The instructor report is highly configurable, and will collect a-d plus more if needed.

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18.2.2	Instructor mileage by date range report must include for each instructor: (a) Instructor name (b) Sub total of mileage by class by date (c) Sub total of mileage by date (d) Total by date range	x					The instructor report is highly configurable, and will collect a-d plus more if needed.
18.2.3	Participant information by date range report must include for each instructor: (a) Instructor name (b) Pass/Fail subtotal count of participants by event (c) Total count of participants by date range	X					The student summary report includes this information, which is filterable once run.
18.2.4	Instructor expense summary by date range report must include for each instructor: (a) Instructor name (b) Detailed expenses and income by class (c) Subtotal and comparison of expenses and income by class (d) Total and comparison of expenses and income by date range	X					The instructor reporting fields can require the instructor to insert a value for expenses and income for the event, and once the summary report is run, the difference can be calculated via excel. To be clear, if registration fees are collected through the system, the funds will be remitted to MI DNR only. EM will not remit registration fees to specific instructors. The only time we could see them reporting income is if they collected cash/check in-person at the class.
19.0	The solution must provide analytical and trend reporting.	X					Kalkomey's Event Manager captures and reports all event, participant, and instructor data which can be used for analytics/trend study purposes.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
19.1	The solution must support displaying analytical and trend data in a graph format.					x	While EM captures and reports the data via excel, we do not offer any sort of dashboard or in-app reporting engine. Instead, we export the data in an easily accessible file, which can be uploaded to MI's reporting tool of choice. It is also easy to convert excel data to graphs, but will require manual work by MI. DNR accepts response.
19.2	Analytical and trend data must include: (a) Participant counts (b) Count of instructors (c) Registered participant demographics (d) Registration Details (e) Instructor details (f) Outcome metrics (g) Service Area	x					Again, we capture all of this information, but we don't necessarily report on it via graphs or dashboards in the sense that MI is suggesting. We give you the raw data, which you can display elsewhere.
19.2.1	Participant counts must include: (a) Count by program (b) Count by class type	x					Kalkomey's reports meets this requirement.
19.2.2	Count of instructors must include: (e) Count of instructors by certification Program (i.e., all instructors certified to provide instruction in a certain program) (a) Count of instructors by event program (i.e., all instructors for events in a given program)	x					This can be reported in the "active instructors" report.
19.2.2	Registered participant demographics must include: (a) Count by age	x					Assuming we make all of these fields mandatory during the registration process, we will have this data in the demographics report. We can also run manual reports as needed if the baseline report isn't sufficient for the reporting needs at that time.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	(b) Count by age range (c) Count by county of residence (d) Count by gender (e) Count by ethnicity						
19.2.3	Registration details must include: (a) Count by county of event location (b) Count of registrations by program (c) Count of registrations by course (d) Count of registration by class type	x					Via a database query, all of this information is available.
19.2.4	Instructor details must include: (a) Count of registrations by instructor (to include role of primary and assisting instructors) (b) Count of signed certificates by instructor	x					
19.2.5	Outcome metrics must include: (a) Count of pass/fail by program (b) Count of pass/fail by instructor (c) Count of pass/fail by course (d) Count of pass/fail by class type	x					This is in the event summary report. An excel spreadsheet will be generated and results can be filtered accordingly.
19.2.6	Service Area details must include: (a) Analysis of distance between event location and participant	X					This is a standard report in the admin view.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	residential address (i.e., analysis of						
19.3	<p>The solution must support analytical and trend data based on:</p> <ul style="list-style-type: none"> (a) Single date (b) Date range (c) Year over Year (YoY) comparison (d) Annual values 					x	Event Manager will give MI raw data, which can be used in other reporting engines. Event Manager itself does not include any sort of dashboard or trend analysis. DNR accepts response
19.4	The system must support analytical and trend data to compare any of the metrics between different class types delivering the same class content (i.e., online versus instructor led class types for the same content).					x	Same as 19.3, DNR accepts.
Packaging							
20.0	<p>The Contractor must mark all boxes accordingly:</p> <ul style="list-style-type: none"> (a) Material specific commodity code clearly on the lower right corner of each box (b) Quantity clearly marked on the lower left corner of each box 	x					Kalkomey will label each box/pallet with the materials included and the quantity per box.
Printed Materials - Exam Questions							
21.0	The solution must notify the Program manager when changes are made to a question that has been identified for inclusion in the certification exam.	x					Any and all changes will be done with the written acknowledgement/approval of the designated state admin.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
<i>Printed Student Manuals</i>							
22.0	The Contractor must provide the State with the completed forms required to submit the Boater Education Student Manual for NASBLA approval.	X					Kalkomey's director of content will work with MI to submit these forms. Kalkomey will complete all sections that we're allowed to, thus minimizing MI's work to review/signature of the documents.
23.0	Boater Education Student Manuals must include content for both boat and personal watercraft operators related to: (a) Fuel regulation and management	X					Kalkomey can include state-specific content related to fuel regulation and management (and other MI-specific needs) in chapter 4 of the manual and online course.
<i>On-line Course Materials</i>							
24.0	The Contractor must develop and host on-line course material.	X					Kalkomey's courses are already hosted for the state of MI.
24.1	On-line course materials will leverage on-line education best practices and standards for material content and delivery.	X					Kalkomey has developed our own proprietary LMS, which is supported by in-house instructional designers, editors, and other professionals.
24.2	On-line course content will accommodate hyperlinks to allow students to navigate to related content in a new window (i.e., to view related content on Michigan.gov, etc.).	X					Kalkomey's LMS can accommodate hyperlinks.
24.3	The on-line course materials must include a testing algorithm for the course content.	X					Kalkomey's LMS operates from a large pool of state-approved exam questions, which are selected at random, but weighted by category. This ensures that no two instances of the exam will be the exact same.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
24.3.1	The solution must maintain a minimum pool of 200 State approved test questions for an on-line course.	X					Kalkomey has a pool of over 300 questions.
24.3.1.1	Test questions must be able to be grouped into one or more course content categories.	X					Kalkomey's testing procedures assign a certain weight to certain categories.
24.3.1.2	The pool of questions must be consistent with the pool of questions maintained for the printed exams for the same course content.	X					Kalkomey will pull from the same pool of questions for all testing methodologies.
24.3.2	The algorithm must randomly select test questions from the pool based on the desired number of questions for each course content category.	X					Kalkomey's testing procedures include randomized functionality in order to maintain compliance with NASBLA and IHEA standards.
24.3.3	The algorithm must generate the test/exam uniquely for each instance for each participant.	X					Yes, the algorithm will generate a unique test/exam for each instance. If a student fails the exam once, the next attempt will have a different set of questions in a different order.
24.3.4	The solution must systematically grade the test/exam immediately upon completion.	X					Our LMS is configurable and will score immediately upon completion of the last question. The passing grade can be configured.
24.3.4.1	The solution must record the on-line course outcome for the participant.	X					Kalkomey's LMS includes an administrative interface, where progress tables are updated in real-time as the student goes through the course.
24.3.4.2	The solution must issue a certificate/voucher for a passed/completed on-line course.	X					The course can produce a certificate/voucher, which will be designed by Kalkomey and approved by MI.

A Business Specification Number	B Business Specification	C					D Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
		Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	
25.0	The solution must require an active user ID to register for an on-line course.	X					Kalkomey's registration and/or course completion process can include the validation of an active user ID.
25.1	Registration must include: (a) Multi-Factor Authentication integration (b) Residential address (c) Phone number (d) Email	X					Kalkomey can capture all of the following, will support multifactor authentication. We do this in other states, where the online account links to an agency account via API. In most cases, this integration takes place after the student completes the exam. While we can do this at registration, we have proven that the more you require at registration, the higher bounce rate you'll see. In the spirit of R3, we try to streamline registration process in order to get people in the course, and require the more sophisticated/thorough interaction once the person has completed the course. Regardless of where this occurs, we can make this integration via API endpoints. Another reason to make the integration after completion is so the API can trigger a "completed" status in the MI account, which can be used to unlock certain licenses. If we do this at registration, there must be an intermediate status to show that a student is registered, but not completed.
26.0	The Contractor must maintain on-line course content to be synchronized with printed course material for the same content.	X					We always operate from the same base curriculum in order to maintain consistency regardless of delivery platform.
27.0	The Contractor must provide customer service for the on-line course.	X					Kalkomey provides support via phone, email, chat, and social media.
27.1	Customer service must include: (a) Chat support (b) Phone support (c) Email support (d) Social media support	X					Kalkomey meets this requirement.
27.2	Customer service hours must be 8am-midnight EST.					X	Kalkomey's customer support is 9:00 am to midnight EST, 7 days per week. DNR accepts Kalkomey's response.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
27.3	Customer service must support English, Spanish and French languages.	X					Kalkomey provides phone support in English, Spanish, and French.
27.4	Phone support must be provided via a toll-free number.	x					Kalkomey meets this requirement.
27.5	Email support must include: (a) Immediate receipt acknowledgement (b) Request specific response within 24 hours	X					Kalkomey's system and process meets this requirement.
Content Review							
28.0	The Contractor must respond within 72 hours of a request from the State for a change in content.	X					Kalkomey typically acknowledges any inquiry same business day.
28.1	Change in content applies to: (a) Printed materials (b) On-line course materials (c) Course publication	X					Any time a content change is requested, Kalkomey will change/update the content in all relevant areas.
28.2	The response must include: (a) Acknowledgement of request (b) Date the proof of the change will be available to the MDNR for review and approval	X					Our current process meets this requirement. Once we acknowledge the need and respond to the inquiry, we will also set a schedule for completing the changes.
29.0	The Contractor must complete in a full review of printed, on-line, and publication content a minimum of	X					Kalkomey updates our content on an ongoing basis to maintain IHEA, NASBLA (and other) compliance. Additionally, we will conduct a review anytime that MI needs us to, at a minimum every 2 years.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Bidder to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured/customized to meet the business specification.
	every 2 years for compliance with State requirements.						
OPTIONAL							
30.0	The solution must support an offline native mobile app to collect walk-in participant registration at the start of an event.				x		While we do not support this at this time, our system will still meet the use case through the invite function. What happens, is the instructor can record the participants email, and then invite them, which sends them a unique registration link that they'll complete, which then brings their record into the roster. That way, the student can still attend the event that day, and then once they get home (or right there on their phone if mobile reception is available) they can complete the registration process. The other way we can manage this is to have the student provide registration details via excel spreadsheet (or other) and then the event organizer can upload those credentials once they're back and connected to the event roster page. Intended release 2020.
30.1	The solution must complete the walk-in participant registration event when the mobile device is next connected/on-line.				x		This is something we're working on for future functionality. Intended release 2020.

ROLES

Role	Description	Responsibility	Total Expected User Accounts	Total Expected Concurrent Users
System Administrator	The system administrator for the program is a Kalkomey staff member who configures the educational programs for the state agency within Event Manager.	Kalkomey		
Agency Administrator	Event Manager provides for the needs of state agency administrators (including program administrators and regional administrators). This includes managing instructors' activities related to events, managing event locations, establishing policies, and handling cancelled events. Administrators have access to Event Manager's self-service reports, which includes reporting on the state agency information required for federal aid/grants. Administrators also have access to all functionality available to instructors.	State		
Instructor	Event Manager functionality for instructors includes the ability to view a calendar of scheduled events, schedule a new event, assign the teaching team for an event, view current enrollments/rosters, add a public user to an event, contact public users or instructors, and record event results.	State		
Public User	These users can easily search for events by proximity or date; register for a specific event; sign up on a wait list for a full event, if agency policy allows wait lists; download documents associated with the event; and cancel a registration as allowed by the agency's cancellation policy. Public users can register as an individual or as a group.	State		
User-Support Personnel	The user-support personnel for Event Manager are Kalkomey staff members who provide telephone and online support to all users— state agency administrators, instructors, and public users.	Kalkomey		

STATE OF MICHIGAN

Exhibit 2

Data Retention Policy

75/LAW Department of Natural Resources
Law Enforcement Division

Item #	Series Title	Series Description	Retention Period	Approval Date
00000 -	Introduction	DNR conservation officers are fully commissioned as state peace officers, with full power and authority to enforce Michigan's criminal laws. They are a unique class of law enforcement officer, whose duties include enforcing regulations for outdoor recreational activities such as off-road vehicle use, snowmobiling, boating, hunting and fishing.		
22080 -	Environmental Investigation Case Files (supersedes item #5499)	These records document enforcement action investigations to determine if there were criminal violations of environmental law. The investigations may relate to illegal dumping, businesses operating without permits/licenses, or any other conduct which results in the pollution, impairment, or destruction of the air, water, or other natural resources or the public trust in these resources. They may include, but may not be limited to, Investigation Reports (R- 9215), Investigative Unit Photo Logs (R- 9115-1), Photographic Development Records (R- 9115-3), Administrative Pages (R-9115-6), Chain of Custody Records (R- 9126), Consents to Search (PR-9142), Orders to Show Cause (R-9141), lab reports, correspondence, referral letters, and court decisions.	RETAIN UNTIL: Case is closed PLUS: 20 years THEN: Destroy	5/18/1999
38941	Daily Activity	These records document the daily work	RETAIN UNTIL:	9/30/2014

-	Reports (supersedes item #5412)	activity of individual employees. They may include, but may not be limited to, and account codes that are charged for time spent performing specific duties.	Date created PLUS: 5 years THEN: Destroy	
38942 -	Operations Review Record (supersedes item #5416)	These records document the results of comprehensive reviews of district operations. They are designed to monitor compliance with appropriate statutory, fiscal and procedural requirements. They may include, but may not be limited to,	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	9/30/2014
Item #	Series Title	Series Description	Retention Period	Approval Date
		audit reports prepared by the Field Coordinator and designee(s).		
38943	Uniform	These records document the distribution of	RETAIN UNTIL:	9/30/2014
-	Distribution Data (supersedes item #5419, 5435)	uniforms, firearms, badges, handcuffs, etc. to conservation officers. Data may include, but may not be limited to, the officer's name, sizes, dates issued, and dates returned.	Conservation officer is no longer employed by DNR THEN: Destroy	
38944	Lost/Damage	These records document department	RETAIN UNTIL:	9/30/2014
-	Reports (supersedes item #5434)	issued equipment and vehicles that are lost or damaged. They may include, but may not be limited to, reports, and supporting documentation.	Date created PLUS: 5 years THEN: Destroy	
38945	Employee Training	These records document training given to	RETAIN UNTIL:	1/9/2018

-	Records (supersedes item #22082)	division employees. They may include, but may not be limited to, certificates of completion, proof of attendance, correspondence, and MIOSHA reports.	Individual is no longer employed by the division PLUS: 7 years THEN: Destroy	
38946	Emergency	These records document emergency	RETAIN UNTIL:	9/30/2014
-	Management Records (supersedes item #5451)	management plans used by the division. They may include, but may not be limited to, contact lists, plans, and supporting documentation.	Superseded by a new version THEN: Destroy	
38947	Report of	This report identifies the kinds of fish and	RETAIN UNTIL:	9/30/2014
-	Commercial Fish on Hand at Close of Season (supersedes item #5463)	number or weight of fish possessed by every person licensed to take fish in accordance with M.C.L. 324.47326. It is submitted by the licensed person.	Date created PLUS: 6 years THEN: Destroy	
38948	Wholesale Fish	These records document the delivery of fish	RETAIN UNTIL:	9/30/2014
-	Dealer's Record of Purchase (supersedes item #5465)	to wholesalers. The purchase record is required to be filed with the DNR each month, even if there are no transactions to report. They may include, but may not be limited to, dealers, wholesalers, types of fish sold, and volume of fish sold.	Date created PLUS: 6 years THEN: Destroy	
Item #	Series Title	Series Description	Retention Period	Approval Date
38949	Report All Poaching	The records document poaching allegations	RETAIN UNTIL:	9/30/2014

-	(RAP) Complaint Files (supersedes item #5464)	where it was determined that no further investigation or action needs to be taken. They may include, but may not be limited to, Reports of Complaint, Field Requests for Special Investigation Assistance, correspondence, and notes. Copies of these files are maintained by local district offices.	Date created PLUS: 60 years THEN: Destroy	
38950	Computer Aided	These records document all investigations	RETAIN UNTIL:	9/30/2014
-	Dispatch (CAD) Data (supersedes item #5466, 5467)	conducted under the Report all Poaching (RAP) program. It replaces the RAP system. They may include, but may not be limited to, applications for rewards, and investigation information.	Investigation is closed PLUS: 5 years THEN: Destroy	
38951	Incident Reports	These records document various	RETAIN UNTIL:	9/30/2014
-	(supersedes item #5466, 5499, 5522)	investigations conducted by LED personnel. They may include, but may not be limited to, complaints, incident reports, investigative reports, domestic violence reports, lab reports, photo logs, transmittal of evidence forms, digital evidence, and supporting documentation. These records are maintained at the local district offices.	Case is closed PLUS: 10 years THEN: Destroy	
38952	Order of	These records document law enforcement	RETAIN UNTIL:	9/30/2014
-	Condemnation/ Report/Seizure	orders. They may include, but may not be limited to, condemnation and confiscation complaint forms (PR 9138.1), condemnation and confiscation orders to show cause (PR 9138-2), condemnations and confiscations (PR 9138-3), chain of custody (PR 9126), and seized property records.	Court approves or denies the condemnation request PLUS: 7 years THEN: Destroy	
38953	Chain of Custody	These records document the chain of	RETAIN UNTIL:	9/30/2014

-	and Evidence Logs	custody of evidence. They may include, but may not be limited to, chain of custody forms (PR 9126), and condemnation and evidence logs.	Case is closed, or until equipment is returned or condemned, or until the	
Item #	Series Title	Series Description	Retention Period	Approval Date
			contraband or game is disposed of PLUS: 7 years THEN: Destroy	
38954	Interim Bond	These records document individuals posting	RETAIN UNTIL:	9/30/2014
-	Receipt	monetary bond as a receipt for cash received by an officer documenting the bond transfer from the individual to the officer and from the officer to the court. They may include, but may not be limited to, Interim Bond Receipts (PR 9155).	Bond it returned or forfeited PLUS: 5 years THEN: Destroy	
38955 -	Permit Records	These records document permits that are issued for dip nets, taxidermy, damage and nuisance animal control, education, etc.	RETAIN UNTIL: Permit expires and the holder fails to renew it PLUS: 5 years THEN: Destroy	9/30/2014
38956	Inspection Records	These records document inspections	RETAIN UNTIL:	9/30/2014
-		performed by LED personnel. They may include, but may not be limited to, taxidermy, minnow dealer, deer processor, rehabilitation, falconry, commercial fish, game bird hunt preserve, and captive animals.	Permit expires and the holder fails to renew it PLUS: 5 years THEN: Destroy	
38957	Report of Pelts	These monthly reports are submitted by	RETAIN UNTIL:	9/30/2014

-	(supersedes item #5468)	people licensed to sell fur, hides and pelts. They identify the number and kinds of raw furs, hides, or pelts of fur-bearing animals, or the plumage, skins or hides (or parts thereof) of protected game birds and game animals that were purchased or sold during the preceding month, as well as purchaser information.	Date created PLUS: 6 years THEN: Destroy	
38958	Charter Boat	These records document for bi-annual and	RETAIN UNTIL:	9/30/2014
-	Inspection Program Records (supersedes item #5479)	five year inspections of charter boats. They may include, but may not be limited to, registrations and applications for inspection, drydock examination	Charter boat owner fails to have vessel inspected	
Item #	Series Title	Series Description	Retention Period	Approval Date
		worksheets, safety inspection worksheets, certificates of inspection-vessel carrying passenger, and insurance documentation. Copies are maintained by the inspecting officer and district offices.	according to the schedule mandated by law PLUS: 7 years THEN: Destroy	
38959	Uniform Hunter	These records document when a hunter is	RETAIN UNTIL:	9/30/2014
-	Casualty Reports (supersedes item #5481)	injured by sporting arms outside of the home, arising from the activity of hunting, including travel to and from the hunting field. They may include, but may not be limited to, the county, date of casualty, time of day, type of casualty, inquiries, name of attending physician, shooter information, victim information, casualty facts, investigator signature/agency/title, and date.	Date created PLUS: 10 years THEN: Destroy	
38961	Boating Accident	These records document boating accidents.	RETAIN UNTIL:	9/30/2014

-	Reports (supersedes item #5483, 5484)	They may include, but may not be limited to, the time and place of accident, vessel data, swimming ability of victim, weather conditions, victim information, probable cause of accident, arrests, and witness data. Attached may be local law enforcement investigation information.	Date created PLUS: 10 years THEN: Destroy	
38962	Ticket Assignment	These records document appearance ticket	RETAIN UNTIL:	9/30/2014
-	Records (supersedes item #5517)	books which are issued to DNR law enforcement officers. The officers sign the ticket stubs which verify that they received a specific ticket number sequence.	Date created PLUS: 5 years THEN: Destroy	
38963	Appearance Ticket	These records document violations of state	RETAIN UNTIL:	9/30/2014
-	Complaint Abstracts (supersedes item #5518A)	law, local act/ ordinance, administrative rules, commission order, or Director's order. They may include defendant information, description of incident, violation of law, property seized, appearance requirements, etc.	Date created PLUS: 5 years THEN: Destroy	
38964 -	Appearance Ticket Complaint Data	These records document appearance ticket complaints. Data may include defendant	RETAIN UNTIL: Date created	9/30/2014
Item #	Series Title	Series Description	Retention Period	Approval Date
	(supersedes item #5518B)	information, description of incident, violation of law, property seized, appearance requirements, etc.	PLUS: 20 years THEN: Destroy	

38965 -	Buoy Permits	These records document permits that are issued to authorize placement of buoys. They may include, but may not be limited to, applicant information, location of the buoy, and the purpose of the buoy.	RETAIN UNTIL: Permit expires and the holder fails to renew it PLUS: 7 years THEN: Destroy	9/30/2014
38966 -	Marine Event Permits	These records document the authorization to use the water surface for a specific period of time, at a specific location.	RETAIN UNTIL: Permit expires PLUS: 3 years THEN: Destroy	9/30/2014
38967 -	Livery Boat Permits	These records document permits that are issued to board liveries that operate in Michigan. They may include, but may not be limited to, company information, number of boats, and types of boats.	RETAIN UNTIL: Permit expires PLUS: 3 years THEN: Destroy	9/30/2014
38968 -	Audio/Video Evidence	These records document evidence created by law enforcement officers that is not related to an incident or an arrest. They may include, but may not be limited to, audio or video recordings.	RETAIN UNTIL: Date created PLUS: 1 month THEN: Destroy	1/9/2018
40865A -	Outdoor Recreation Safety Student Records (supersedes item #5477A)	These records document hunter safety, marine safety, snowmobile safety, and ORV safety classes. They may include, but may not be limited to, student attendance records. The instructor retains the yellow copy of this record.	RETAIN UNTIL: Date created PLUS: 7 years THEN: Destroy	1/9/2018
40865B -	Outdoor Recreation Safety Student Data (supersedes item #5477B)	These records document student attendance for various recreation safety classes, including hunter safety, marine safety, snowmobile safety, and ORV safety.	RETAIN UNTIL: Student dies or 100 years, whichever is sooner THEN: Destroy	1/9/2018
40866A -	Outdoor Recreation Safety Instructor Records	These records document the credentials of certified outdoor recreation safety program instructors. They may include, but may not	RETAIN UNTIL: Date created	1/9/2018
Item #	Series Title	Series Description	Retention Period	Approval Date
	(supersedes item #5478A)	be limited to, Michigan Recreational Safety Training Instructor Applications (PR-9186), written examinations, and background information.	PLUS: 7 years THEN: Destroy	

40866B -	Outdoor Recreation Safety Instructor Data (supersedes item #5478B)	These records document people who are certified outdoor recreation safety program instructors.	RETAIN UNTIL: Instructor is no longer certified to teach the program, dies, or 80 years, whichever is sooner THEN: Destroy	1/9/2018
40867 -	Hunter Safety Federal Aid Documentation (supersedes item #5482)	This documentation is submitted to the federal government to obtain money to fund hunter safety education programs. The documentation may include, but may not be limited to, budgets, performance reports, and correspondence.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	1/9/2018

SCHEDULE B
Service Level Agreement

21. 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 **Section 21** shall have the respective meanings given to them in the Contract.

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

“**Availability**” has the meaning set forth in **Section 24(a)**.

“**Availability Requirement**” has the meaning set forth in **Section 24(a)**.

“**Available**” has the meaning set forth in **Section 24(a)**.

“**Contractor Service Manager**” has the meaning set forth in **Section 23.1**.

“**Corrective Action Plan**” has the meaning set forth in **Section** Error! Reference source not found..

“**Critical Service Error**” has the meaning set forth in **Section** Error! Reference source not found..

“**Exceptions**” has the meaning set forth in **Section 24.2**.

“**Force Majeure Event**” has the meaning set forth in **Section** Error! Reference source not found..

“**High Service Error**” has the meaning set forth in **Section** Error! Reference source not found..

“**Hosted Services**” has the meaning set forth in **Section 22.1(a)**.

“**Low Service Error**” has the meaning set forth in **Section** Error! Reference source not found..

“**Medium Service Error**” has the meaning set forth in **Section** Error! Reference source not found..

“**Resolve**” has the meaning set forth in **Section** Error! Reference source not found..

“**Scheduled Downtime**” has the meaning set forth in **Section 24.3**.

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

“**Service Availability Credits**” has the meaning set forth in **Section 24.6(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** Error! Reference source not found..

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

“**Service Period**” has the meaning set forth in **Section 24(a)**.

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

“**Software Support Services**” has the meaning set forth in **Section** Error! Reference source not found..

“**State Service Manager**” has the meaning set forth in **Section 23.2**.

“**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 Request**” has the meaning set forth in **Section** Error! Reference source not found..

“**Support Service Level Requirements**” has the meaning set forth in **Section** Error! Reference source not found..

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

22. Services.

22.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”);

(b) the Software Support Services set forth in **Section** Error! Reference source not found. of this Schedule;

23. Personnel

23.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). The Contractor Service Manager will be considered Key Personnel under the Contract.

23.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

24. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services 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 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 are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

24.2 Exceptions. No period of Hosted Service 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 24.3**.

24.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services 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.

24.4 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.

24.5 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 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 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.

24.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services 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 provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥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 24.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services 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.

5. SLA

1.) Customer support (student support) - respond to inquiries within 4 hours

2.) Customer support (instructor support) - respond to inquiries within 3 hours

3.) Customer support (agency support) - respond to inquiries within 2 hours

4.) Server response time - KE guarantees 99.99% server uptime. Should any server disruption take place, Kalkomey will notify agencies immediately and communicate a plan to resolve.

5.) Feature requests - Kalkomey will acknowledge receipt of a feature request within 1 business day

6.) Bugs - Kalkomey will acknowledge receipt of a reported bug within 1 business day, and will resolve the bug in 1 day if categorized as critical by product owner, 3 business days if categorized as high, 10 business days if categorized as medium, and will communicate ETA for trivial bugs.

SCHEDULE C 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 **Section Error!** Reference source not found. shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 0** of this Schedule.

“**Contractor Systems**” has the meaning set forth in **Section Error!** Reference source not found. 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 Management Act of 2002 (44 U.S.C. ch. 35, subch. III § 3541 et seq.).

“**Hosted Services**” means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support 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.

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

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

“**PSP**” means the State’s IT Policies, Standards and Procedures located at:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”). The Contractor Security Officer will be considered Key Personnel under the Contract.

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

3.1 maintain FedRAMP certification for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain FedRAMP certification, the State may move the Software to an alternative provider, at contractor’s sole cost and expense;

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

3.3 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 the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP;

3.4 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.5 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 "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems 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) the State's Confidential Information 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's Confidential Information;

3.6 ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;

3.7 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

3.8 ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and

3.9 assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

4. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems 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** Error! Reference source not found.. 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.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services (“**Contractor Systems**”) and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1 maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State’s Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State’s Confidential Information and any other information relevant to its compliance with this Schedule;

6.2 upon the State’s request, 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 Contractor Systems and their housing facilities and operating environments; and

6.3 if requested by the State, provide a copy of Contractor’s FedRAMP System Security Plan. The System Security Plan will be recognized as Contractor’s Confidential Information.

7. Nonexclusive Remedy for Security Breach. 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.

8. PCI Compliance.

8.1 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.

8.2 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, and Discover) 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.

8.3 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.

8.4 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.

8.5 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.

8.6 The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) 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.

SCHEDULE E
Disaster Recovery Plan

Provide by Kalkomey under separate cover.

**SCHEDULING F
LICENSING AGREEMENT**

**SUBSCRIPTION AGREEMENT
FOR
KE EVENT MANAGER**

Kalkomey Enterprises, LLC. (“KE”) has developed a Web-based application, the KE Event Manager, to provide a service that allows state agencies to manage any of their educational events (classroom courses, field days) offered to the public (“KE Service”). The KE Event Manager provides for scheduling events by instructors, online registration for events by students, recording of event results by instructors, and transfer of event data to the State. The Michigan Department of Natural Resources (“Subscriber”) desires to subscribe to the KE Service (as defined below). KE desires to provide access to the KE Event Manager and provide the KE Service on the terms and conditions set forth herein and in Contract No. 171-180000001210.

TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

1.1 “Event” means a specific instance of a Program. For example, a Hunter Education Field Day held at a specific location, on a specific date/time, and taught by a specific instructor(s).

1.2 “KE Event Manager” means the technology, including software and infrastructure, used by KE to deliver the KE Service to Subscriber in accordance with this Agreement.

1.3 “KE Service” means the online service delivered by KE to Subscriber using the KE Event Manager.

1.4 “Program” means a type of educational offering, which requires registration by the public. Examples include: a Hunter Education Field Day; a Hunter Education Classroom Course; a Boater Education Classroom Course; a Boater Education Proctored Exam; an ORV Clean Up Project; or an ORV Hands-On Training Course.

1.5 “Subscriber Data” means any electronic data or information contained in any database, or other document submitted by Subscriber through the KE Service. Subscriber Data includes, but is not limited to, information on its Event locations, instructors, Program documents, Events, Event completion data, and student scores. Subscriber Data constitutes State Data as defined in Contract No. 171-180000001210.

1.6 “Subscriber Fee” means the fee paid for access to the KE Service. “Subscriber Fee” is referred to as “Fee” in Contract No. 171-180000001210.

1.7 “Subscription Administrator” means the individual assigned by Subscriber having responsibility for all administrative and billing matters relating to Subscriber’s use of the KE Service.

1.8 Reserved

1.9 “User ID” means the unique identification name and password assigned to each User in order to allow access to the KE Service.

1.10 “Users” means Subscriber’s employees, representatives, contractors or agents who are authorized to use the KE Service on behalf of Subscriber. “Users” are referred to as “Authorized Users” in Contract No. 171-180000001210.

2. KE SERVICE.

2.1 Subscription to the KE Service. Subject to the terms of this Agreement and Contract No. 171-180000001210, KE hereby grants to Subscriber a non-sublicensable, non-transferable, non-exclusive subscription to access and use the KE Service by the Users engaged in administering or teaching the Program(s) for which the Subscriber has paid the applicable Subscriber Fee.

2.2 Users. Access to the KE Service cannot be shared with anyone other than a User.

3. SUBSCRIBER’S USE OF THE KE SERVICE.

3.1 Access and Security Guidelines. KE will establish accounts for the Subscription Administrator and an initial set of Users supplied by the Subscriber. Thereafter, the Subscription Administrator may create additional User accounts using the interface provided within the KE Event Manager. Subscriber shall be responsible for ensuring the security and confidentiality of its User IDs.

3.2 Reserved

3.3 Use Restrictions. Subscriber will not, and will not attempt to: (a) allow a third party to access the KE Service or otherwise use the KE Service for the benefit of a third party or to operate a service bureau; (b) copy, modify or make derivative works based on any part of the KE Event Manager; or (c) otherwise use the KE Service in any manner that exceeds the scope of use permitted under Section 2.1 hereof. **4.**

Reserved

5. OWNERSHIP.

5.1 KE Event Manager and Technology. Subscriber acknowledges that KE retains all right, title, and interest in and to the KE Event Manager and all software, materials, formats, interfaces, information, data, content, and KE proprietary information and technology used by KE or provided to Subscriber in connection with the KE Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Subscriber or learned as a result of Subscriber’s use of the Service (the “KE Technology”), and that the KE Technology is protected by intellectual property rights owned by or licensed to KE. Other than as expressly set forth in this Agreement and Contract No. 171-180000001210, no license or other rights in the KE Technology are granted to the Subscriber, and all such rights are hereby expressly reserved by KE.

5.2 Subscriber Data. Subscriber retains all right, title, and interest in and to the Subscriber Data. Subscriber grants to KE all necessary licenses in and to such Subscriber Data solely as necessary for KE to provide the KE Service to Subscriber or as required by law. Subscriber will be solely responsible for providing all Subscriber Data required for the proper operation of the KE Service. KE will not knowingly

use or access any Subscriber Data unless required to do so in order to perform services on behalf of Subscriber.

STATE OF MICHIGAN

Contract No. 171-18000001210
DNR LED Recreational Safety Training Integrated Services Contract

SCHEDULE G PRICING

1. Price proposals must include all costs for the implementation, licensing, and ongoing support of the Solution. Contractor should generate a pricing schedule as follows:
 - Implementation Services. Contractor shall include all costs associated with implementation services (e.g. configuration, migration, integration, testing and training). All costs shall be on a fixed-fee basis and must correspond to the relevant milestones set forth in the Milestones and Deliverables Section of **Exhibit A - Project Scope**.
 - Licensing. Contractor shall include annual costs for subscription-based licenses for 5 years with 5, 1-year options, which shall cover all intended users of the Solution (refer to the estimated number and type of users identified in the **User Type and Capacity Section of Exhibit A - Project Scope**). While the State is looking for precise pricing based on the estimated number of users, Contractor is encouraged to also provide a separate, tiered pricing model to afford the State discounted pricing based on potential increases in volume in the future. If Contractor offers an enterprise pricing model (e.g. unlimited number of users), it is encouraged to separately provide that pricing option as well.
 - Support and Maintenance. Annual subscription-based license costs should include standard support and maintenance for the Solution to meet the requirements of **Schedule B to the Contract Terms- Service Level Agreement**, and therefore maintenance and support should not be charged separately.
 - Publication/Printed Materials. Unit cost for publications/printed materials includes shipping and is not charged separately.
2. Price proposals must include a 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). If Contractor differentiates between on-site and remote services, provide pricing for both.
3. Price proposals must include fixed-price fees for ongoing training beyond the initial Implementation Services. If Contractor offers remote web-based and onsite training, provide pricing for both.
4. Price proposals may include pricing for any other additional products or services offered by Contractor that relates to this contract.

Contract 18000001210

Pricing

1) Event Manager:

\$39,569.37/year for 5 programs and 33,000 registrants, subscription increase fee not to exceed 3% annually. The subscription fee will not increase more than three percent (3%) over the prior year's subscription fee given there has been no increase or decrease in the number of programs or increase or decrease in the annual number of registrations. Increases or decreases in the number of programs or annual number of registrations will be addressed by a new order form reflecting the updated requirements and resulting subscription fee.

2) Online Courses:

- a) Hunter Education Course = No cost to MDNR. \$24.95 or \$29.50*, paid by student
- b) Boater Education Course = No cost to MDNR. \$24.95 or \$29.50*, paid by student
- c) Snowmobile Education Course = No cost to MDNR. \$24.95 or \$29.50*, paid by student
- d) OHV/ORV Education Course = No cost to MDNR. \$24.95 or \$29.50*, paid by student

3) Multifactor Authentication – Annual Cost - \$3,500.00

- a) Cost covers all volume levels

* If \$24.95, Contractor will charge and keep \$24.95 and will not apply any credit towards EM. If \$29.50, Contractor will charge \$29.50 per online course but will credit \$5 of each online course payment towards MI's Event Manager. Should the online course volume multiplied by the \$5 credit enough to fully offset the Event Manager, the remaining credit will be applied toward print purchases as a discount. EM will be billed in arrears as to allow a full year's calculation as provided in the sample breakdown.

Printing Price Proposal

A.1 Minimum Order Requirement:

Publication Name	Minimum Order
Boater Instructor Guide/Exam Key	200
Boater Student Manual/Exam	1000
Boater Handbook	100
Boater CD PowerPoint Presentation	20
Hunter Instructor Guide	200
Hunter Student Manual	1000
Wildlife Identification Guide	100
Hunter CD PowerPoint Presentation	20
Off-Road Instructor Guide/Exam Key	200
Off-Road Student Manual/Exam	1000
Off-Road Handbook	100
Off-Road CD PowerPoint Presentation	20
Snowmobile Instructor Guide/Exam Key	200
Snowmobile Student Manual/Exam	1000
Snowmobile Handbook	100
Snowmobile CD PowerPoint Presentation	20

SHIP-TO ADDRESS: **Michigan Department of Management and Budget
Business Services
Material Management
7461 Crowner Drive
Lansing, MI 48913**

A.2 Pricing Sheets:

Item	Cost
Instructor's Guides - PDF file, or Microsoft Word file with licensed rights to make an unlimited number of copies.	Licensed master copy provided at no charge if it is Contractor's standard national Instructor's Guide, which the DNR or its instructors can then customize as they wish
Classroom Presentation (on CD or digital file)s - master CD or digital file with licensed rights to make an unlimited number of duplicates.	Licensed master copy provided at no charge if it is Contractor's standard national Classroom Presentation, which the DNR or its instructors can then customize as they wish.
Online Handbooks – Develop and maintain on the Internet an interactive version and a downloadable version.	No Charge

Boater Education Materials

	Printed Instructor Guide/Exam Key	Student Manual/Exam	Handbook	Duplicate Classroom Presentation (on CD or digital file)
Minimum number of TEXT pages required for publication	32	64	48	XXXX
Quantity Ordered	Price per Guide	Price per Manual	Price per Handbook	Price per Presentation
20 to 29	XXXX	XXXX	XXXX	\$6.37
30 to 39	XXXX	XXXX	XXXX	\$5.62
40 to 49	XXXX	XXXX	XXXX	\$5.54
50 to 99	XXXX	XXXX	XXXX	\$4.72
100 to 199	XXXX	XXXX	\$59.69	\$3.85
200 to 499	\$10.31	XXXX	\$26.75	\$3.85
500 to 999	\$4.66	XXXX	\$12.10	\$2.97
1,000 to 1,999	\$1.44	\$10.03	\$6.07	\$1.72
2,000 to 2,999	\$0.85	\$4.00	\$1.29	\$1.72

3,000 to 3,999	\$0.83	\$3.50	\$1.21	\$1.38
4,000 to 4,999	\$0.78	\$2.97	\$1.16	\$1.38
5,000 to 5,999	\$0.74	\$2.64	\$1.09	\$1.34
6,000 to 6,999	\$0.71	\$2.56	\$1.03	\$1.34
7,000 to 7,999	\$0.67	\$2.45	\$0.97	\$1.34
8,000 to 8,999	\$0.64	\$2.34	\$0.85	\$1.29
9,000 to 9,999	\$0.61	\$2.25	\$0.78	\$1.29
10,000 to 10,999	\$0.57	\$1.65	\$0.68	\$1.25
11,000 to 11,999	\$0.55	\$1.57	\$0.65	\$1.25
12,000 to 12,999	\$0.53	\$1.52	\$0.61	\$1.25
13,000 to 14,999	\$0.51	\$1.48	\$0.59	\$1.25
15,000 to 15,999	\$0.49	\$1.33	\$0.57	\$1.12
16,000 to 19,999	\$0.49	\$1.21	\$0.55	\$1.12
20,000 to 24,999	\$0.44	\$1.07	\$0.54	\$0.96
25,000 to 29,999	\$0.39	\$0.95	\$0.53	\$0.96
30,000 to 34,999	\$0.37	\$0.90	\$0.52	\$0.96
35,000 to 39,999	\$0.36	\$0.87	\$0.51	\$0.96
40,000 to 44,999	\$0.34	\$0.83	\$0.49	\$0.96
45,000 to 49,999	\$0.33	\$0.79	\$0.48	\$0.80
50,000 to 54,999	\$0.33	\$0.76	\$0.46	\$0.80
55,000 to 59,999	\$0.32	\$0.74	\$0.41	\$0.80
60,000 and over	\$0.31	\$0.74	\$0.37	\$0.80

FREIGHT NOT INCLUDED*

Hunter Education Materials

	Printed Instructor Guide/Exam Key	Student Manual/Exam	Wildlife Identification Guide	Duplicate Classroom Presentation (on CD or digital file)
Minimum number of TEXT pages required for publication	64	96	80	XXXX
Quantity Ordered	Price per Guide	Price per Manual	Price per Guide	Price per Presentation
20 to 29	XXXX	XXXX	XXXX	\$6.37
30 to 39	XXXX	XXXX	XXXX	\$5.62
40 to 49	XXXX	XXXX	XXXX	\$5.54
50 to 99	XXXX	XXXX	XXXX	\$4.72
100 to 199	XXXX	XXXX	\$0.95	\$3.85
200 to 499	\$2.74	XXXX	\$0.95	\$3.85
500 to 999	\$2.56	XXXX	\$0.78	\$2.97

1,000 to 1,999	\$1.93	\$14.16	\$0.68	\$1.72
2,000 to 2,999	\$1.80	\$5.50	\$0.68	\$1.72
3,000 to 3,999	\$1.73	\$4.60	\$0.60	\$1.38
4,000 to 4,999	\$1.65	\$4.00	\$0.60	\$1.38
5,000 to 5,999	\$1.22	\$3.16	\$0.52	\$1.34
6,000 to 6,999	\$1.15	\$3.00	\$0.52	\$1.34
7,000 to 7,999	\$1.07	\$2.85	\$0.52	\$1.34
8,000 to 8,999	\$0.98	\$2.64	\$0.52	\$1.29
9,000 to 9,999	\$0.91	\$2.45	\$0.52	\$1.29
10,000 to 10,999	\$0.84	\$2.03	\$0.49	\$1.25
11,000 to 11,999	\$0.83	\$1.89	\$0.49	\$1.25
12,000 to 12,999	\$0.81	\$1.79	\$0.49	\$1.25
13,000 to 14,999	\$0.77	\$1.78	\$0.49	\$1.25
15,000 to 15,999	\$0.74	\$1.76	\$0.49	\$1.12
16,000 to 19,999	\$0.72	\$1.65	\$0.47	\$1.12
20,000 to 24,999	\$0.69	\$1.53	\$0.46	\$0.96
25,000 to 29,999	\$0.61	\$1.48	\$0.46	\$0.96
30,000 to 34,999	\$0.59	\$1.38	\$0.45	\$0.96
35,000 to 39,999	\$0.57	\$1.38	\$0.45	\$0.96
40,000 to 44,999	\$0.55	\$1.17	\$0.44	\$0.96
45,000 to 49,999	\$0.53	\$1.10	\$0.44	\$0.80
50,000 to 54,999	\$0.52	\$1.00	\$0.43	\$0.80
55,000 to 59,999	\$0.51	\$0.98	\$0.43	\$0.80
60,000 and over	\$0.50	\$0.96	\$0.43	\$0.80

FREIGHT NOT INCLUDED*

Off Road Vehicle Education Materials

	Printed Instructor Guide/Exam Key	Student Manual/Exam	Handbook	Duplicate Classroom Presentation (on CD or digital file)
Minimum number of TEXT pages required for publication	40	64	48	XXXX
Quantity Ordered	Price per Guide	Price per Manual	Price per Handbook	Price per Presentation
20 to 29	XXXX	XXXX	XXXX	\$6.37
30 to 39	XXXX	XXXX	XXXX	\$5.62
40 to 49	XXXX	XXXX	XXXX	\$5.54
50 to 99	XXXX	XXXX	XXXX	\$4.72

100 to 199	XXXX	XXXX	\$56.31	\$3.85
200 to 499	\$17.35	XXXX	\$22.62	\$3.85
500 to 999	\$5.94	\$XXXX	\$13.74	\$2.97
1,000 to 1,999	\$3.15	\$10.03	\$6.07	\$1.72
2,000 to 2,999	\$1.98	\$4.00	\$1.29	\$1.72
3,000 to 3,999	\$1.68	\$3.50	\$1.21	\$1.38
4,000 to 4,999	\$1.20	\$2.97	\$1.16	\$1.38
5,000 to 5,999	\$0.99	\$2.64	\$1.09	\$1.34
6,000 to 6,999	\$0.92	\$2.56	\$1.03	\$1.34
7,000 to 7,999	\$0.85	\$2.45	\$0.97	\$1.34
8,000 to 8,999	\$0.78	\$2.34	\$0.85	\$1.29
9,000 to 9,999	\$0.71	\$2.25	\$0.78	\$1.29
10,000 to 10,999	\$0.68	\$1.65	\$0.68	\$1.25
11,000 to 11,999	\$0.65	\$1.57	\$0.65	\$1.25
12,000 to 12,999	\$0.63	\$1.52	\$0.63	\$1.25
13,000 to 14,999	\$0.61	\$1.48	\$0.61	\$1.25
15,000 to 15,999	\$0.59	\$1.45	\$0.59	\$1.12
16,000 to 19,999	\$0.57	\$1.32	\$0.57	\$1.12
20,000 to 24,999	\$0.55	\$1.24	\$0.55	\$0.96
25,000 to 29,999	\$0.52	\$0.97	\$0.52	\$0.96
30,000 to 34,999	\$0.50	\$0.95	\$0.49	\$0.96
35,000 to 39,999	\$0.48	\$0.90	\$0.47	\$0.96
40,000 to 44,999	\$0.45	\$0.81	\$0.45	\$0.96
45,000 to 49,999	\$0.44	\$0.79	\$0.45	\$0.80
50,000 to 54,999	\$0.43	\$0.76	\$0.40	\$0.80
55,000 to 59,999	\$0.42	\$0.74	\$0.39	\$0.80
60,000 and over	\$0.42	\$0.74	\$0.38	\$0.80

FREIGHT NOT INCLUDED*

Snowmobile Education Materials

	Printed Instructor Guide/Exam Key	Student Manual/Exam	Handbook	Duplicate Classroom Presentation (on CD or digital file)
Minimum number of TEXT pages required for publication	32	48	48	XXXX
Quantity Ordered	Price per Guide	Price per Manual	Price per Guide	Price per Presentation
20 to 29	XXXX	XXXX	XXXX	\$6.37
30 to 39	XXXX	XXXX	XXXX	\$5.62

40 to 49	XXXX	XXXX	XXXX	\$5.54
50 to 99	XXXX	XXXX	XXXX	\$4.72
100 to 199	XXXX	XXXX	\$54.34	\$3.85
200 to 499	\$10.57	XXXX	\$54.34	\$3.85
500 to 999	\$5.34	XXXX	\$13.04	\$2.97
1,000 to 1,999	\$2.73	\$9.73	\$6.07	\$1.72
2,000 to 2,999	\$1.65	\$3.67	\$1.29	\$1.72
3,000 to 3,999	\$1.40	\$3.50	\$1.21	\$1.38
4,000 to 4,999	\$1.22	\$2.97	\$1.16	\$1.38
5,000 to 5,999	\$0.85	\$2.30	\$1.09	\$1.34
6,000 to 6,999	\$0.82	\$2.24	\$1.03	\$1.34
7,000 to 7,999	\$0.76	\$1.99	\$0.97	\$1.34
8,000 to 8,999	\$0.68	\$1.73	\$0.85	\$1.29
9,000 to 9,999	\$0.63	\$1.47	\$0.78	\$1.29
10,000 to 10,999	\$0.57	\$1.35	\$0.68	\$1.25
11,000 to 1,999	\$0.55	\$1.29	\$0.65	\$1.25
12,000 to 12,999	\$0.53	\$1.26	\$0.61	\$1.25
13,000 to 14,999	\$0.53	\$1.24	\$0.60	\$1.25
15,000 to 15,999	\$0.53	\$1.22	\$0.59	\$1.12
16,000 to 19,999	\$0.53	\$1.20	\$0.58	\$1.12
20,000 to 24,999	\$0.51	\$0.97	\$0.57	\$0.96
25,000 to 29,999	\$0.46	\$0.89	\$0.56	\$0.96
30,000 to 34,999	\$0.44	\$0.83	\$0.55	\$0.96
35,000 to 39,999	\$0.42	\$0.82	\$0.54	\$0.96
40,000 to 44,999	\$0.39	\$0.82	\$0.53	\$0.96
45,000 to 49,999	\$0.37	\$0.74	\$0.52	\$0.80
50,000 to 54,999	\$0.36	\$0.69	\$0.51	\$0.80
55,000 to 59,999	\$0.36	\$0.66	\$0.50	\$0.80
60,000 and over	\$0.34	\$0.66	\$0.49	\$0.80

FREIGHT NOT INCLUDED*