



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **MA180000001294**

CONTRACTOR	GiveSmart US, Inc.	STATE	Laura Brancheau	DTMB
	9620 Executive Center Drive N. #200		517-335-1334	
	St. Petersburg FL 33702		brancheaul@Michigan.gov	
	Laurel Lane	Program Manager Contract Administrator	Todd Huhn	DTMB
	805-500-0152			
	laurel.lane@communitybrands.com		HuhnT@michigan.gov	
	VS0048330			

CONTRACT SUMMARY

Donor Program - utilize strategic fundraising campaigns

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 12 Months	September 30, 2025
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 checked="" type="checkbox"/>	1 Year w/ 2 1-Year Options	September 30, 2026
CURRENT VALUE		ESTIMATED AGGREGATE CONTRACT VALUE		
\$177,454.00		\$201,202.00		

DESCRIPTION

Effective 8/15/2025, this contract is extended 1 year, an additional 2 option years may be exercised by the State after this initial 1-year extension; and the contract is increased by \$23,748.00. The revised contract expiration date is 9/30/2026. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 08/12/2025.

FOR THE CONTRACTOR:

GiveSmart US, Inc.

Company Name

E-SIGNED by Amanda Davis
on 2025-07-17 10:29:17 EDT

Authorized Agent Signature

Amanda Davis

Authorized Agent (Print or Type)

2025-07-17 10:29:17

Date

FOR THE STATE: E-SIGNED by Jordan Sherlock

on 2025-08-12 12:43:10 EDT

Signature

Jordan Sherlock

Procurement Manager, Office of Financial Services

Name and Title

DTMB

Agency

2025-08-12 12:43:10

Date



T.H.

Schedule B update – CN4

10/01/2025 – 09/30/2026

Package

QTY	Product Name	UNIT PRICE	Net Total
1	MLA Account	\$23,748.00	\$23,748.00
Package TOTAL:			\$23,748.00

Included Products & Services

QTY	Product Name	UNIT PRICE	Net Total
1	GiveSmart Fundraise Subscription (SaaS)	Included	\$0.00
1	Customer Support	Included	\$0.00
1	Live, Online Training, and eLearning with Certification	Included	\$0.00
50,000	SMS Messages Per Year (134 Characters)	Included	\$0.00
1	Personalized Text Messaging and Analytics Capability	Included	\$0.00
1	Long Form Text Message Capability	Included	\$0.00
1	Form-Level Metrics	Included	\$0.00
1	Channel-Performance Metrics	Included	\$0.00
1	Dashboard: Insights	Included	\$0.00
12	Digital Fundraising Service Campaign (up to 8 hours per campaign)	Included	\$0.00
1	Animated Event Thermometers	Included	\$0.00
1	QR Code Management	Included	\$0.00
1	Event Pages	Included	\$0.00
1	CRM Connect or API Access	Included	\$0.00
1	Merchant Services - 3.5% Processing Fee	Included	\$0.00
Included Products & Services TOTAL:			\$0.00

Additional Products and Services

QTY	Product Name	UNIT PRICE	Net Total
5	Sub-Accounts	Included	Included
Additional Products and Services TOTAL:			Included

TOTAL: \$23,748.00

Sub-Accounts: State of Michigan, Michigan Cares for Tourism, Holly Oaks ORV Park, Belle Isle Conservancy, Michigan

Tree Farm Committee

Option Year 1 Renewal: Effective 10/1/2026 through 9/30/2027 at an annual fee of

\$25,647.00

Option Year 2 Renewal: Effective 10/1/2027 through 9/30/2028 at an annual fee of

\$27,698.00



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management and Budget

320 S. Walnut, Lansing, MI 48913

P.O. Box 30023, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 180000001294

CONTRACTOR	GiveSmart US, Inc. 9620 Executive Center Drive N. #200 St. Petersburg, FL 33702 Laurel Lane 805-500-0152 laurel.lane@communitybrands.com VS0077022
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STATE	Program Manager	Laura Brancheau 517-335-1334 brancheaul@michigan.gov	DTMB
	Contract Administrator	Todd Huhn Phone Number huhnt@michigan.gov	DTMB

CONTRACT SUMMARY

DESCRIPTION: Contract for the Department of Natural Resources, Parks and Recreation Division, to utilize for strategic fundraising campaigns.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW		
October 1, 2018	September 30,2021	2, 1-year	September 30, 2024		
PAYMENT TERMS		DELIVERY TIMEFRAME			
Net 45		N/A			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING			
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE	
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Year	September 30, 2025	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$154,837.00		\$22,617.00	\$177,454.00		

DESCRIPTION: Effective with mutual signature, this Contract is extended an additional year, and is increased by \$22,617.00. The revised contract expiration date is 09/30/2025.

All other terms, conditions, and specifications remain the same. Per contractor, agency, and DTMB Financial Services and State Ad Board approval on 9/10/2024.

Pricing for 10/01/2024 – 09/30/2025

Package

QTY	Product Name	UNIT PRICE	Net Total	
1	MLA Account	\$22,617.00	\$22,617.00	
Package TOTAL:			\$22,617.00	

Included Products & Services

QTY	Product Name	UNIT PRICE	Net Total	
1	GiveSmart Fundraise Subscription (SaaS)	Included	\$0.00	
1	Customer Support	Included	\$0.00	
1	Live, Online Training, and eLearning with Certification	Included	\$0.00	
50,000	SMS Messages Per Year (134 Characters)	Included	\$0.00	
1	Personalized Text Messaging and Analytics Capability	Included	\$0.00	
1	Long Form Text Message Capability	Included	\$0.00	
1	Form-Level Metrics	Included	\$0.00	
1	Channel-Performance Metrics	Included	\$0.00	
1	Dashboard: Insights	Included	\$0.00	
12	Digital Fundraising Service Campaign (up to 8 hours per campaign)	Included	\$0.00	
1	Animated Event Thermometers	Included	\$0.00	
1	QR Code Management	Included	\$0.00	
1	Event Pages	Included	\$0.00	
1	CRM Connect or API Access	Included	\$0.00	
1	Merchant Services - 3.5% Processing Fee	Included	\$0.00	
Included Products & Services TOTAL:			\$0.00	

Additional Products and Services

QTY	Product Name	UNIT PRICE	Net Total	
5	Sub-Accounts	Included	Included	
Additional Products and Services TOTAL:			Included	

TOTAL: \$22,617.00

Sub-Accounts: State of Michigan, Michigan Cares for Tourism, Holly Oaks ORV Park, Belle Isle Conservancy, Michigan Tree Farm Committee



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management and Budget

320 S. Walnut, Lansing, MI 48913

P.O. Box 30023, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 180000001294

CONTRACTOR	GiveSmart US, Inc. 9620 Executive Center Drive N. #200 St. Petersburg, FL 33702 Laurel Lane 805-500-0152 laurel.lane@communitybrands.com VS0077022
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STATE	Program Manager	Laura Brancheau 517-335-1334 brancheaul@michigan.gov	DTMB
	Contract Administrator	Todd Huhn Phone Number huhnt@michigan.gov	DTMB

CONTRACT SUMMARY

DESCRIPTION: Contract for the Department of Natural Resources, Parks and Recreation Division, to utilize for strategic fundraising campaigns.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW		
October 1, 2018	September 30,2021	2, 1-year	September 30, 2023		
PAYMENT TERMS		DELIVERY TIMEFRAME			
Net 45		N/A			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING			
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE	
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Year	September 30, 2024	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$133,699.00		\$21,138.00	\$154,837.00		

DESCRIPTION: Effective with mutual signature, this Contract is extended 1 year, and is increased by \$21,138.00. The revised contract expiration date is 09/30/2024. Contractor has been updated to GiveSmart US, Inc.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Financial Services and State Ad Board approval on 10/10/2023.

Pricing for 10/01/2023 – 09/30/2024

Package

QTY	Product Name	UNIT PRICE	Net Total
1	MLA Account	\$21,138.00	\$21,138.00
Package TOTAL:			\$21,138.00

Included Products & Services

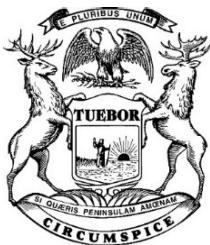
QTY	Product Name	UNIT PRICE	Net Total
1	GiveSmart Fundraise Subscription (SaaS)	Included	\$0.00
1	Customer Support	Included	\$0.00
1	Live, Online Training, and eLearning with Certification	Included	\$0.00
50,000	SMS Messages Per Year (134 Characters)	Included	\$0.00
1	Personalized Text Messaging and Analytics Capability	Included	\$0.00
1	Long Form Text Message Capability	Included	\$0.00
1	Form-Level Metrics	Included	\$0.00
1	Channel-Performance Metrics	Included	\$0.00
1	Dashboard: Insights	Included	\$0.00
12	Digital Fundraising Service Campaign (up to 8 hours per campaign)	Included	\$0.00
1	Animated Event Thermometers	Included	\$0.00
1	QR Code Management	Included	\$0.00
1	Event Pages	Included	\$0.00
1	CRM Connect or API Access	Included	\$0.00
1	Merchant Services - 3.5% Processing Fee	Included	\$0.00
Included Products & Services TOTAL:			\$0.00

Additional Products and Services

QTY	Product Name	UNIT PRICE	Net Total
5	Sub-Accounts	Included	Included
Additional Products and Services TOTAL:			Included

TOTAL: \$21,138.00

Sub-Accounts: State of Michigan, Michigan Cares for Tourism, Holly Oaks ORV Park, Belle Isle Conservancy, Michigan Tree Farm Committee



STATE OF MICHIGAN PROCUREMENT

Department of Technology and Budget

320 S. Walnut St, Elliott-Larsen Building, Lansing Mi 48913

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 180000001294

CONTRACTOR	MobileCause, Inc. 27001 Agoura Rd., Suite 350A Calabasas, CA 91301 Laurel Lane 818-290-8838 laurel@mobilcause.com VS0048330
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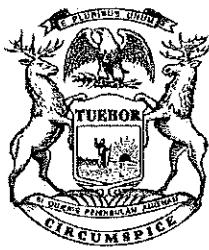
STATE	Program Manager	Laura Brancheau	DTMB
	Contract Administrator	517-335-1334 brancheaul@michigan.gov	
		Kim Marton	DTMB
		517-335-3888 martonk@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Contract for the Department of Natural Resources, Parks and Recreation Division, to utilize for strategic fundraising campaigns.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW		
October 1, 2018	September 30,2021	2, 1-year	September 30, 2021		
PAYMENT TERMS		DELIVERY TIMEFRAME			
Net 45		N/A			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING			
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE	
<input type="checkbox"/>		<input type="checkbox"/>	2 years	September 30, 2023	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
89,699.00		\$44,000.00	133,699.00		

DESCRIPTION: Effective August 1, 2021, \$44,000.00 and extend two, one-year options to this Contract. This Contract is awarded from Request for Proposal (RFP) 180000002852 to establish a subscription to a cloud-based donor database and CRM platform that creates relationships with donors through donor information management, related communications, and strategic fundraising campaigns.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management and Budget
320 South Walnut Street
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 180000001294

between

THE STATE OF MICHIGAN

and

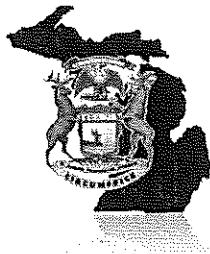
CONTRACTOR	MobileCause, Inc. 27001 Agoura Rd., Suite 350A Calabasas, CA 91301 Victor Limongelli 888-351-7810 victor@mobilecause.com VS0048330
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STATE	Program Manager Laura Brancheau 517-335-1334 brancheaul@michigan.gov	DTMB
Contract Manager Brooke Jones 517-335-0954 Jonesb30@michigan.gov	DTMB	

CONTRACT SUMMARY

DESCRIPTION: Contract for the Department of Natural Resources, Parks and Recreation Division, to utilize for strategic fundraising campaigns.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2018	September 30, 2021	2, 1-year	September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is awarded from Request for Proposal (RFP) # 180000002852 to establish a subscription to a cloud-based donor database and CRM platform that creates relationships with donors through donor information management, related communications, and strategic fundraising campaigns.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$89,699.00	



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 MobileCause, Inc. ("**Contractor**"), a Delaware Corporation. This Contract is effective on 10/1/2018 ("**Effective Date**"), and unless earlier terminated, will expire on 9/30/2021 (the "**Term**").

This Contract may be renewed for up to 2 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)**.

"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.

"HIPAA" has the meaning set forth in **Section 9.1**.

"Hosted Services" has the meaning set forth in **Section 2.1(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.

“Personal Health Information (PHI)” has the meaning set forth in **Section 9.1**.

“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 as may be specified in the applicable Statement of Work.

2.2 Change Notices.

(a) Any modifications or changes to the Services 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 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 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 (ICHA) 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.

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.

(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.

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 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 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 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 (i) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and its related rules and regulations. 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 or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the

State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This **Section 9.5** survives termination or expiration of this Contract.

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

9.7 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 8 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 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 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 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 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 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 to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services 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 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) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY 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 GREATER OF (i) ONE MILLION DOLLARS OR (ii) 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 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 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 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 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 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 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.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<u>Deductible Maximum:</u> \$50,000 Each Occurrence	
Automobile Liability Insurance	
<u>Minimal Limits:</u> If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor	Contractor must have their policy include Hired and Non-Owned Automobile coverage.

vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	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.

(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 Error!** Reference source not found. (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:

MobileCause, Inc.
27001 Agoura Rd., Suite 350A
E-mail: victor@mobilecause.com
Attention: Victor Limongelli
Title: CEO
If to the State:
Cass Building
320 South Walnut Street
Lansing, MI 48933
E-mail: jonesb30@michigan.gov
Attention: Brooke Jones
Title: Contract Administrator

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.

Schedule A	Project Scope
Schedule B	Service Level Agreement
Schedule C	Data Security Requirements
Schedule D	Disaster Recovery Plan

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

MOBILECAUSE, INC.
Donor Engagement Platform

SCHEDULE A PROJECT SCOPE

Contractor and MobileCause are referred to interchangeably throughout these documents.

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 RFP.

Term	Definition
DNR	Department of Natural Resources
PRD	Parks & Recreation Division

2. BACKGROUND

Michigan State Parks have a \$260 million infrastructure deficit, most of which consisting of replacing aging roads, bridges, sewer and water lines, and electrical systems. This means that forward-thinking, more innovative projects (new amenities such as accessible playgrounds, tree houses, or green initiatives) are sidelined as critical needs are met first. However, these are the projects that today's visitor often gets most passionate about as innovations are what drive the relevance of our Michigan state parks, trails and waterways to today and tomorrow's visitor. Working infrastructure is assumed by the customer paying a camping fee, but advancements in visitor services, amenities, and programs that advance sustainability attract and excite our enthusiasts -- enough that they are willing to contribute additional funds to support them. To maximize this philanthropic spirit, our goal is to use a donor engagement platform that cultivates customer relationships through targeted asks and increased awareness of how their support is being used.

3. PURPOSE

The DNR Parks and Recreation Division is seeking a subscription to a cloud-based donor database and CRM platform that creates a relationship with donors through donor information management, related communications and strategic fundraising campaigns.

- In 2019, the agency seeks to raise \$510,000 through managed fundraising campaigns executed through the SaaS in support of the Michigan State Park Centennial. However, this is also meant to build the foundation for an ongoing fund development program that supports Michigan park, trail and waterway projects, programs and places.
- This SaaS will be required to provide campaign and donor tracking to allow program managers to evaluate fundraising campaigns, donor prospects, volunteer and event participation.

4. CONTRACT TERM

The contract term is expected to be 3 years, with 2 one-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 as a result of this RFP 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.

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

MOBILECAUSE RESPONSE:

Contractor's services and products conform to the State's applicable IT policies and standards.

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.

MOBILECAUSE RESPONSE:

Contractor will comply to the State's Acceptable Use Policy.

Look and Feel Standard

All software items provided by the Contractor must adhere to the Look and Feel Standards http://www.michigan.gov/documents/som/Look_and_Feel_Standards

MOBILECAUSE RESPONSE:

Contractor will adhere to the applicable design and development standards.

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 the list of features that can be performed via a mobile device.

MOBILECAUSE RESPONSE:

Contractor's platform has been developed with a 'mobile-first' design methodology. No matter the device, users can access forms on the web quickly and easily. When supporters view a Contractor form on a mobile device, the format automatically optimizes for mobile viewing and form field submission.

ADA Compliance

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

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

MOBILECAUSE RESPONSE:

The Contractor's platform complies with the accessibility standards for disseminating information, website development and information on websites, including computers, software and electronic office equipment and all technologies covered by the Americans with Disabilities Act of 1990 (ADA) law. Contractor can adhere, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. MobileCause can adhere, where relevant, to the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content (i.e. printed materials, where relevant). MobileCause can complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution, if the State requires.

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizens	Write Access	10,000	80
State Employees	Admin Access	3	3
State Employees	Read Only	2	2

Contractor must be able to meet the expected number of concurrent Users.

MOBILECAUSE RESPONSE:

The Contractor's platform can horizontally and vertically scale up to support millions of users. Currently, the system supports more than 25 million donors and volunteers on an annual basis. The Contractor's platform can easily support 10,000 concurrent public citizens and can scale significantly greater, if required.

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?

MOBILECAUSE RESPONSE:

In general, forms are designed to load and submit quickly to optimize the donor experience. Users can view, pull and/or export reports with low lag times, if any. The latency response times for sign up, registration, donation or crowdfunding forms is below 2 seconds. Depending on the data volume, latency periods vary for pulling standardized and ad hoc reporting (i.e. reporting with data less than 500,000 transactions can take up to 5 seconds, where reporting with more than 500,000 to 10,000,000 data records can take up to a few minutes). All reports are delivered quickly and are queued to prevent any impact on system performance or user experience.

7. ACCESS CONTROL AND AUDIT

Contractor's Solution must support multi-factor authentication for privileged/administrative access.

Contractor must explain if the Solution can support Identity Federation/Single Sign-on (SSO) capabilities using SAML or comparable mechanisms.

MOBILECAUSE RESPONSE:

MobileCause does not support the State's standard federated single sign on for end user access as it is a separate SaaS platform that is not dependent upon data from the State's systems. The platform does support multi-factor authentication for privileged/administrative access.

Contractor must explain if there are any Web-based management capability to manage users and data.

MOBILECAUSE RESPONSE:

The State can designate Administrator's to review, manage and analyze user data and supporter/donor data via the web-based MobileCause SaaS platform.

Contractor must explain 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.

MOBILECAUSE RESPONSE:

As part of the annual PCI certification, MobileCause maintains an extensive audit process. All system audits are kept for 12 months for PCI compliance and are held in a log server in Splunk logs. Application Audit is also written (i.e. all user actions). This is in a SQL Database table and only accessible by MobileCause technical staff. Any client/User who wishes to examine the audit logs would have to make a written request to the Contractor Project Manager to submit to the Chief Security Officer. The audit logs can then be extracted in text or csv format.

8. DATA RETENTION

(See Appendix A)

MOBILECAUSE RESPONSE:

MobileCause has reviewed the State's Data Retention Policy (Appendix A). The sections that are relevant include:

Item#	Series Title	Series Description	Retention Period	MobileCause Process
38776	Special Project Files (supersedes item #29245)	These records document special projects that the division is involved in, including Park Closures, Recycling, Park Research, Hunting Closures, Revenue Ideas, Volunteer Program, Statewide Planting Programs, etc. They may include, but may not be limited to, correspondence, reports, and supporting documentation.	RETAIN UNTIL No longer of reference value THEN: Transfer to the Archives of Michigan, where they will be reviewed and select records retained	MobileCause will retain the State's donor data, transaction history, reports throughout the engagement. Upon termination of engagement, MobileCause will transfer all State data via an exported data file. MobileCause will not retain any records after termination of the State's engagement with MobileCause.
38789	Recreation Improvement Project Files	These records document improvements to state parks and recreation areas. They are funded by grants. They may include, but may not be limited to, correspondence, agreements, contracts, final reports, plans, and grant documentation.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Destroy	MobileCause will retain the State's donor data, transaction history, reports throughout the engagement. Upon termination of engagement, MobileCause will transfer all State data via an exported data file. MobileCause will not retain any records after termination of the State's engagement with MobileCause.
38810	Recreation Grant Annual Proposal Process	These records document the annual proposal process for the Recreation Improvement Fund (RIF) and Recreational Trails Program (RTP). They may include, but may not be limited to,	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Destroy	While not required, MobileCause may review grant-related documentation to determine how the State's individual giving program

		calls for proposals, lists of proposals received, meeting agendas (RTP Advisory Board, DNR Trails Steering Committee), final fund decision lists and transmittal memos/letters		can augment or enhance potential grants provided to the State for funding of new projects. These documents would not be housed in the MobileCause platform but could be in the project/customer account information. MobileCause will not retain any records after termination of the State's engagement with MobileCause.
38811	Recreation Grant Proposals	These records document awarded grant proposals for the Recreation Improvement Fund (RIF) and Recreational Trails Program (RTP). They may include, but may not be limited to, grant applications, agreements, payment vouchers, correspondence and close-out documents.	RETAIN UNTIL: Grant is closed out PLUS: 10 years THEN: Destroy	While not required, MobileCause may review grant-related documentation to determine how the State's individual giving program can augment or enhance potential grants provided to the State for funding of new projects. These documents would not be housed in the MobileCause platform but could be in the project/customer account information. MobileCause will not retain any records after termination of the State's engagement with MobileCause.
38840	Special Event Program Records	These records document special event programs administered by the division. These programs may include Day-in-the-Park, Winterfest, Adopt-A-Park, Photo Competitions, Adventure Program, etc. They may include, but not limited to, correspondence, photographs, work schedules, program development documentation and news releases.	RETAIN UNTIL: Program is no longer in operation THEN: Destroy	In conjunction with fundraising events, MobileCause may access and use photographs to promote the events on the designated fundraising event forms, correspondence, social media promotional messages and web pages. MobileCause will not retain any records after termination of the State's engagement with MobileCause.

9. SECURITY

Schedule C – Data Security Requirements to the SaaS Terms and Conditions.

The Solution will be storing sensitive data.

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

<u>State of Michigan Requirement</u>	<u>MobileCause compliance</u>
• Must provide a GovCloud solution that is hosted in a FedRAMP equivalent environment.	X*
• Must be encrypted in transit and at rest using AES 256 bit or higher encryption.	✓
• Must have multi-factor authentication for privileged/administrative access, however this level does not require a hard token at this time. Some other method such as SMMS text with 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.	✓

MOBILECAUSE RESPONSE:

*While the MobileCause solution is not hosted in a FedRAMP certified facility, it does meet the security assessment framework for security documentation, assessing risks, authorizing access and monitoring activity. MobileCause is a certified PCI Level 1 DSS service provider, offering customers the industry's highest level of data security measures, including those outlined in the State's requirements. The platform is PCI, SOC, HIPPA, HITRUST and NIST compliant.

See Exhibit D

MobileCause has reviewed and accepted the Data Security Requirements to the SaaS Terms and Conditions provided by the State.

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.

MOBILECAUSE RESPONSE:

The MobileCause platform supports all commonly used web browsers and will offer future browsers, as needed, at no additional cost to the State.

Contractor must:

<u>State of Michigan Requirements</u>	<u>MobileCause compliance</u>
<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> MobileCause does not need to access any State system's to perform the duties and services outlined in this Request for Proposal.
<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> MobileCause does comply with the current environment (commonly used web browsers) and will support future commonly used web environments, if required, at no additional cost to the State,
<ul style="list-style-type: none"> Describe if it can support the original environment throughout the term of the contract. 	<ul style="list-style-type: none"> MobileCause can and will support the original environment throughout the term of the contract.
<ul style="list-style-type: none"> Describe how it communicates changes to its roadmaps. 	<ul style="list-style-type: none"> The designated Contract Project Manager will provide a quarterly account review that covers campaign performance, fundraising milestones, donor counts and product roadmap development for the current and future states.
<ul style="list-style-type: none"> Identify any plug-ins necessary for the proposed solution to meet the system requirements of this request. 	<ul style="list-style-type: none"> There are no plug-ins necessary to meet the system requirements of this request.
<ul style="list-style-type: none"> Describe how customers collaborate with your organization in the decision-making process for upgrades, maintenance, and change control. 	<ul style="list-style-type: none"> MobileCause has designated a Chief Technology and Security Officer as part of this contract. He and your designated Contract Project Manager will work with you to understand the State's current and future state requirements for upgrades, maintenance and change control. At any time during the engagement, the State can provide input on donor engagement software needs to the designated Contract Project Manager for review.

11. SOFTWARE

Contractor has provided a detailed description of the Solution to be provided under this Contract including, but not limited to, a detailed description of the proposed 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.

For third-party products that are being proposed as part of the overall Solution, Contractor must include any end-user license agreements that will be required to access and use such products.

MOBILECAUSE RESPONSE:

The MobileCause donor engagement platform delivers online, event and mobile fundraising capabilities for nonprofit organizations. Its current version 19.0 offers the following features and functionality:

Key Features	Advantages
<ol style="list-style-type: none"> 1. Credit Card Processing and Merchant Services: 2.5% flat rate processing (includes AMEX); \$0 transaction fees 2. Card processing will be accomplished using a merchant Elavon account. Elavon will charge DNR the processing fees. 	<ul style="list-style-type: none"> · Full merchant account (next-day donations) · Mobile app dedicated for event payment collection (swiper, manual); iOS, Android · Option for donors to pay for credit card processing fees · PCI DSS Level 1 security · 24-48 hour refunds · Pay Pal <p>Ability to select accepted Credit Cards on form (different types)</p>
2. Online Giving and Donor Engagement (website, email, social media, mobile, direct mail landing pages)	<p>Text to Donate</p> <ul style="list-style-type: none"> · Giving/volunteering reminders Website dedicated donation form · Fully customizable online forms Volunteer registrations/sign-ups · Donor surveys · Advocacy petitions with option to sign petition digitally · Paid memberships · Goods & services payment forms · Donation forms · Receive international donations (no localization support and no international currency support) · (WCGA) Web content accessibility guidelines (AA standard) for individuals with disabilities · Embeddable forms, either as a Lightbox or within a webpage · Workplace payroll deduction · Give later (not currently working) · Offline donations
3. Live & Digital Fundraising Events	<ul style="list-style-type: none"> · On-screen Real-Time fundraising thermometer with customizable colors and background (available on a keyword level or a campaign level) · Real-time guest reporting · Event registration · Event ticketing (with customizable fields and data collection) · Event RSVP · Mobile pledging/bidding (Only request card information and payment by phone/sms at the end) · Post-event follow-up communications

4. Crowdfunding & Peer-to-Peer Fundraising	<ul style="list-style-type: none"> • Fully customizable Peer-to-peer fundraising campaigns (including themes, buttons, tabs and functionality ...) (can sort by highest donation, great for fundraising competition) • Team crowdfunding page • Individual crowdfunding pages • Customizable real-time alerts (donations, form submission, etc..) • Corporate Sponsor co-branding • Media Carousel (Images and Video capabilities with auto-play option) • Autoscroll (images automatically cycle through each image or video, with time selection) • Comments section (socially active page) • Moderation capabilities - NPO have full control on approving new fundraisers, team and messaging
5. Donor Communication and Campaign Marketing	<ul style="list-style-type: none"> • Text messaging (ability to send personalized and long form texts, video, tax receipt, social link) • Scheduled communications • Inbox and outbox for text (not email) • Preferred communications (donor can choose how they would like to be contacted) • TCPA & MMA compliance • Social media • Telethon, phonathon • Personalized thank you message (can show how many tickets bought/name/any information captured in a hidden field) • Campaign dashboard
6. Donor Reporting, Gift Management & Subscriptions	<ul style="list-style-type: none"> • Donor data activity • Trackable custom fields (ability to capture any data desired) • CRM import/export or integration • Automated email or text message receipts (gift and payment) • Customizable tax receipts (social media links, video with autoplay option, animated gifs,) • Recurring gift management (weekly, bi-weekly, monthly, annually) • Expired credit card gift donor alerts • Text (SMS) subscription management • Mobile number verification • Offline donation management • Multi form support (Ability to capture data from forms per channel, if there is a need for the form to be different; A/B Testing) • Keyword reset (archiving all activities on a keyword and reset all counters, dashboards and thermometers) • Clear representation on statements

	<p>Braintree "MobileDonation" notifications Merchant account "org name" notification</p>
7. Integrations (who we integrate with)	<p>CRM(daily sync unless manual): -Raisers edge(manual) -Salesforce -Working on getting into SF App exchange -donor perfect -etapestry -bloomerang</p> <p>Payment processors - CardConnect – not being used - Authorize.net – used to connect to Elavon - CyberSource – not being used - PayPal – not being used, unless routed through Elavon merchant account.</p> <p>Social -Twitter - FaceBook</p> <p>Open API -Can integrate with most</p> <p>Data & Analytics - Google Analytics e-commerce (ever evolving) (advanced reporting), providing out of the box dashboards and reports</p> <p>Online & Silent Auction -HandBid. www.handbid.com</p>

There are no 'add-on' modules needed to support the requirements outlined in this Contract proposal.

For the social online auction requirements as part of this engagement, MobileCause integrates with HandBid, www.handbid.com, a leading online and silent auction provider. MobileCause will set-up the State's account and integration as part of the contract.

12. SOLUTION REQUIREMENTS

See **SCHEDULE A - Project Scope** and the attached **SCHEDULE A - Table 1 Business Specification Worksheet**.

Configuration is referred to as a change to the Solution that must be completed by the awarded 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). All configuration changes made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the awarded Contractor without additional costs.

Contractor shall understand that customizations (i.e. changes made to the underlying source code of the Solution) may not be considered.

MOBILECAUSE RESPONSE:

See attached SCHEDULE A - Table 1 Business Specification Worksheet. There are no customizations needed to meet the requirements set forth in this Contract proposal.

13. INTEGRATION

Contractor must review and explain how the Solution will integrate with the systems listed in the Integration List provided by the State. (See Appendix B, C)

MOBILECAUSE RESPONSE:

The MobileCause platform does not currently integrate with First Data PayPoint. However, MobileCause offers a few alternatives that adhere to the State's requirements for processing credit card payments:

CardConnect: With CardConnect, you receive a merchant account that is linked to your MobileCause account. You can use this merchant account to access transaction/deposit reporting, order credit card swipers and process refunds/voided transactions. You receive your donations within 24 hours and receive low credit card processing fees (2.5%) for Visa, Discover, Mastercard and American Express. Using Authorize.net with Elavon merchant account.

Authorize.net: We also support the authorize.net gateway which will be able to integrate your MobileCause account with First Data PayPoint. Does not connect to First Data PayPoint. See below:

A State of Michigan, Department of Natural Resources (DNR) merchant account will be used and MobileCause will use Authorize.net to process payments to Elavon.

NOTE: MobileCause agreed to cover all cost associated with Authorize.net.

NOTE: System is hosted by MobileCause. At no time is cardholder data, processed, transmitted, stored or viewed on any State of Michigan equipment or network.

14. MIGRATION

There are no migration services needed at this time, however the State may need migration services in the future.

MOBILECAUSE RESPONSE:

MobileCause will work with the State on any data migration services that may be relevant to this engagement in the future.

15. TESTING SERVICES AND ACCEPTANCE

Section 4, Service Preparation, Testing and Acceptance, of the SaaS Contract Terms.

MOBILECAUSE RESPONSE:

MobileCause has reviewed and accepted all terms in Section 4, Service Preparation, Testing and Acceptance in the SaaS contract terms without exceptions.

16. TRAINING SERVICES

Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

Contractor must provide details on, and 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.

MOBILECAUSE RESPONSE:

MobileCause will provide training throughout the duration of the engagement. The dedicated Account team will be available for in person, web-based and phone training sessions. With each new product or feature release, your Account manager will share the benefits and ways to incorporate added features to your ongoing fundraising and engagement campaigns.

MobileCause will provide dedicated training sessions for the following groups, on a quarterly basis:

- (a) State system administrators
- (b) State configuration managers
- (c) State survey manager
- (d) State campaign administrator

Our team of fundraising experts have the knowledge and expertise you need to engage your donors and achieve campaign success. They help train your team and get your account up and running quickly. As part of this engagement, you will receive up to 6 hours of in-classroom training annually, in addition to 12 hours of web-based and phone training for users and administrators (trainers).

The MobileCause Fundamentals web-based training series takes you through the most common usage of a MobileCause account, through four different sessions. After every session, you can take a quick quiz to challenge your skills. If you review all four videos or attend the classes (at any time), and pass all four exams, you will receive a Certificate of completion in your email.

MobileCause will provide a local representative to conduct in-person training, when appropriate.

MobileCause hosts a variety of ways to learn best practices for online and mobile fundraising strategies. Each month, the company offers:

- Best practice webinars: Live and recorded sessions on emerging topics of online and mobile fundraising for nonprofit organizations
- MobileCause Academy certification: Weekly training sessions on the MobileCause platform to learn how to be a digital fundraising expert; after attending four (4) 60-min sessions and passing the training quiz, attendees receive an official Digital Fundraising Expert certification
- MobileCause Support site: The MobileCause customer support site offers webinar and video recordings to some of the most common online and mobile fundraising questions.

All training materials will be provided and accessible via the MobileCause support website.

17. HOSTING

See **Schedule B - Service Level Agreement (SLA)** to the **SaaS Terms and Conditions**.

MOBILECAUSE RESPONSE:

MobileCause has reviewed and accepted the State's standard Service Level Agreement (SLA) attached as **Schedule B** to the **SaaS Terms and Conditions** with no exceptions.

MobileCause will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 8 hours, and a Recovery Time Objective (RTO) of 24 hours. MobileCause has included a copy of its Disaster Recovery Plan as **Schedule D** part of this proposal, which should be treated by the State as confidential information.

18. SUPPORT AND OPERATIONS

Support Hours

The State requires the Contractor to provide Support Hours as 24 hours a day, seven days a week

MOBILECAUSE RESPONSE:

MobileCause has reviewed and accepted the State's standard Service Level Agreement (SLA) attached as Schedule B to the SaaS Terms and Conditions without exceptions.

The MobileCause Support Services team is available 24 hours a day, seven 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.

MOBILECAUSE RESPONSE:

For efficiency and accessibility, MobileCause provides its user training and materials online at <https://support.mobilecause.com/>. This online training site for MobileCause customers includes:

- Quick Start Guide
- Training Videos
- MobileCause Academy live training courses
- Step-by-step instructions (guides & videos) on how to set-up fundraising campaigns
- Best practices for online, mobile, social media, event and email fundraising campaigns

The MobileCause Project Manager will provide all training guides digitally to the State, if required, beyond offering access to the Customer Support site. MobileCause can develop and submit for State approval complete, accurate, and timely Solution documentation specific to the State's instance of MobileCause to support all users, and will update any discrepancies, or errors through the life of the contract.

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.

MOBILECAUSE RESPONSE:

MobileCause shall make available to the State, its data in a portable, non-proprietary format, for a period of at least ninety (90) days after termination notice. Upon termination or expiration, such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates until contract renewal; (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 MobileCause may reconcile all outstanding accounts.

With the MobileCause SaaS solution, there is no requirement for migration to transition into using the platform. The transition out is outlined as above. MobileCause provides a data file to the State to use and access should the engagement be terminated.

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.

MOBILECAUSE RESPONSE:

There are no additional Solution functionality, products or services that the State specifications did not address needed for this proposal.

22. CONTRACTOR KEY PERSONNEL

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

MOBILECAUSE RESPONSE:

Contractor Contract Administrator. Contractor has identified 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: Christy Noel
Address: 27001 Agoura Rd., Suite 350A
Calabasas, CA 91301
Phone (818) 446-1496
Email cnoel@mobilecause.com

Contractor Project Manager. Contractor has identified the 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: Katie Keating
Address: 27001 Agoura Rd., Suite 350A
Calabasas, CA 91301
Phone: (818) 960-1072
Email: katie@mobilecause.com

Contractor Service Manager. Contractor has provided the name of the 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: Leah Libolt
Address: 27001 Agoura Rd., Suite 350A
Calabasas, CA 91301
Phone: (818) 351-5315
Email: llibolt@mobilecause.com

Contractor Security Officer. Contractor has provided the name of the 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: Gerard Mackey
Address: 27001 Agoura Rd., Suite 350A
Calabasas, CA 91301
Phone: (818) 575.6808
Email: ged@mobilecause.com

23. CONTRACTOR PERSONNEL REQUIREMENTS

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

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

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

MOBILECAUSE RESPONSE:

As part of the employment process at MobileCause, all prospective employees undergo a background check. If awarded this engagement, MobileCause will undergo further background checks (ICHAT) with Universal Background Screening (accredited by the National Association of Professional Background Screeners), who follow State and

Federal regulations and industry best practices for background screening services. We initiate the order online which includes the following:

- USA Criminal Search
- County and State search
- Social Security verification

The turnaround time, on average, is 48 hours and MobileCause will provide the full results to the State of Michigan.

In addition, MobileCause will initiate drug testing online with the same vendor and can accommodate any method of drug testing required (i.e. oral, hair follicle, blood). The drug testing labs are LabCorp and Quest Diagnostics.

The turnaround time, on average, is 48 hours and MobileCause will provide the full results to the State of Michigan.

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.

MOBILECAUSE RESPONSE:

MobileCause does not require any further State resources for the successful implementation and ongoing support of this engagement.

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.

MOBILECAUSE RESPONSE:

At the start of the engagement, the MobileCause Contract Administrator and the Project Manager will facilitate a project kick off meeting 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, the MobileCause Project Manager will facilitate weekly meetings to provide updates on implementation progress. Following go-live, the MobileCause Project Manager will facilitate monthly meetings (or as needed during active fundraising campaigns) to ensure ongoing project success.

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:

<u>State of Michigan's Requirements</u>	<u>MobileCause Compliance</u>
• 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 will provide specific reports 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.

MOBILECAUSE RESPONSE:

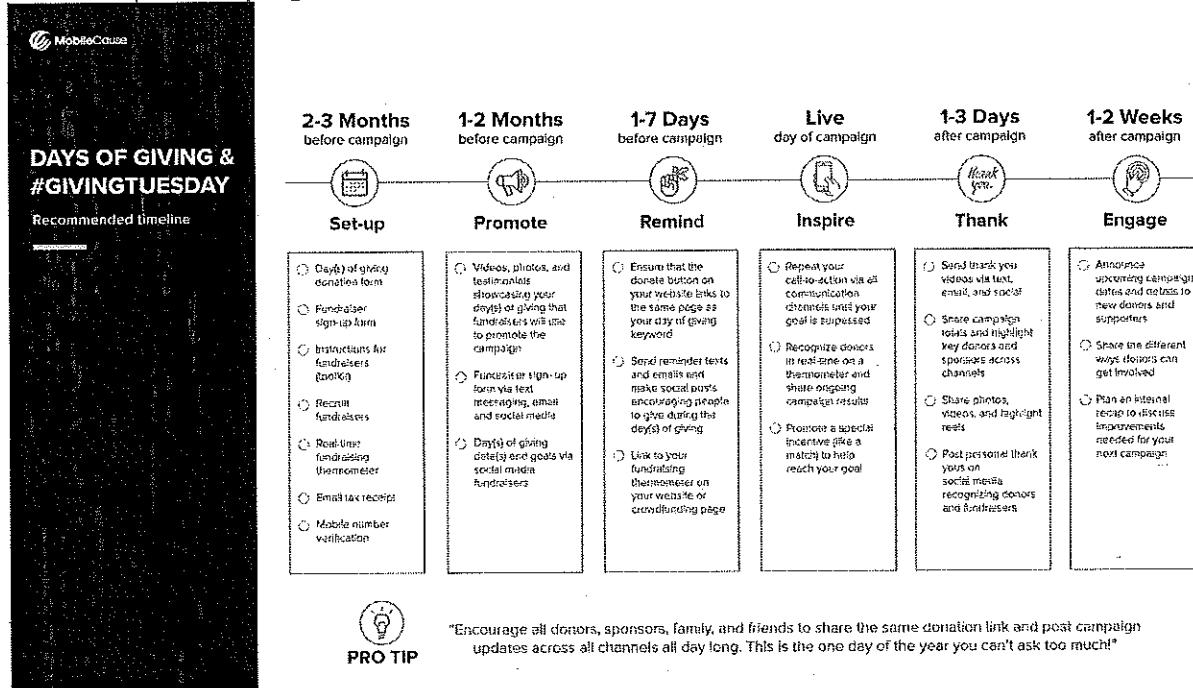
MobileCause can create standard or custom reports to keep the State's team apprised of project progress throughout the engagement. At the project kick-off meeting, the Project Manager will discuss specific reports requirements to prepare for the duration of the engagement.

Standard Reports include:

- Project Schedules: Include project plans, milestones, State feedback required, MobileCause action items, meetings scheduled

- Campaign Schedules: Include campaign activities, content development, form creation, social media promotion, run-of campaign and post campaign insights. Campaign reports can include:
 - Campaign performance
 - Average gifts
 - # of gifts/donations
 - Total raised
 - # of recurring gifts
 - Email reporting
 - Custom campaign report (Digital Marketing Services)
 - Form-level metrics –visits, conversion rates
 - Campaign performance by channel (email, text, online) by form

See sample campaign schedule



27. MILESTONES AND DELIVERABLES

Contractor provides the following Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth by the State of Michigan. 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.

MOBILECAUSE RESPONSE:

Work Breakdown Structure (WBS)

Milestone Event	Associated Milestone Deliverable(s)	Schedule	MobileCause responsibility
Project Planning	Project Kickoff	Contract Execution + 10 days	Once contract awarded, Katie to schedule a kick-off meeting and set-up basic account information and forms within 10 days.
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Execution + 60 days	With the MobileCause SaaS platform, the State will get access to and use of the system on Day 1. There will be minimal validation and implementation procedures for the State to review. MobileCause will get the State's initial campaign up and running within 30 days.
Configuration of software	Final Solution and Testing Document	Execution + 90 days	With the MobileCause SaaS platform, the State will get access to and use of the system on Day 1. There will be minimal solution and testing procedures for the State to review. MobileCause will get the State's account up and running within 30 days.
Completion of Implementation Training	Delivery of Classroom and Train the Trainer training and related training materials.	Execution +110 days	All State Users can sign up for MobileCause Academy training on Day 1. This 4-hour live web-based course (over a 4-week period) will get the State's team trained on the MobileCause platform. At the successful completion of the course, users will receive a 'Digital Fundraising' certification. Live, in person, 'Train the Trainer' sessions can be scheduled at the State's convenience within 110 days.
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	Execution+120 days	With the MobileCause SaaS platform, the State will get access to and use of the system on Day 1. There will

Milestone Event	Associated Milestone Deliverable(s)	Schedule	MobileCause responsibility
			be minimal testing and acceptance procedures for the State to review. MobileCause will get the State's account up and running within 30 days.
Production Support Services	Ongoing after Final Acceptance.	Ongoing	The MobileCause support services team will be available 24 hours a day, 7 days a week via phone, email or text message.

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.

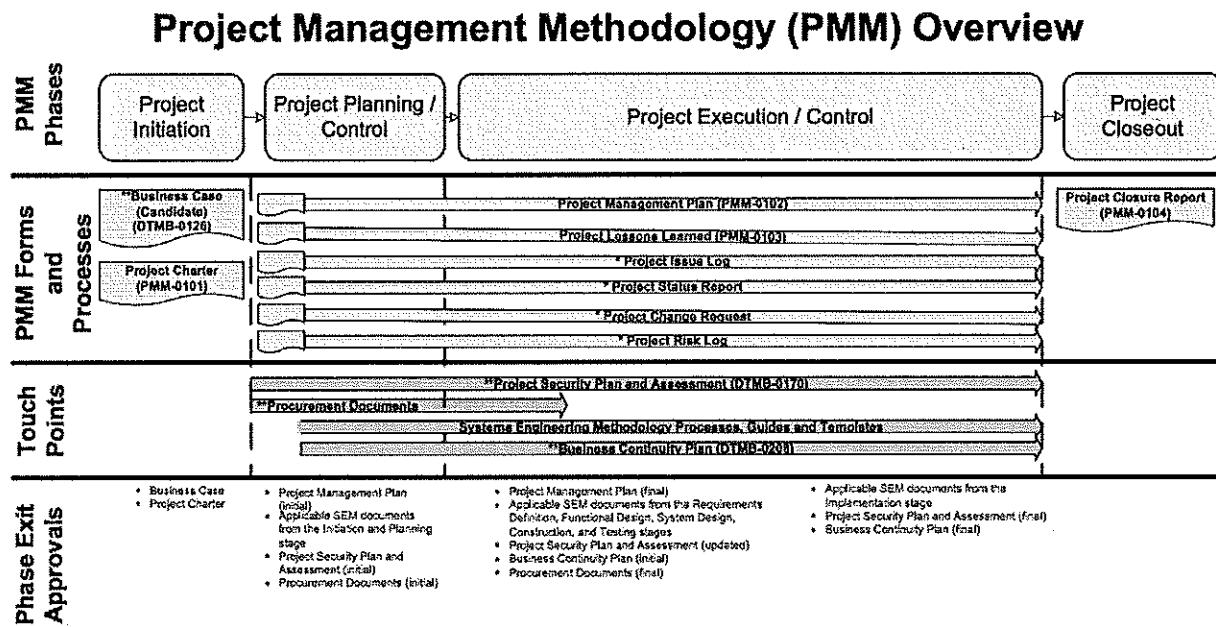
SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's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

MOBILECAUSE RESPONSE:

MobileCause has reviewed the PMM/SEM SUITE templates and will utilize these documents to provide ongoing communication and progress updates on the engagement. The team will follow the PMM Overview structure to ensure the State's project team has an understanding of project status at all times:



28. PRICING

See Exhibit C - Pricing

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.

MOBILECAUSE RESPONSE:

See Exhibit C – Pricing for a detailed description of all costs associated with implementing, maintaining and supporting the MobileCause donor engagement platform.

MobileCause offers a 2% discount on invoices paid within net 10 days.

Travel and Expenses

The State does not pay for overtime or travel expenses.

MOBILECAUSE RESPONSE:

MobileCause acknowledges the State's travel and expense reimbursement policy and will not charge 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.

MOBILECAUSE RESPONSE:

MobileCause can work with the State to identify any additional services or products needed during the duration of this contract (i.e. additional text messages).

STATE OF MICHIGAN

Donor Engagement Platform
MOBILECAUSE, INC.

Schedule A – Table 1

BUSINESS SPECIFICATION WORKSHEET

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.
MANDATORY MINIMUM							
1.0	Bidder must have existing donor software in at a minimum of 4 years with established client base of similar scope and size of the State of Michigan.	X					<p>Founded in 2008, MobileCause has partnered with more than 4,000 nonprofit organizations on their donor engagement and fundraising campaigns. Over 25 million donors have engaged with nonprofits via our software, contributing more than \$200 million in donations.</p> <p>See attached examples of relevant case studies.</p>
REQUIRED							
2.0	Bidder must provide an annual fee-based subscription to a cloud-based customer relationship manager (CRM) platform with a focus on donor contributions.	X					<p>The MobileCause cloud-based platform allows you to upload donor records, keep track of donor activity and run reports on campaign performance without the need of installing any hardware or software on premise. Standard donor activity that can be tracked through the platform includes:</p> <ul style="list-style-type: none"> - # of donors

						<ul style="list-style-type: none"> - # of donations - # of recurring gifts - Average gift size - Total raised
2.1	<p>The solution must allow PRD to track:</p> <ul style="list-style-type: none"> (a) Donor data (b) Volunteer RSVP (c) Contribution amounts (d) Reason for giving (or campaign) (e) Donor/Volunteer demography information 	X				<p>The MobileCause platform will allow PRD to track the following at the donor or volunteer level:</p> <ul style="list-style-type: none"> - # of donations (contribution amounts) - Amount donated - Basic demography information – mailing address, phone numbers, email address - Event registration, attendance - Volunteer sign up - Reason for giving (customized text field on form)
2.2	Solution must provide a dashboard to track campaign progress.	X				<p>The MobileCause platform will allow PRD to track the following via a campaign dashboard:</p> <ul style="list-style-type: none"> - # of donors - # of donations - # of recurring gifts - Average gift size - Total raised - Progress to date
2.3	The solution must support canned reports supporting campaign progress, usage, and trends.	X				<p>The MobileCause platform will allow PRD to track the following details via canned campaign reports:</p> <ul style="list-style-type: none"> - Campaign performance - Average gifts - # of gifts/donations - Total raised - # of recurring gifts - Email reporting (w/Constant Contact) - Custom campaign report (DMS) - Dedicated Dashboard (recurring gifts, donation breakdown) - Custom reports
2.4	<p>Usage and trend reports must include:</p> <ul style="list-style-type: none"> (a) Donation amounts by 	X				<p>The MobileCause platform will allow PRD to track the following details via {donor and volunteer} usage and trend reports:</p>

	<ul style="list-style-type: none"> a. Captured demographics b. Time period(s)/Calendar dates c. Campaign <p>(b) Volunteer RSVP by</p> <ul style="list-style-type: none"> a. Captured demographics b. Time period(s)/Calendar dates c. Campaign 					<ul style="list-style-type: none"> - Basic demography information – mailing address, phone numbers, email address - Dates for campaign duration, donation date/time period - Total raised by campaign
2.5	The solution must support exporting data presented in reports.	X				<p>The MobileCause platform allows you to easily import or export data for reporting and analysis purposes. Simply, select the report or data set you require and the system exports a .csv file for you to further analyze, create charts or presentation files.</p>
2.6	<p>Solution must provide online forms for:</p> <ul style="list-style-type: none"> (a) Memberships (to include pet memberships) (b) Surveys 	X				<p>The MobileCause platform is easy to use and set-up a variety of forms for your fundraising and engagement needs:</p> <ul style="list-style-type: none"> - Memberships give your supporters the option to contribute on an ongoing basis. MobileCause offers the ability to customize forms for monthly, bi-annual or annual membership options. Members can sign up to make recurring payments at regular intervals or all at once. Either way, they receive an automated tax receipt for their records. - Surveys allow you to learn more about your supporters' interests to better inform your fundraising campaigns. MobileCause offers the ability to customize survey forms with open text fields, drop-down menus and multiple-choice responses to capture pertinent data - Our team of fundraising specialists work closely with you to optimize your forms, follow best practices and get them up and running quickly.
3.0	Solution must allow a survey manager to create and view survey results.	X				<p>MobileCause survey forms can be easily set-up, managed and analyzed by a member of your team.</p>
3.1	The solution must allow a response dependent adaptive survey (if answer to			X		<p>MobileCause survey forms will support response dependent adaptive survey questions as part of future enhancements.</p>

	question 3 is yes, then ask questions 4 and 5, otherwise jump to question 6).					
3.2	The solution must support multiple choice responses.	X				MobileCause offers the ability to customize survey forms with open text fields, drop-down menus and multiple-choice responses to capture pertinent data.
3.2.1	The solution must support a multiple-choice response option that includes a narrative response box (i.e., for an "Other" option).	X				MobileCause offers the ability to customize survey forms with multiple choice response option that includes a narrative response box (open text field) to capture pertinent data.
3.3	The solution must support narrative responses.	X				MobileCause offers the ability to customize survey forms with narrative response boxes (open text field) to capture pertinent 'write-in' data.
3.4	The solution must allow the survey manager to create a link that can be delivered via email, SMS text, or published on a web page to access the survey.	X				MobileCause offers the ability to create and share a survey link (URL) via email, SMS text, published on a web page or used in printed materials such as direct mail or posters.
3.5	The solution must allow the survey manager to set the start and end date during which the survey is available for use.		X			MobileCause can enable a start and end date for the survey completion. It is not a standard feature of the platform but is available and can be easily enabled for PRD.
3.6	The solution must support analytical tools to review the survey results.		X			As part of its product roadmap, MobileCause will be releasing survey analytical tools in August 2018 that can support the analysis of survey responses.
3.7	Bidder must provide online and mobile giving options.		X			Since 2008, MobileCause has delivered online and mobile giving solutions exclusively to nonprofit organizations. Today, the company offers peer-to-peer fundraising solutions, online giving tools, mobile messaging and text to donate capabilities along with Digital Marketing Services that serve as an extension of your fundraising and communications team.
4.1	Giving options must include: (a) Text to donate (b) Social online auction		X			As a pioneer in mobile giving, MobileCause launched its Text to donate solution in 2008 to help raise money for natural disasters in Haiti, Japan and Louisiana. The MobileCause Text to donate solution offers: - Text a link to a mobile-friendly donation or sign up form in conjunction with other campaign communication efforts

						<p>such as direct mail, email, social media and online promotion</p> <ul style="list-style-type: none"> - Custom branded keywords (i.e. MICHIGAN, PARKS) to easily promote your campaign - 5-digit shortcodes (i.e. 41444, 51555, 71777) to easily recall where to send a text message - Opt-in text messaging to build your list of subscribers who want to learn more about your organization - Personalized text messages allow you to customize text fields to better connect with supporters - Long form text messages allow you to extend your story to 280 characters (versus the standard 140 characters) <p>Last year, we partnered with Handbid, an industry leader in hosting online and silent auctions. Our integrated solutions allow you to:</p> <ul style="list-style-type: none"> - Set-up a silent or online auction easily - Take advantage of low credit card processing rate: 2.5%
5.0	The solution must allow a campaign administrator to establish one or more campaigns.	X				<p>The MobileCause platform enables you to set-up and run unlimited campaigns simultaneously.</p>
5.1	<p>The solution must allow the following items to be defined for each campaign:</p> <ul style="list-style-type: none"> (a) Start date (b) End date (c) Campaign name (d) Campaign description (e) Dedicated campaign page (f) Crowdfunding option 	X				<p>The MobileCause platform allows any user to set up and manage the following items for each campaign:</p> <ul style="list-style-type: none"> - Campaign duration: While this is not a standard feature, this can be enabled to meet the PRD requirements - Campaign name: Create and edit campaign names - Campaign description: Create and edit campaign descriptions - Dedicated campaign page: Create and edit a dedicated campaign page as well as embed a dedicated campaign donation page onto the State of Michigan's website - Crowdfunding option: Create and edit a crowdfunding/Peer-to-peer fundraising campaign; allow creation and sharing of crowdfunding pages by individual fundraisers

5.2	The solution must allow for overlapping campaigns (more than one campaign can be active at a given time).	X				The MobileCause platform enables you to run unlimited campaigns simultaneously.
5.3	Example campaigns for a given year include: (g) January Sponsor Match (h) February Share Your Love (i) March Centennial Projects (two featured in the month) (j) April Tree Planting Fund Drive (k) May Centurion Donors (l) June Green Initiatives Fund Drive (m) July Playgrounds Fund Drive (n) August Pet Membership Drive (ongoing from this month on) (o) September Trail Fund Drive (p) October Centennial Projects Campaign (two featured in the month) (q) November Invasive Species Fund Drive	X				The MobileCause platform can support these monthly fundraising campaign examples.
5.4	Crowdfunding options must allow a donor or volunteer to elicit support through their social media.	X				All the Social Media settings can be turned off or on. They are pre-populated with messages that include links to bring people back to this Fundraiser page (messages can also be edited). The Social Media buttons show on the left side of the form on larger displays. Volunteer fundraisers can share their fundraising page via: <ul style="list-style-type: none">• Facebook• Twitter• Text Message• Email
5.4.1	The solution must provide a link that is sharable through social media that allows crowdfunding support.	X				The PRD and volunteer fundraisers can share their crowdfunding page via: <ul style="list-style-type: none">• Facebook• Twitter• Text Message• Email

6.0	The solution must support SMS messaging.	X					<p>As a pioneer in mobile giving, MobileCause launched its Text to donate solution in 2008 to help raise money for natural disasters in Haiti, Japan and Louisiana. The MobileCause Text to donate solution offers:</p> <ul style="list-style-type: none"> - Text a link to a mobile-friendly donation or sign up form in conjunction with other campaign communication efforts such as direct mail, email, social media and online promotion - Custom branded keywords (i.e. MICHIGAN, PARKS) to easily promote your campaign - 5-digit shortcodes (i.e. 41444, 51555, 71777) to easily recall where to send a text message - Opt-in text messaging to build your list of subscribers who want to learn more about your organization - Personalized text messages allow you to customize text fields to better connect with supporters - Long form text messages allow you to extend your story to 280 characters (versus the standard 140 characters) - Donors can donate any amount via a MobileCause donation form they receive via SMS messaging; all at a low credit card processing fee (2.5%), no transaction fees or they can pay via the PayPal option
7.0	The solution must comply with PCI Level 1 information security.	X					<p>MobileCause is a PCI Level 1 Service Provider, which is the highest level of compliance available. MobileCause adheres to a rigorous and comprehensive process involving a 3rd party audit by a qualified security assessor (QSA), please review our certificate here: https://www.mobilecause.com/compliance-and-security/.</p> <p>Additionally, we've been recognized by Visa as an approved service provider that upholds the highest standards in security, you can search for MobileCause here. MobileCause is also Telephone Consumer Protection Act (TCPA) compliant and manages opt-in and opt-out subscribers. We ensure that all customers are fully TCPA compliant when sending text messages.</p>
8.0	The solution must integrate with CEPAS.			X	X		The MobileCause platform does not currently integrate with First Data PayPoint. However, MobileCause offers a few alternatives

					<p>that adhere to the State's requirements for processing credit card payments:</p> <p><u>CardConnect</u>: With CardConnect, you receive a merchant account that is linked to your MobileCause account. You can use this merchant account to access transaction/deposit reporting, order credit card swipers and process refunds/voided transactions. You receive your donations within 24 hours and receive low credit card processing fees (2.5%) for Visa, Discover, Mastercard and American Express.</p> <p><u>Authorize.net</u>: We also support the authorize.net gateway which will be able to integrate your MobileCause account with First Data PayPoint.</p>
9.0	The solution must comply with SSID.	X			The MobileCause platform is a SaaS solution and complies with SSID accessibility.
10.0	The solution must operate using any commercially available high-speed wireless communication methodology (WiFi) for mobile devices.	X			The MobileCause platform is a SaaS solution and can be accessed via WiFi for mobile devices.
11.0	The bidder must provide training with the initial implementation and each major release thereafter for the life of the contract.	X			MobileCause provides training throughout the duration of the engagement. The dedicated Account team will be available for in person, web-based and phone training sessions. With each new product or feature release, your Account manager will share the benefits and ways to incorporate added features to your ongoing fundraising and engagement campaigns.
11.1	<p>Training will be provided to:</p> <ul style="list-style-type: none"> (a) State system administrators (b) State configuration managers (c) State survey manager (d) State campaign administrator 	X			<p>MobileCause will provide dedicated training sessions for the following groups, on a quarterly basis:</p> <ul style="list-style-type: none"> (a) State system administrators (b) State configuration managers (c) State survey manager (d) State campaign administrator
11.2	<p>Training must include:</p> <ul style="list-style-type: none"> (a) Classroom (b) Train the trainer 	X			Our team of fundraising experts have the knowledge and expertise you need to engage your donors and achieve campaign success. They help train your team and get your account up and running quickly. As part of this engagement, you will receive up to 6 hours of in-classroom training annually, in addition to 12 hours

						of web-based and phone training for users and administrators (trainers).
11.3	The bidder must record and make available a web-based recording of each training for later access and use by the State.	X				<p>The MobileCause Fundamentals web-based training series takes you through the most common usage of a MobileCause account, through four different sessions. After every session, you can take a quick quiz to challenge your skills.</p> <p>If you review all four videos or attend the classes (at any time), and pass all four exams, you will receive a Certificate of completion in your email.</p>
11.4	In person training will be provided by the bidder in a State provided facility in the Roscommon, MI area.	X				MobileCause will provide a local representative to conduct in-person training, when appropriate.
11.5	The bidder must develop and provide training materials for use in classroom and train the trainer training.	X				All training materials will be provided and accessible via the MobileCause support website.
OPTIONAL						
12.0	Bidder should provide best practice webinars	X				<p>MobileCause hosts a variety of ways to learn best practices for online and mobile fundraising strategies. Each month, the company offers:</p> <ul style="list-style-type: none"> - Best practice webinars: Live and recorded sessions on emerging topics of online and mobile fundraising for nonprofit organizations - MobileCause Academy certification: Weekly training sessions on the MobileCause platform to learn how to be a digital fundraising expert; after attending four (4) 60-min sessions and passing the training quiz, attendees receive an official Digital Fundraising Expert certification - MobileCause Support site: The MobileCause customer support site offers webinar and video recordings to some of the most common online and mobile fundraising questions.

13.0	The solution must support event management.	X				The MobileCause platform offers a full suite of event management solutions to support each stage of your fundraising event: <ul style="list-style-type: none"> - Digital Marketing Services: Our experienced event fundraising team will develop an event plan to help manage tasks before, during and after your event - MobileCause online and event software: From event registration, ticketing, live thermometer, donation form, text to donate keyword and shortcode to automated tax receipting, thank you messages and gift fulfillment, you will have all you need to raise more money at your next event
13.1	The solution must allow an event administrator to enter details for one or more event.	X				The MobileCause platform enables you to set-up and run an unlimited number of events simultaneously.
13.2	The solution must allow attendees to RSVP for an event.	X				MobileCause online and event software: From event registration, ticketing, live thermometer, text to donate keyword, donation form and shortcode to automated tax receipting, thank you messages and gift fulfillment, you will have all you need to raise more money at your next event
13.3	The solution must allow an event administrator to review the event details and RSVP information.	X				MobileCause online and event software: From event registration, ticketing, live thermometer, text to donate keyword, donation form and shortcode to automated tax receipting, thank you messages and gift fulfillment, you will have all you need to raise more money at your next event

SCHEDULE B
Service Level Agreement

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** 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 4(a)**.

"Availability Requirement" has the meaning set forth in **Section 4(a)**.

"Available" has the meaning set forth in **Section 4(a)**.

"Contractor Service Manager" has the meaning set forth in **Section 3.1**.

"Corrective Action Plan" has the meaning set forth in **Section 5.6**.

"Critical Service Error" has the meaning set forth in **Section 5.4(a)**.

"Exceptions" has the meaning set forth in **Section 4.2**.

"Force Majeure Event" has the meaning set forth in **Section 6.1**.

"High Service Error" has the meaning set forth in **Section 5.4(a)**.

"Hosted Services" has the meaning set forth in **Section 2.1(a)**.

"Low Service Error" has the meaning set forth in **Section 5.4(a)**.

"Medium Service Error" has the meaning set forth in **Section 5.4(a)**.

"Resolve" has the meaning set forth in **Section 5.4(b)**.

"Scheduled Downtime" has the meaning set forth in **Section 4.3**.

"Scheduled Uptime" means the total minutes in the Service Period.

"Service Availability Credits" has the meaning set forth in **Section 4.6(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 5.5**.

"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 4(a)**.

"Software" has the meaning set forth in the Contract.

"Software Support Services" has the meaning set forth in **Section 5**.

"State Service Manager" has the meaning set forth in **Section 3.2**.

"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 5.4(a)**.

"Support Service Level Requirements" has the meaning set forth in **Section 5.4**.

"Term" has the meaning set forth in the Contract.

2. Services.

2.1 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 5** of this Schedule;

3. Personnel

3.1 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.

3.2 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**").

4. 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: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) + (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

4.2 **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 4.3.**

4.3 **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.

4.4 **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.

4.5 **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.

4.6 **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 4.6** 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. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 5**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

5.1 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support 24 hours a day, seven days a week;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in this **Section 5**.

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

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

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

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

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this Schedule.

5.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 5.4 ("Support Service Level Requirements")**, and the Contract.

(a) **Support Requests.** The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State

Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description:
	Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **"Resolve"** (including **"Resolved"**, **"Resolution"** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error

correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly

			Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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

5.5 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 5.4(b)** ("Service Level Credits") in accordance with payment terms set forth in the Contract.

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

charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

6. Force Majeure.

6.1 Force Majeure Events. Subject to **Section 6.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

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

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

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

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

“**Contractor Systems**” has the meaning set forth in **Section 5** 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.

“**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 a FedRAMP equivalent environment for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain a FedRAMP equivalent environment, 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 4**. 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 Payment Card Industry Data Security Standard (PCI DSS). 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.

Exhibit C - Pricing Schedule

Donor Engagement Platform

MOBILECAUSE, INC.

RFP Ref	Service Description	One Time Fee	Year 1	Year 1 (option)	Year 2	Year 3	Year 4 (option)	Year 5 (option)	Totals	Additional Info
1a	Implementation Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1b	Licensing (Online Fundraising Advanced)	\$0.00	\$9,138	\$9,598	\$9,138	\$9,138.00	\$9,138.00	\$9,138.00	\$27,414	Yr 1: Includes 200,000 SMS messages/annually; Yr 1 (option): Includes 500,000 messages/annually @ discounted rate (\$600 discount)
1c	Support and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Year 4 & 5: Campaign consultation can be removed or hours reduced without penalty if the Project Manager determines campaign consultation services are not required.
1d	Campaign Consultation	\$0.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$36,000	Year 4 & 5: Campaign consultation can be removed or hours reduced without penalty if the Project Manager determines campaign consultation services are not required.
2	Hourly Rate Card	\$0.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00		6 hrs onsite; 12 hours of train the trainer; unlimited web-based training annually; Year 4 & 5: Training can be removed or hours reduced without penalty if the Project Manager determines training services are not required.
3	Ongoing Training	\$0.00	\$8,000.00	\$8,000.00	\$8,000.00	\$6,000.00			\$22,000	
4	Additional Products or Services	\$0.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$0.00	\$0.00	\$3,885	HandBid silent and online auction (up to 100 items)
	TOTAL		\$30,433.00	\$30,833.00	\$30,433.00	\$28,433.00	\$21,138.00	\$21,138.00	\$89,299.00	

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. Bidder shall include all costs associated with implementation services (e.g. configuration, migration, integration, testing and training).

· Licensing. Bidder shall include annual costs for subscription-based licenses for 3 years 2 - 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, Bidder 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 Bidder 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

· Campaign Consultation. Bidder shall include the tasks, deliverables, roles and hourly rates for proposed services to support campaign consultation for a single campaign.

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 Bidder 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 Bidder 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 Bidder that relates to this RFP

NOTE: MobileCause will honor a 2% discount for payments made within net 10 days from invoice.

MOBILECAUSE ONLINE FUNDRAISING ADVANCED PACKAGE

This package offers an annual (12-month) license to the MobileCause online fundraising platform and support services, which includes:

- Online giving pages (website, email, social media, mobile, direct mail landing pages)
- Online registration pages (sign-ups, surveys, volunteer management)
- Event thermometer
- Event registration, ticketing, RSVP
- Text to Give w/branded keywords
- 200,000 outbound text messages/yr
- Campaign reporting
- Peer-to-peer/crowdfunding platform
- Merchant Account with 3 credit card swipers
- CRM integration or API access
- Personalized text messages
- Long-form text messages (each long-form text counts as 2 outbound text messages sends)

Customer Support

- 24/7/365 email, phone support
- Access to MobileCause Academy
- Dedicated Account Manager

DIGITAL MARKETING SERVICES

Our team of fundraising experts have the knowledge and expertise you need to engage your donors and achieve campaign success.

They create, set-up and deliver three digital giving campaigns including:

- **Campaign Strategy:** Best practices and tips for every step of your campaign
- **Campaign Calendar:** Customized campaign calendar to stay on track before, during and after your campaign
- **Promotion & Marketing:** Promotional strategy for creating awareness and communicating your event via social media, email and text
- **Messaging & Storytelling:** Tell your story by engaging your audience through linking your message to visual interactions
- **Donation pages:** Develop forms and pages to support your campaign
- **Volunteer registration:** Develop forms and pages to register volunteers
- **Support:** Phone and email support throughout the engagement and on event day
- **Donor cultivation:** Strategy for thanking donors and communicating to your constituents after the event
- **Reporting:** Reporting and campaign insights
- **Scope:** up to 24 hours consulting time; launch within first 90 days of agreement



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2

April 2016

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

Company Name:	MobileCause, Inc.		DBA (doing business as):	MobileCause	
Contact Name:	Gerard Mackey		Title:	CTO	
Telephone:	+1.310.387.8581		E-mail:	ged@mobilecause.com	
Business Address:	27001 Agoura Road, Suite 350A		City:	Calabasas	
State/Province:	CA	Country:	USA	Zip:	91301
URL:	https://www.mobilecause.com				

Part 1b. Qualified Security Assessor Company Information (If applicable)

Company Name:	Tevora Business Solutions, Inc. (DBA Tevora)				
Lead QSA Contact Name:	Christopher Callas		Title:	Senior Information Security Consultant	
Telephone:	+1.949.250.3290		E-mail:	qsa@tevora.com	
Business Address:	1 Spectrum Pointe Dr. Suite 200		City:	Lake Forest	
State/Province:	CA	Country:	USA	Zip:	92630
URL:	https://www.tevora.com				

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed:	MobileCause Cloud Based Fundraising	
Type of service(s) assessed:		
Hosting Provider:	Managed Services (specify):	Payment Processing:
<input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify): _____	<input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify): _____	<input type="checkbox"/> POS / card present <input checked="" type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify): _____
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify): _____		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification (continued)

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed:	Not applicable.	
Type of service(s) not assessed:		
Hosting Provider:	Managed Services (specify):	Payment Processing:
<input type="checkbox"/> Applications / software <input type="checkbox"/> Hardware <input type="checkbox"/> Infrastructure / Network <input type="checkbox"/> Physical space (co-location) <input type="checkbox"/> Storage <input type="checkbox"/> Web <input type="checkbox"/> Security services <input type="checkbox"/> 3-D Secure Hosting Provider <input type="checkbox"/> Shared Hosting Provider <input type="checkbox"/> Other Hosting (specify): _____	<input type="checkbox"/> Systems security services <input type="checkbox"/> IT support <input type="checkbox"/> Physical security <input type="checkbox"/> Terminal Management System <input type="checkbox"/> Other services (specify): _____	<input type="checkbox"/> POS / card present <input type="checkbox"/> Internet / e-commerce <input type="checkbox"/> MOTO / Call Center <input type="checkbox"/> ATM <input type="checkbox"/> Other processing (specify): _____
<input type="checkbox"/> Account Management	<input type="checkbox"/> Fraud and Chargeback	<input type="checkbox"/> Payment Gateway/Switch
<input type="checkbox"/> Back-Office Services	<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Prepaid Services
<input type="checkbox"/> Billing Management	<input type="checkbox"/> Loyalty Programs	<input type="checkbox"/> Records Management
<input type="checkbox"/> Clearing and Settlement	<input type="checkbox"/> Merchant Services	<input type="checkbox"/> Tax/Government Payments
<input type="checkbox"/> Network Provider		
<input type="checkbox"/> Others (specify): _____		
Provide a brief explanation why any checked services were not included in the assessment:	Not applicable.	

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.

MobileCause provides a mobile-friendly online fundraising solution that allows donors to collect and give to educational, faith-based, healthcare, and charitable nonprofit organizations from any device. MobileCause processes and transmits cardholder data to facilitate authorization, capture, and settlement of funds for card-not-present transactions.

MobileCause provides customized hosted payment forms and tokenization infrastructure direct to the payment gateway. As part of this service, MobileCause provides the infrastructure to conduct and manage donor campaigns and recurring gifts.

Donors contribute to MobileCause through a website that is hosted by MobileCause via HTTPS by one of three methods:

- Mobile Phone Application
- Client Website
- Embedded iFrame

Payment is automatically redirected to one of the following payment gateways:

- CyberSource
- BrainTree
- CardConnect

Then a token is returned and stored by MobileCause from the gateway services.

Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.

MobileCause never stores or transmits cardholder data on their systems. Only tokenized data is received from the payment gateways. MobileCause only handles redirect services from their website or iFrame to the payment gateways to enter cardholder data.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country):
Corporate Headquarters	1	Calabasas, CA, USA
Colocation Facility (Flexential)	1	Denver, CO, USA

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
CardConnect/CardSecure	5.2	CardConnect	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	28 Oct 2019

Part 2e. Description of Environment

Provide a *high-level* description of the environment covered by this assessment.

For example:

- *Connections into and out of the cardholder data environment (CDE).*
- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

Connections into and out of the cardholder data environment are made via HTTPS over TLS and pass through cloud-hosted web-application firewalls, then firewalls hosted in the data center, where load balancers determine where to route the connection internally.

Critical system components in the CDE include Linux virtual servers, Cisco firewalls, Brocade load balancers and Percona databases; all hosted at a Flexential data center (storage of transaction tokens only). MobileCause also uses cloud-hosted applications such as Cloudflare web-application firewall, Alert Logic and Trend Micro.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

Yes No

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Part 2i. Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?

Yes No

If Yes:

Name of QIR Company: N/A

QIR Individual Name: N/A

Description of services provided by QIR: N/A

Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?

Yes No

If Yes:

Name of service provider:	Description of services provided:
Flexential Inc.	Data Center, Hosting Provider for Server and Network Devices. Also manages and maintains all devices from the Operating System (OS) down to the hardware level.
Alert Logic	Intrusion Detection, Log Management, Web Application Security, Managed Service Monitoring
CardConnect Corp.	Payment Gateway and Tokenization
BrainTree	Payment Gateway and Tokenization
CyberSource	Payment Gateway and Tokenization

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as “Not Tested” or “Not Applicable” in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as “Not Tested” or “Not Applicable” in the ROC.
- **None** – All sub-requirements of that requirement were marked as “Not Tested” and/or “Not Applicable” in the ROC.

For all requirements identified as either “Partial” or “None,” provide details in the “Justification for Approach” column, including:

- Details of specific sub-requirements that were marked as either “Not Tested” and/or “Not Applicable” in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		#Name must match one of the names provided in section 2a. Must be only one name listed.		
PCI DSS Requirement	Details of Requirements Assessed			Justification for Approach (Required for all “Partial” and “None” responses. Identify which sub-requirements were not tested and the reason.)
	Full	Partial	None	
Requirement 1:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Requirement 1.2.3 – There are no wireless environments connected to the CDE. Requirement 1.3.6 – There are no system components that store cardholder data.
Requirement 2:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Requirement 2.1.1 – There are no wireless environments connected to the CDE or transmitting CHD. Requirement 2.2.3 – There are no insecure protocols utilized. Requirement 2.6 – MobileCause is not a shared hosting provider.
Requirement 3:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Requirement 3.1, 3.3, 3.4, 3.4.1, 3.5, 3.5.1, 3.5.2, 3.5.3, 3.6, 3.6.1, 3.6.2, 3.6.3, 3.6.4, 3.6.5, 3.6.6, 3.6.7, 3.6.8 – MobileCause does not store any cardholder data. MobileCause only has access to tokenized data returned from the payment processors. Therefore encryption, truncation, encryption keys, and management of the above is not applicable. Requirement 3.2 – MobileCause is not an issuer and does not support issuing services. MobileCause does not receive sensitive authentication data.
Requirement 4:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Requirement 4.1, 4.2, 4.3 – MobileCause does not transmit cardholder data over open, public networks.

				MobileCause performs a complete redirect to CardConnect when cardholder data is entered.
Requirement 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Requirement 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Requirement 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Requirement 8:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Requirement 8.5.1 – MobileCause does not have access to any customer environment.</p> <p>Requirement 8.7 – MobileCause does not store any cardholder data. MobileCause only has access to tokenized data returned from the payment processors. Therefore encryption, truncation, encryption keys, and management of the above is not applicable.</p>
Requirement 9:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Requirement 9.5.1, 9.6, 9.6.1, 9.6.2, 9.6.3, 9.7, 9.7.1, 9.8, 9.8.1, 9.8.2 – MobileCause does not store, process, or transmit cardholder data using physical media</p> <p>Requirement 9.9, 9.9.1, 9.9.2, 9.9.3 – MobileCause does not have devices that capture payment card data via direct physical interaction.</p>
Requirement 10:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Requirement 11:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Requirement 11.1.1 – MobileCause does not have any wireless access points in scope.
Requirement 12:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Appendix A1:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MobileCause is not a shared hosting provider.
Appendix A2:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MobileCause does not use early TLS/SSL.

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	3 Aug 2018	
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated (3 Aug 2018)

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (check one):

<input checked="" type="checkbox"/>	Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>MobileCause, Inc.</i> has demonstrated full compliance with the PCI DSS.
<input type="checkbox"/>	Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby <i>Not applicable</i> . has not demonstrated full compliance with the PCI DSS. Target Date for Compliance: Not applicable. An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i>
<input type="checkbox"/>	Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. <i>If checked, complete the following:</i>

Affected Requirement	Details of how legal constraint prevents requirement being met
Not applicable.	Not applicable.

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures</i> , Version 3.2, and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input checked="" type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

<input checked="" type="checkbox"/>	No evidence of full track data ¹ , CAV2, CVC2, CID, or CVV2 data ² , or PIN data ³ storage after transaction authorization was found on ANY system reviewed during this assessment.
<input checked="" type="checkbox"/>	ASV scans are being completed by the PCI SSC Approved Scanning Vendor <i>Trustwave Holdings, Inc.</i>

Part 3b. Service Provider Attestation

 Signature of Service Provider Executive Officer ↑

Date: 3 Aug 2018

Service Provider Executive Officer Name: Gerard Mackey

Title: Chief Technology Officer

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	Tevora performed the PCI DSS assessment, including conducting interviews, collecting samples, reviewing documentation, report writing and QA activities.
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 Signature of Duly Authorized Officer of QSA Company ↑

Date: 3 Aug 2018

Duly Authorized Officer Name: Christopher Callas

QSA Company: Tevora

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	Not applicable.
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- ¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.
- ² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.
- ³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Not applicable.



PAGE ACCESS

Push to donor's phone (text pledge)

- (1) Send keyword to short code via SMS
- (3) MobileCause.com receives SMS
- (4) MobileCause queries DB for campaign associated to keyword

- (5) MobileCause sends unique donation web URL

- (7) Donor receives SMS and clicks donation URL

Form is a responsive/branded landing page

- (2) Web request for donation form

Form is in iframe on the organization website

- (2) Web request for donation form

PAGE SUBMISSION (for all access methods)

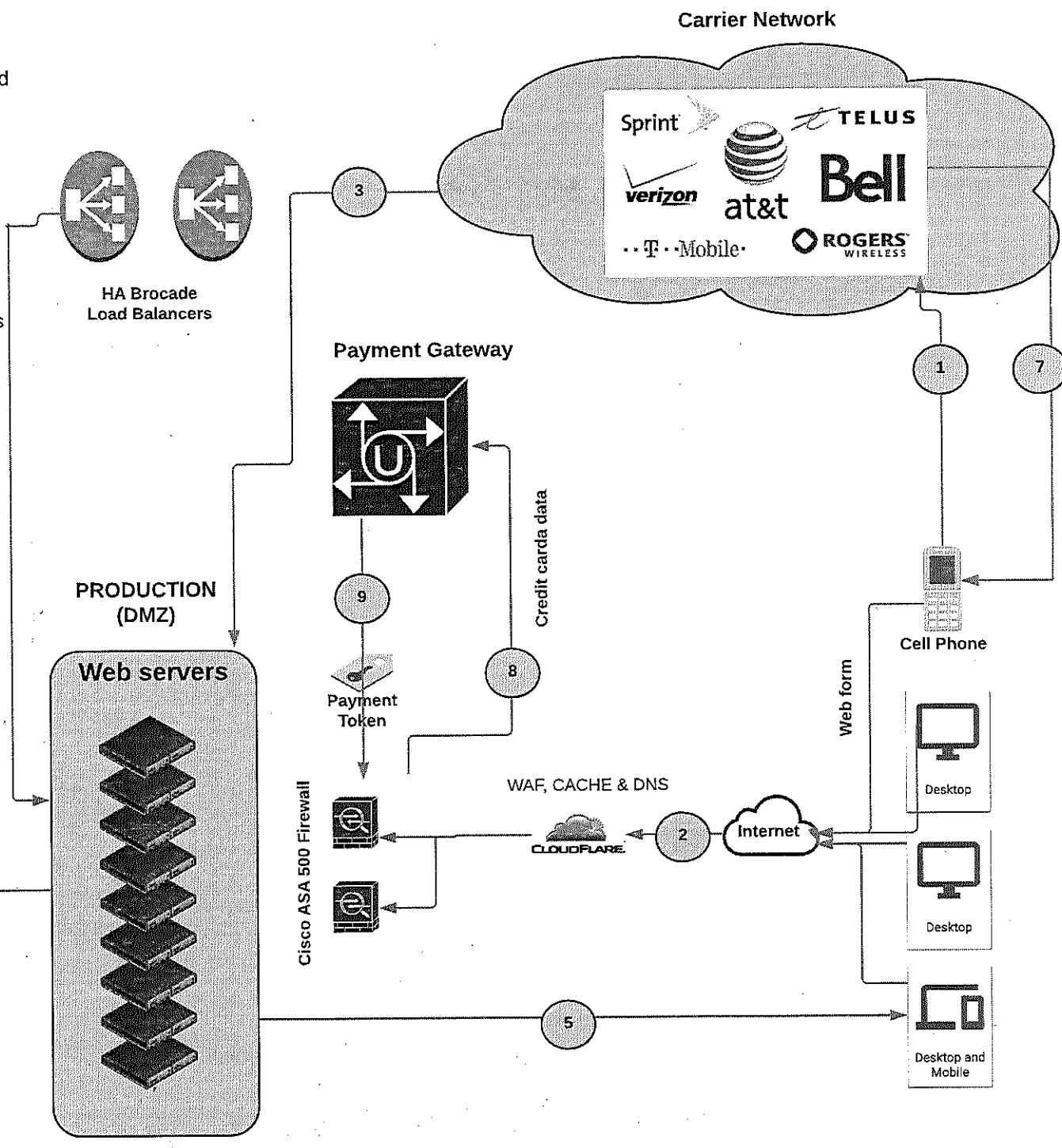
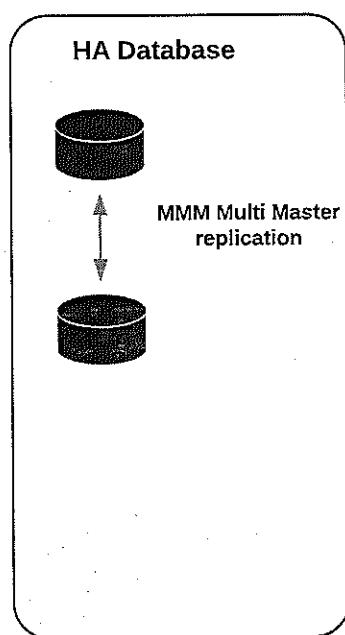
- (6) MobileCause triggers leader board that pledge was received

(8) Donor completes mobile web form and submits directly to payment gateway

(9) Payment gateway processes payment and notifies MobileCause of success/failure

(10) MobileCause records transaction status with secure

PRODUCTION (Private)



Appendix A
STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
00000	Introduction	<p>The mission of Parks and Recreation is to acquire, protect, and preserve the natural, historic, and cultural features of Michigan's unique resources and provide public recreation and education opportunities.</p> <p>All: 38875 - 38876 Planning: 38777 - 38791 Program Services: 38792 - 38801 Recreation and Trails: 38146 - 38151, 38802 - 38816 Resource Management: 38817 - 38846, 38864 - 38867 Waterways: 38847 - 38863</p>		
38146	Off-Road Vehicle (ORV) Enforcement Grant Projects (supersedes item #28562)	These records document grants awarded to county sheriff departments for ORV law enforcement. They may include, but may not be limited to, grant applications, grant agreements, payment vouchers, correspondence, and close-out documentation.	RETAIN UNTIL: Project is closed PLUS: 5 years THEN: Destroy	2/7/2012
38147	Snowmobile Enforcement Grant Projects (supersedes item #28563)	These records document grants awarded to county sheriff departments and/or other local law enforcement groups for enforcement of snowmobile law. They may include, but may not be limited to, grant applications, grant agreements, payment vouchers, correspondence, and close-out documentation.	RETAIN UNTIL: Project is closed PLUS: 5 years THEN: Destroy	2/7/2012
38151	Reimbursement Requests	These records document the grooming and maintenance of snowmobile trails by recreation and snowmobile clubs. They may include, but may not be limited to,	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	2/7/2012

This agency-specific schedule supplements the approved general schedules.
General schedules are available online at www.michigan.gov/recordsmanagement.

STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
		reimbursement requests for authorized expenses.		
38775	Park General Information and History Files (supersedes item #29247, 29250)	These records document the history of each state park and recreation area. They may include, but may not be limited to, correspondence, articles, and photographs.	RETAIN UNTIL: No longer of reference value THEN: Transfer to the Archives of Michigan, where they will be reviewed and select records retained	10/29/2013
38776	Special Project Files (supersedes item #29245)	These records document special projects that the division is involved in, including Park Closures, Recycling, Park Research, Hunting Closures, Revenue Ideas, Volunteer Program, Statewide Planting Programs, etc. They may include, but may not be limited to, correspondence, reports, and supporting documentation.	RETAIN UNTIL: No longer of reference value THEN: Transfer to the Archives of Michigan, where they will be reviewed and select records retained	10/29/2013
38777	County Records (supersedes item #29264)	These records document the potential acquisition of county lands for state park use. They may include, but may not be limited to, correspondence and photographs.	RETAIN UNTIL: No longer of reference value THEN: Transfer to the Archives of Michigan, where they will be reviewed and select records retained	10/29/2013
38778	Drawings and Plans (supersedes item #29330)	These records document structures and utilities on property owned by DNR and managed by the Parks and Recreation Division. They may contain information about design	RETAIN UNTIL: Superseded by a new version, as long as the structure is	10/29/2013

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STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
		and construction, the location of the structure or utility, materials used, specifications, etc. They may include, but may not be limited to, plans, drawings, operations and maintenance manuals, warranties, and supporting documentation.	owned by DNR THEN: Destroy	
38779	Drawings of State Park Projects and Index (supersedes item #38780)	These records document buildings, facilities, grounds, etc. They may include, but may not be limited to, general site drawings, technical drawings, landscape and research drawings of campgrounds, soil maps, and aerial maps. The index will contain the following information: park, plan number, date, number of sheets, name/description, disk number, image number, etc.	RETAIN UNTIL: Superseded by newer drawings or until the drawings become obsolete PLUS: 10 years THEN: Transfer to the Archives of Michigan, where they will be reviewed and select records retained	2/27/2018
38781	Facility Reference Files	These records document recreation projects. They may include, but may not be limited to, brochures and publications related to picnic areas, parking areas, museums, shelters, and playgrounds.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Destroy	2/27/2018
38782	Federal Energy Regulatory Commission Records	These records document hydroelectric power companies and projects. Hydroelectric dams are required to be licensed, and the DNR provides advice to the FERC about the licenses they issue. They may include, but may not be limited to, FERC bulletins and recommendations.	RETAIN UNTIL: License expires PLUS: 10 years THEN: Destroy	2/27/2018

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STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
38783 -	Land and Water Conservation Fund Project Records	These records document acquisition and development projects. They may include, but may not be limited to, correspondence, plans, and applications.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Transfer to the Archives of Michigan, where select historical documents will be preserved	2/27/2018
38784 -	Land Records	The records document state-owned land for state park or recreation area use. These records may include, but may not be limited to, land descriptions, easement documentation, acquisition records, and land deeds.	RETAIN UNTIL: State of Michigan no longer owns the land PLUS: 10 years THEN: Destroy	2/27/2018
38785 -	Management Plans	These records document how DNR will better manage various types of trails and adjoining forest land. The 5-year plans are prepared by consultants. They may include, but may not be limited to, plans, drafts, correspondence, and research.	RETAIN UNTIL: Plan is superseded PLUS: 10 years THEN: Destroy	2/27/2018
38786 -	Nike Sites	These records document the management of Nike sites, which are former civil defense sites located on state park lands. They document the demolition of buildings, the filling in of silo sites, and the clean-up of hazardous materials after the U.S. Army returns these sites to the State of Michigan.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	2/27/2018
38787 -	Park Planning and Construction Files	These records document the planning, construction, and design of new campgrounds, buildings, landscaping, toilet facilities, etc.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Transfer	2/27/2018

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STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
			to the Archives of Michigan, where select historical documents will be preserved	
38788	Potential Park Site Files (supersedes item #29260)	These records document proposed and potential sites for new parks. They may include, but may not be limited to, correspondence, evaluations, and recommendations.	RETAIN UNTIL: Site is no longer under consideration PLUS: 10 years THEN: Destroy	10/29/2013
38789	Recreation Improvement Project Files (supersedes item #29262, 29263)	These records document improvements to state parks and recreation areas. They are funded by grants. They may include, but may not be limited to, correspondence, agreements, contracts, final reports, plans, and grant documentation.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Destroy	10/29/2013
38790	Trail Records	These records document bicycle trails, snowmobile trails, ORV trails, horse trails, pedestrian trails, etc. in the parks. They may include, but may not be limited to, correspondence, surveys, maps, and statistical information.	RETAIN UNTIL: No longer of reference value PLUS: 10 years THEN: Destroy	2/27/2018
38791	Work Project Records	These records document budget activity for work projects undertaken by each park or recreation area. They may involve construction, maintenance, or preservation activities. They may include, but may not be limited to, project allotment and completion reports.	RETAIN UNTIL: Project is completed PLUS: 10 years THEN: Destroy	2/27/2018
38792	Outdoor Center Permits (supersedes item #29345)	These records document reservations for a complex of cabins for overnight use. They may include, but may not be limited to,	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013

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STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
		applications, permits, fee payment documents, and invoices.		
38793	Cabin Confirmations and Permits (supersedes item #29346)	These records document reservations for individual cabin rentals. They may include, but may not be limited to, permits and confirmations. Data is maintained in the Central Reservation System (see item #38795).	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38794	Camper Permits and Receipts (supersedes item #29348)	These records document camping permits that are issued at the parks. They may include, but may not be limited to, pre-numbered forms, receipts, and fee payment documents.	RETAIN UNTIL: Date created PLUS: 7 years THEN: Destroy	10/29/2013
38795	Central Reservation System Data	These records document reservations for harbors, park cabins, camping nights, etc. Data may include, but may not be limited to, contact information, reservation information, and payment information.	RETAIN UNTIL: Reservation date PLUS: 5 years THEN: Destroy	10/29/2013
38796	Equipment Disposal Requests (supersedes item #29280)	These records document which equipment was disposed of as surplus or scrap property.	RETAIN UNTIL: Equipment is disposed of PLUS: 5 years THEN: Destroy	10/29/2013
38797	Equipment Inventory Records (supersedes item #29279)	These records document the equipment that is owned by the division. They may include, but may not be limited to, a master inventory database.	RETAIN UNTIL: Superseded THEN: Destroy	10/29/2013
38798	Financial Summary Reports (supersedes item #29395)	These records document, by access site, user fee information related to expenditures and revenues. The information on the year-end Financial Summary Report is compiled from information reported on the Weekly Public Access Site User Fee Report.	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013

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General schedules are available online at www.michigan.gov/recordsmanagement.

STATE OF MICHIGAN
RECORDS RETENTION AND DISPOSAL SCHEDULE

75/PARKS Department of Natural Resources – Parks and Recreation

Item #	Series Title	Series Description	Retention Period	Approval Date
38799 -	Overage and Shortage Reports (supersedes item #29323)	These records document any discrepancies in the amount of revenue balanced with the reconciliation reports. The original of the Overage and Shortage Reports is maintained by the Program Assistance and Review of the Administrative Services Bureau.	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013
38800 -	Park Manager Classification Records	These records document the classification of state parks and recreation areas. They are rated every two years to determine the types of facilities that are currently located in the park or area.	RETAIN UNTIL: Rating is completed PLUS: 4 years THEN: Destroy	2/27/2018
38801 -	Weekly Revenue Fee Report (supersedes item #29394)	These records document (for each day of the week) the number of non-residents, commercial entities, annual permits, cumulative totals, etc. at each park. The reports are generated from the Cash Accounting Receipt System (CARS).	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013
38802 -	Campground Development and Closure Proposals	These records document the development and closure of campgrounds. They may include, but may not be limited to, requests, easements, maps, surveys, and well abandonment records.	RETAIN UNTIL: No longer of reference value PLUS: 10 years THEN: Destroy	2/27/2018
38803 -	Campground Records (supersedes item #38222A)	These records document the operation and maintenance of campgrounds. They may include, but may not be limited to, funding requests, equipment records, water testing, and capital outlay project files.	RETAIN UNTIL: Request is denied, project is complete, or testing is completed PLUS: 10 years THEN: Destroy	10/29/2013
38804 -	Forest Campground Attendance Records (supersedes item #38216)	These records document attendance at state forest campgrounds. They may include, but may not be limited to, campground forms, dispersed	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013

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		camping tags, receipts, and envelopes. The field offices are the official record keeper.		
38805	Non-motorized Pathway Development and Closure Proposals	These records document the creation of non-motorized pathways. They may include, but may not be limited to, development requests, easements, maps, and surveys.	RETAIN UNTIL: Pathway is no longer owned by the State of Michigan PLUS: 10 years THEN: Destroy	2/27/2018
38806	Non-motorized Pathway Records (supersedes item #38221A)	These records document the operation and maintenance of non-motorized pathways. They may include, but may not be limited to, funding requests, equipment records, and capital outlay projects files.	RETAIN UNTIL: Request is denied, or project is complete PLUS: 10 years THEN: Destroy	10/29/2013
38807	Off-Road Vehicle (ORV) Trail Program Files (supersedes item #38219A)	These records document the operation and maintenance of ORV trails. They may include, but may not be limited to, funding requests, equipment records, and capital outlay projects files.	RETAIN UNTIL: Request is denied, or project is complete PLUS: 10 years THEN: Destroy	10/29/2013
38808	Off-Road Vehicle (ORV) Trail Development Files	These records document the creation of ORV trails. They may include, but may not be limited to, requests for development, easements, maps, and surveys.	RETAIN UNTIL: No longer of reference value PLUS: 10 years THEN: Destroy	2/27/2018
38809	Recreation and Trails Policy Records (supersedes item #38218)	These records document the rules and regulations that impact ORV and snowmobile trails, non-motorized pathways, campgrounds, boat access sites, trailways and rails-to-trails operations.	RETAIN UNTIL: Superseded by a new version THEN: Destroy	10/29/2013
38810	Recreation Grant Annual Proposal Process	These records document the annual proposal process for the Recreation Improvement Fund (RIF) and Recreational Trails Program (RTP). They may include, but may not be	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	2/27/2018

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		limited to, calls for proposals, lists of proposals received, meeting agendas (RTP Advisory Board, DNR Trails Steering Committee), final fund decision lists, and transmittal memos/letters.		
38811	Recreation Grant Proposals	These records document awarded grant proposals for the Recreation Improvement Fund (RIF) and Recreational Trails Program (RTP). They may include, but may not be limited to, grant applications, agreements, payment vouchers, correspondence, and close-out documents.	RETAIN UNTIL: Grant is closed out PLUS: 10 years THEN: Destroy	2/27/2018
38813	Snowmobile Permits	These records document the sale of snowmobile permits.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	2/27/2018
38814	Snowmobile Trail Program Records (supersedes item #38220A)	These records document the operation and maintenance of snowmobile trails. They may include, but may not be limited to, funding requests, equipment records, and capital outlay projects files.	RETAIN UNTIL: Request is denied, or project is complete PLUS: 10 years THEN: Destroy	10/29/2013
38815	Snowmobile Trail Development Files (supersedes item #38220B)	These records document the creation of snowmobile trails. They may include, but may not be limited to, requests for development, easements, maps, and surveys.	RETAIN UNTIL: No longer of reference value THEN: Destroy	10/29/2013
38816	Trailways and Rails-to-Trails Records	These records document the acquisition, planning, development, and management of rail-trails.	RETAIN UNTIL: Trail is no longer owned by the State of Michigan PLUS: 10 years THEN: Destroy	2/27/2018
38817	Appearance Ticket Summary Report	These records document annual statistics about the number of	RETAIN UNTIL: Date created	2/27/2018

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		appearance tickets that were issued.	PLUS: 10 years THEN: Destroy	
38818	Cash Accounting Receipt System (CARS) Data (supersedes item #38215)	These records document the revenue that is received from permits issued to non-residents and commercial entities. Data may include, but may not be limited to, transaction dates, amount, number of permits, and types of permits. The data is used to generate weekly and annual reports.	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013
38819	Cash Refunds (supersedes item #29351)	These records document refunds given for fees paid to reserve cabins and camping sites. Refunds are issued using the Central Reservation System.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38820	Concession Health and Safety Inspections (supersedes item #29339)	These records document health and safety inspections conducted of concessions operations.	RETAIN UNTIL: Superseded by a new inspection document THEN: Destroy	10/29/2013
38821	Concession Operator Files (supersedes item #29246, 29337)	These records document each concession operator at state parks and recreation areas. They may include, but may not be limited to, revenue reports, leases, annual reports, monthly reports, certificates of insurance, price lists, equipment inventories, and correspondence.	RETAIN UNTIL: Concession operator no longer works with the park PLUS: 6 years THEN: Destroy	10/29/2013
38822	Concession Price List and Price Analysis (supersedes item #29338)	These records document the prices charged for select items sold in the park concessions.	RETAIN UNTIL: Contract expires THEN: Destroy	10/29/2013
38823	Newspaper Vending Permits (supersedes item #29340)	These records document permits issued to newspaper vendors within state park areas.	RETAIN UNTIL: Date created PLUS: 2 years THEN: Destroy	10/29/2013

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38824 -	Park and Residence Inspections (supersedes item #29326, 29327)	These records document physical inspections of park buildings, facilities, residences, employee uniforms, water quality, etc. They may include, but may not be limited to, tests, reports, and recommendations. This information is also retained by the district office.	RETAIN UNTIL: Date created PLUS: 3 years THEN: Destroy	10/29/2013
38825 -	Park Building and Facility Files (supersedes item #29392)	These records document buildings and facilities. They may include, but may not be limited to, building inventories, insurance schedules, and correspondence.	RETAIN UNTIL: Building is sold or demolished THEN: Destroy	10/29/2013
38826 -	Park Employee Daily Work Reports (supersedes item #29334)	These records document the daily work activities of park employees. They may include, but may not be limited to, how much time was spent on each assignment/task, work that did not get accomplished, issues during the shift, and notes.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38827 -	Park Security/Emergency Plan (supersedes item #29315)	These records document security and emergency plans for parks. They may include, but may not be limited to, the plans and supporting documentation.	RETAIN UNTIL: Superseded by a new plan THEN: Destroy	10/29/2013
38828 -	Park Use Data (supersedes item #29267)	These records document park usage, and are used for planning purposes. They may include, but may not be limited to, statistics on park attendance, number of permits sold, and number of people turned away.	RETAIN UNTIL: Date created PLUS: 25 years THEN: Destroy	10/29/2013
38829 -	Requests for Forms (supersedes item #29320)	These records document requests for supplies of blank forms.	RETAIN UNTIL: Date created PLUS: 2 years THEN: Destroy	10/29/2013
38830 -	State Park Financial Records (supersedes item #29390)	The records document financial transactions at state parks. They may include, but may not be limited	RETAIN UNTIL: Fiscal year ends	10/29/2013

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		to, property receipts, revenue reports, and reports of unit allotments.	PLUS: 7 years THEN: Destroy	
38831	State Park Remittance Revenue Report (supersedes item #29321)	These records document state park income and the revenues received. They are used for audit and reconciliation purposes. They may include, but may not be limited to, revenue reports, reconciliation reports, receipts, and deposit slips.	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	10/29/2013
38832	Building and Facility Records (supersedes item #29328)	These records document when a building is acquired, deleted, transferred, or altered. They may include, but may not be limited to, the inventory number, inventory location code, section, district number, unit, building or facility name, location, street address, type of construction, and valuation of building or facility.	RETAIN UNTIL: Building or facility is sold or demolished THEN: Destroy	10/29/2013
38833	Dog Trial Records (supersedes item #29255 - 29256)	These records document procedures for dog trials that are held at recreation areas. They may include, but may not be limited to, hosting park, operational plans, procedures, maps, and correspondence.	RETAIN UNTIL: Superseded THEN: Destroy	10/29/2013
38834	Event and Non-Event Permits (supersedes item #29268, 29403)	These records document permits issued for the use of park land for special events and special uses (including research).	RETAIN UNTIL: Date created PLUS: 3 years THEN: Destroy	10/29/2013
38835	Historical Resources Protection Records (supersedes item #29265)	These records document the joint co-operation of DNR and the State Historic Preservation Office, the Office of the State Archaeologist, and the Michigan Historical Museum in the preservation of historical buildings, archaeological sites, museums, etc., located at state parks or recreation areas.	RETAIN UNTIL: Agreement expires PLUS: 6 years THEN: Destroy	10/29/2013

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38836 -	Michigan Civilian Conservation Corps (MCCC) Member Files (supersedes item #29297)	These records document each MCCC corps member.	RETAIN UNTIL: Member no longer serves in the MCCC PLUS: 7 years THEN: Destroy	10/29/2013
38837 -	Michigan Civilian Conservation Corps (MCCC) Project Records (supersedes item #29292)	These records document environmental stewardship projects. They may include, but may not be limited to, correspondence, reports, and surveys.	RETAIN UNTIL: Project is completed PLUS: 5 years THEN: Destroy	10/29/2013
38838 -	Michigan Civilian Conservation Corps (MCCC) Records (supersedes item #29295)	These records document the establishment and history of the MCCC to conserve, improve, and develop the state's natural resources, and to enhance, preserve, and maintain public lands and waters through the employment of state residents in work training programs. The work training programs provide work experience to increase the likelihood of obtaining future employment.	RETAIN UNTIL: No longer of reference value THEN: Transfer to the Archives of Michigan	10/29/2013
38839 -	Michigan State Parks 70th Anniversary Time Capsule (supersedes item #29275)	These records document the history of Michigan's state parks. The time capsule includes a brief history of the division, 1988 - 1989 statistics on use, 1989 names of park employees, state parks permits, press kit pertaining to the 70th anniversary, organization chart, list of current commissioners, 1989 uniform shoulder patch, and other information relating to parks. These records should be returned to the DNR in January 2019 to be used for the 100th anniversary of the Michigan state parks.	RETAIN UNTIL: 100th anniversary celebration is held in 2019 THEN: Transfer to the Archives of Michigan	10/29/2013

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38840	Special Event Program Records (supersedes item #29270)	These records document special event programs administered by the division. These programs may include Day-in-the-Park, Winterfest, Adopt-a-Park, Photo Competitions, Adventure Program, etc. They may include, but may not be limited to, correspondence, photographs, work schedules, program development documentation, and news releases.	RETAIN UNTIL: Program is no longer in operation THEN: Destroy	10/29/2013
38843	Stewardship Treatment Records	These records document chemical and non-chemical treatments of land to improve the environment. They may include, but may not be limited to, forms, maps, and chemical documentation.	RETAIN UNTIL: Treatment is completed PLUS: 30 years THEN: Destroy	10/29/2013
38844	Appearance Tickets (supersedes item #29344)	These records document appearance tickets that are issued by park personnel when the rules and regulations of the park were violated by park users. These tickets require the violator to appear at the park office to resolve any issues in question.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38845	Public Incident Reports (supersedes item #29269, 29342)	These records document incidents involving public injuries, personal property damage, theft of personal property, complaints, state property damage, public vehicle accidents, etc. The reports may include, but may not be limited to, the incident report number, date and time of incident, park facility, location of incident, name of employee making report, persons and witnesses involved, details of the incident, assisting agencies, action taken, and park employees involved. Attached to the report	RETAIN UNTIL: Date created PLUS: 7 years THEN: Destroy	10/29/2013

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		may be a continuation sheet containing witness statements and a record of property impounded, confiscated, or removed.		
38846	Recreation Passport Violations Notice (supersedes item #29343)	These records document notices that are issued to the public by park personnel when someone violates the rules for recreation passports.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38847	Boat Access Site Development and Closure Proposals	These records document the development and closure of state forest boat access sites. They may include, but may not be limited to, requests, easements, maps, surveys, well logs, and well abandonment records.	RETAIN UNTIL: Access site is no longer owned by the State of Michigan PLUS: 10 years THEN: Destroy	2/27/2018
38848	Boat Access Site Records (supersedes item #38217A)	These records document the operation and maintenance of boat access sites. They may include, but may not be limited to, funding requests, equipment records, and capital outlay projects files.	RETAIN UNTIL: Request is denied or project is complete PLUS: 10 years THEN: Destroy	10/29/2013
38849	Gasoline Retailer Supplemental Report (supersedes item #29282)	These records document revenue earnings. They are used to reconcile sales tax paid to the Department of Treasury for oil and gas sold at state operated harbors.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38850	Harbor and Lock Sales Receipts (supersedes item #29399)	These records document money received in return for goods or services. The harbor or lock keeps the sales receipts (blue copy), the customer retains the white copy, and the dock retains the pink copy.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38851	Harbor Summary Report (supersedes item #29397)	These records document year-end totals of receipts, disbursements, net profit/loss, and inventory for each state operated harbor.	RETAIN UNTIL: Date created PLUS: 3 years THEN: Destroy	10/29/2013

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38852 -	Inspections of Grants-in-Aid Boating Sites (supersedes item #29404)	These records document maintenance and safety inspections of boating access sites owned and operated by local communities and built under grant-in-aid agreement. These inspections are completed annually for 1/3 of all grant-in-aid boating sites in each district.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	10/29/2013
38853 -	Permits - Army Corps of Engineers (supersedes item #29402)	These records document permits issued by the Army Corps of Engineers. They are kept by the district office to document approval for projects involving the Great Lakes.	RETAIN UNTIL: Project is closed out PLUS: 5 years THEN: Destroy	10/29/2013
38854 -	Permits - DEQ (supersedes item #29401)	These records document permits issued by the DEQ. They are kept by the district office to document approval for projects which may include the replacement of ramps at public access sites.	RETAIN UNTIL: Permit expires PLUS: 5 years THEN: Destroy	10/29/2013
38855 -	Public Access Site Records (supersedes item #29380)	These records document public access sites in each county. They may include, but may not be limited to, permits, drafts of plans, correspondence, proposals, engineering drawings, contract revisions, and complaints.	RETAIN UNTIL: Access site is no longer owned and maintained by the DNR PLUS: 3 years THEN: Destroy	10/29/2013
38856 -	Safety Inspections (supersedes item #29400)	These records document safety inspections of each public access site that are completed twice each year.	RETAIN UNTIL: Date created PLUS: 3 years THEN: Destroy	10/29/2013
38857 -	State Owned/Operated Boating Access Site Project Files (supersedes item #29366)	These records document maintenance of state owned/operated boating access sites that are administered and operated by the DNR. They may include, but may not be limited to, correspondence, and preliminary engineering plans.	RETAIN UNTIL: Issue is resolved or until final engineering is completed PLUS: 3 years THEN: Destroy	10/29/2013

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38858	State Owned/Operated Harbor Projects (supersedes item #29371)	These records document maintenance of harbor sites that are administered and operated by the DNR. They may include, but may not be limited to, correspondence, and preliminary engineering reports.	RETAIN UNTIL: Site is no longer owned and maintained by the DNR PLUS: 3 years THEN: Destroy	10/29/2013
38859	State Owned/Operated Waterways Deeds (supersedes item #29367)	These records document state owned/operated waterways that are administered and operated by DNR. They may contain deeds, land descriptions, legal agreements, Waterways Commission resolutions, DNR Director orders, and appropriation bills for capital outlay.	RETAIN UNTIL: Site is no longer owned and maintained by the DNR PLUS: 3 years THEN: Destroy	10/29/2013
38860	Waterways Grants-in-Aid Agreements (supersedes item #29370)	These records document grants-in-aid which are made to local units of government for boating access sites and harbors. They may include, but may not be limited to, agreements with local units of government, and land descriptions.	RETAIN UNTIL: Agreement expires PLUS: 3 years THEN: Destroy	10/29/2013
38861	Waterways Grants-in-Aid Project Files (supersedes item #29368)	These records document grants-in-aid that are made to local units of government for boating access sites and harbors. They may include, but may not be limited to, correspondence, grant applications, application review and scoring records, financial documentation, and activity reports.	RETAIN UNTIL: Grant is closed out or denied PLUS: 5 years THEN: Destroy	10/29/2013
38862	Weekly Harbor Sales Reports (supersedes item #29281, 29396)	These records document revenue earnings from state operated harbors. They are used to reconcile credit card purchases. Revenue is generated from dockage fees and the sale of fuel, oil, and related supplies. In addition, gasoline retailer supplemental reports are	RETAIN UNTIL: Date created PLUS: 7 years THEN: Destroy	10/29/2013

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		retained to reconcile sales taxes paid to the Department of Treasury for oil and gas sold at state operated harbors.		
38863	Waterways Commissioner Files (supersedes item #29365)	These records document individuals serving on the Waterways Commission. They may include, but may not be limited to, when the individual was appointed, and the number of terms served.	RETAIN UNTIL: Individual no longer serves on the commission THEN: Destroy	10/29/2013
38864	Volunteer Release and Waiver of Liability	These records document individuals who volunteer to work for the DNR. They may include, but may not be limited to, the DNR Form PR0511.	RETAIN UNTIL: No longer volunteering with DNR PLUS: 5 years THEN: Destroy	7/15/2014
38865	Vehicle/Large Equipment Files	These records document the maintenance of vehicles and large equipment used by the parks. They may include, but may not be limited to, safety and preventive maintenance inspection and lock-out checklists, repair history, and supplemental documentation.	RETAIN UNTIL: Park is no longer in possession of the vehicle or equipment THEN: Destroy	7/15/2014
38866	Motor Fuel & Oil Bulk Station Records	These records document the quantity of motor fuel and oil stored at the parks. They may include, but may not be limited to, monthly reports, and documentation submitted to the central office for reimbursement.	RETAIN UNTIL: Fiscal year ends PLUS: 7 years THEN: Destroy	7/15/2014
38867	Enforcement Data	These records document enforcement issues with visitors to state parks (noise, alcohol, animals, etc.). Data may include, but may not be limited to, date, information about the individuals involved, incident information, and enforcement officer information.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	7/15/2014

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