## STATE OF MICHIGAN
## ENTERPRISE PROCUREMENT

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

## <u>CONTRACT CHANGE NOTICE</u>

Change Notice Number **6**
to
Contract Number **MA210000000687**

<table>
<tr><td rowspan="7"><strong>CONTRACTOR</strong></td><td>United Training Commercial, LLC</td></tr>
<tr><td>707 Landa ST</td></tr>
<tr><td>New Braunfels TX 78130</td></tr>
<tr><td>Ben Wendt</td></tr>
<tr><td>734-853-2038</td></tr>
<tr><td>ben.wendt@unitedtraining.com</td></tr>
<tr><td>VS0191479</td></tr>
</table>

<table>
<tr><td rowspan="4"><strong>STATE</strong></td><td><strong>Program Manager</strong></td><td>Various</td><td>Various</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td rowspan="3"><strong>Contract Administrator</strong></td><td>Emily Massa</td><td>DTMB</td></tr>
<tr><td>517-897-7321</td><td></td></tr>
<tr><td colspan="2">massae@michigan.gov</td></tr>
</table>

### CONTRACT SUMMARY

PROFESSIONAL IT TRAINING SERVICES

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|---|---|---|---|
| June 1, 2019 | May 31, 2024 | 5 - 12 Months | May 31, 2026 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| N/A | N/A |

| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
|---|---|---|---|---|
| ☐ P-Card | ☐ Direct Voucher (PRC) | ☐ Other | ☐ Yes | ☒ No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

### DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☐ | | ☐ | | |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $1,249,999.00 | $150,000.00 | $1,399,999.00 |

### DESCRIPTION

Effective August 29th, 2024, $150,000.00 is added to this contract to conduct three, one day bootcamps where developers learn to build an application using Power Apps.

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

**Program Managers**

**for**

**Multi-Agency and Statewide Contracts**

| AGENCY | NAME | PHONE | EMAIL |
|--------|------|-------|-------|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-772-6679 | RutkowskiS1@michigan.gov |
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-772-6679 | RutkowskiS1@michigan.gov |

# STATE OF MICHIGAN
## ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **MA210000000687**

| CONTRACTOR | | STATE | | |
|---|---|---|---|---|
| | United Training Commercial, LLC | | Program Manager | Various | Various |
| | 707 Landa ST | | | | |
| | New Braunfels TX 78130 | | | | |
| | Ben Wendt | | Contract Administrator | Emily Massa | DTMB |
| | 734-853-2038 | | | 517-897-7321 | |
| | ben.wendt@unitedtraining.com | | | massae@michigan.gov | |
| | VS0191479 | | | | |

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| PROFESSIONAL IT TRAINING SERVICES | | | |
| **INITIAL EFFECTIVE DATE** | **INITIAL EXPIRATION DATE** | **INITIAL AVAILABLE OPTIONS** | **EXPIRATION DATE BEFORE** |
| June 1, 2019 | May 31, 2024 | 5 - 12 Months | May 31, 2026 |
| **PAYMENT TERMS** | | **DELIVERY TIMEFRAME** | |
| N/A | | N/A | |
| **ALTERNATE PAYMENT OPTIONS** | | | **EXTENDED PURCHASING** |

| ☐ P-Card | ☐ Direct Voucher (PRC) | ☐ Other | ☒ Yes | ☐ No |
|---|---|---|---|---|

| MINIMUM DELIVERY REQUIREMENTS |
|---|
| N/A |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|---|---|---|---|---|
| **OPTION** | **LENGTH OF OPTION** | **EXTENSION** | **LENGTH OF EXTENSION** | **REVISED EXP. DATE** |
| ☐ | | ☐ | | |
| **CURRENT VALUE** | **VALUE OF CHANGE NOTICE** | **ESTIMATED AGGREGATE CONTRACT VALUE** | | |
| $749,999.00 | $500,000.00 | $1,249,999.00 | | |

| DESCRIPTION |
|---|
| Effective July 30th, 2024, this contract is hereby increased by $500,000.00 for the addition of IT training for various staff members.<br><br>All other terms, conditions, specifications, and pricing remain the same.  Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on July 30th, 2024. |

**Program Managers**

**for**

**Multi-Agency and Statewide Contracts**

| AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-772-6679 | RutkowskiS1@michigan.gov |

# STATE OF MICHIGAN
# CENTRAL PROCUREMENT SERVICES

## Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **210000000687**

| CONTRACTOR | | STATE | | |
|---|---|---|---|---|
| United Training Commercial, LLC | | Program Manager | Various | DTMB |
| 707 Landa ST | | | | |
| New Braunfels, TX 78130 | | Contract Administrator | Sean Regan | DTMB |
| Ben Wendt | | | (517) 243-8459 | |
| 734-853-2038 | | | regans@michigan.gov | |
| ben.wendt@unitedtraining.com | | | | |
| VS0191479 | | | | |

### CONTRACT SUMMARY

PROFESSIONAL IT TRAINING SERVICES

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE |
|---|---|---|---|
| June 1, 2019 | May 31, 2024 | 5 - 1 Year | May 31, 2026 |

| PAYMENT TERMS | DELIVERY TIMEFRAME |
|---|---|
| | N/A |

| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
|---|---|---|---|---|
| ☐ P-Card | ☐ PRC | ☐ Other | ☒ Yes | ☐ No |

**MINIMUM DELIVERY REQUIREMENTS**

N/A

### DESCRIPTION OF CHANGE NOTICE

| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
|---|---|---|---|---|
| ☒ | 2 - 1 year option | ☐ | | May 31, 2026 |

| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE |
|---|---|---|
| $500,000.00 | $249,999.00 | $749,999.00 |

### DESCRIPTION

Effective November 28, 2023, this Contract is increased by $249,999.00 and exercising 2 of the 5 remaining option years. These additional funds will allow for agencies to continue to purchase any offered classes.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-772-6679 | RutkowskiS1@michigan.gov |

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

## CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **210000000687**  (Replacing MA 190000000894)

| CONTRACTOR | | STATE | | |
|---|---|---|---|---|
| United Training Commercial, LLC | | Program Manager | Various | DTMB |
| 707 Landa ST | | | | |
| New Braunfels, TX 78130 | | | | |
| Ben Wendt | | Contract Administrator | Sean Regan | DTMB |
| 734-853-2038 | | | (517) 243-8459 | |
| ben.wendt@unitedtraining.com | | | regans@michigan.gov | |
| VS0191479 | | | | |

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| PROFESSIONAL IT TRAINING SERVICES | | | |
| **INITIAL EFFECTIVE DATE** | **INITIAL EXPIRATION DATE** | **INITIAL AVAILABLE OPTIONS** | **EXPIRATION DATE BEFORE** |
| June 1, 2019 | May 31, 2024 | 5 - 1 Year | May 31, 2024 |
| **PAYMENT TERMS** | | **DELIVERY TIMEFRAME** | |
| NET 45 | | | |
| **ALTERNATE PAYMENT OPTIONS** | | | **EXTENDED PURCHASING** |
| ☐ P-Card          ☐ PRC          ☐ Other | | | ☒ Yes          ☐ No |
| **MINIMUM DELIVERY REQUIREMENTS** | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|---|---|---|---|---|
| **OPTION** | **LENGTH OF OPTION** | **EXTENSION** | **LENGTH OF EXTENSION** | **REVISED EXP. DATE** |
| ☐ | | ☐ | | May 31, 2024 |
| **CURRENT VALUE** | | **VALUE OF CHANGE NOTICE** | **ESTIMATED AGGREGATE CONTRACT VALUE** | |
| $744,625.00 | | $0.00 | $744,625.00 | |

| DESCRIPTION |
|---|
| Effective February 1, 2021, this contract is changing from MA 190000000894 to MA 210000000687 in SIGMA and updated to formally transition the contract to United Training Commercial LLC, that has purchased the old contractor, NHLS.<br><br>The following language is updated:<br>  - Page 9 Instructor Led e-learning: Change reference to Adobe Connect to Zoom.<br>  - Page 10 Instructor Led e-Learning: Change references to Live OLL platform to Virtual Live Instructor led Training Platform.<br>  - Page 10 Self-Paced e-Learning: Change NHGO Now to Learn Now On Demand and change Online Anytime to Skillport Platform.<br><br>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement and DTMB Central Procurement Services approval. |

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

| AGENCY | NAME | PHONE | EMAIL |
|--------|------|-------|-------|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-269-7713 | RutkowskiS1@michigan.gov |

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

## CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **190000000894**

| CONTRACTOR | | | STATE | | | |
|---|---|---|---|---|---|---|
| | NH LEARNING SOLUTIONS CORPORATION | | | Program Manager | Various | DTMB |
| | 630 Kenmoor Ave. SE , Suite 205 | | | | | |
| | Grand Rapids, MI 49546 | | | | | |
| | Ben Wendt | | | Contract Administrator | Sean Regan | DTMB |
| | 734-853-2038 | | | | (517) 243-8459 | |
| | ben.wendt@nhls.com | | | | regans@michigan.gov | |
| | CV0013370 | | | | | |

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| PROFESSIONAL IT TRAINING SERVICES | | | |
| **INITIAL EFFECTIVE DATE** | **INITIAL EXPIRATION DATE** | **INITIAL AVAILABLE OPTIONS** | **EXPIRATION DATE BEFORE** |
| June 1, 2019 | May 31, 2024 | 5 - 1 Year | May 31, 2024 |
| **PAYMENT TERMS** | | **DELIVERY TIMEFRAME** | |
| NET 45 | | | |
| **ALTERNATE PAYMENT OPTIONS** | | | **EXTENDED PURCHASING** |
| ☐ P-Card ☐ PRC ☐ Other | | | ☒ Yes ☐ No |
| **MINIMUM DELIVERY REQUIREMENTS** | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|---|---|---|---|---|
| **OPTION** | **LENGTH OF OPTION** | **EXTENSION** | **LENGTH OF EXTENSION** | **REVISED EXP. DATE** |
| ☐ | | ☐ | | May 31, 2024 |
| **CURRENT VALUE** | **VALUE OF CHANGE NOTICE** | **ESTIMATED AGGREGATE CONTRACT VALUE** | | |
| $744,625.00 | ($244,625.00) | $500,000.00 | | |
| **DESCRIPTION** | | | | |

Effective August 27, 2020, this Contract is hereby canceling change notice 1 and decreasing the Contract by $244,625.00. Due to COVID-19, the MDOS will not be having in-person training.

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

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

| AGENCY | NAME | PHONE | EMAIL |
|--------|------|-------|-------|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-269-7713 | RutkowskiS1@michigan.gov |

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

## CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **190000000894**

| CONTRACTOR | | STATE | | |
|---|---|---|---|---|
| NH LEARNING SOLUTIONS CORPORATION | | Program Manager | Various | MULTI |
| 630 Kenmoor Ave. SE , Suite 205 | | | | |
| Grand Rapids, MI 49546 | | | | |
| Jeff Ham | | Contract Administrator | Garrick Paraskevin | DTMB |
| 616-574-7519 | | | (517) 284-6993 | |
| jeff.ham@nhls.com | | | paraskeving@michigan.gov | |
| CV0013370 | | | | |

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| PROFESSIONAL IT TRAINING SERVICES | | | |
| **INITIAL EFFECTIVE DATE** | **INITIAL EXPIRATION DATE** | **INITIAL AVAILABLE OPTIONS** | **EXPIRATION DATE BEFORE** |
| June 1, 2019 | May 31, 2024 | 5 - 1 Year | May 31, 2024 |
| **PAYMENT TERMS** | | **DELIVERY TIMEFRAME** | |
| Net 45 | | | |
| **ALTERNATE PAYMENT OPTIONS** | | | **EXTENDED PURCHASING** |
| ☐ P-Card          ☐ PRC          ☐ Other | | | ☒ Yes          ☐ No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|---|---|---|---|---|
| **OPTION** | **LENGTH OF OPTION** | **EXTENSION** | **LENGTH OF EXTENSION** | **REVISED EXP. DATE** |
| ☐ | | ☐ | | May 31, 2024 |
| **CURRENT VALUE** | **VALUE OF CHANGE NOTICE** | | **ESTIMATED AGGREGATE CONTRACT VALUE** | |
| $500,000.00 | $244,625.00 | | $744,625.00 | |

| DESCRIPTION |
|---|
| Effective 1/17/2020,  the following amendments are incorporated into this Contract per attached SOW.  This change includes adding training sites for MDOS and increases the value of this Contract by $244,625.00.<br><br>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval. |

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

| AGENCY | NAME | PHONE | EMAIL |
|---|---|---|---|
| DTMB | Michelle Beckwith | 517-241-5495 | BeckwithM1@michigan.gov |
| MDOS | Stanley Rutkowski | 989-269-7713 | RutkowskiS1@michigan.gov |

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

| | |
|---|---|
| **Project Title:**<br>**CARS Phase II Roll Out Training** | **Period of Coverage:**<br>**November 30, 2020 – March 12, 2021** |
| **Requesting Department:**<br>**DTMB on Behalf of MDOS** | **Date:**<br>**1/16/2020** |
| **Agency Project Manager:**<br>**Stanley Rutkoski** | **Phone:**<br>**989-269-7713** |
| **DTMB Project Manager:**<br>**Traci Hochheimer** | **Phone:**<br>**574-780-0044** |

**Brief Description of Services to be provided:**

## BACKGROUND:

The State of Michigan has a state-wide training contract with New Horizons to provide training to State of Michigan (SOM) employees either via in-person (on premises or at remote locations) or electronic methods. These trainings are available to register for online and are available on an as-needed basis.

## PROJECT OBJECTIVE:

The Michigan Department of State (MDOS) is getting ready to implement the next version/phase of CARS software and the training of employees to use their new software. The SOM requires dedicated training space at the various New Horizions training centers for the days specified in this Statement of Work. This is for room rental only, all training materials and training will be provided by MDOS.

## SCOPE OF WORK:

The table at the bottom specifies the locations, dates, number of seats, computers, cost per day, number of days, cost per location, and total cost.

## TASKS:

1. Specific training rooms for the all locations need to be identified and confirmed by July 1, 2020.
2. The same training room for all Training locations needs to be utilized for the entire reservation period. We cannot be changing rooms at any point during this time period.
3. Requirements for each training room
   a. PC Workstations (specific number of workstations listed table below by location) with internet
   b. 1 Instructor PC Workstation
   c. 1 projector attached to the Instructor PC Workstation and screen
   d. Free parking for the same amount of spots as PC Workstations
4. The Agency Project Manager and DTMB Project Manager must be notified by 5:00AM if a Training Location is closed due to inclement weather
5. If a Training Location is going to close early, due to inclement weather, the Agency Project Manager and DTMB Project Manager must be notified a minimum of 2 hours prior to the closure.
6. A Building Contact (name and phone number) must be provided for each Training Location by July 1, 2020

## PAYMENT SCHEDULE:

Payment will be made on a monthly basis during the training period for training completed during the month. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be

approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

A copy of the each Invoice must also be emailed to: MDOS-SOS-Procurement@michigan.gov

If any given Training Location is closed due to inclement weather, MDOS will not be charged for that given day(s).

**LOCATIONS OF WHERE THE WORK IS TO BE PERFORMED:**

| Location | Dates Needed 2020 | Dates Need 2021 | Number of Computers | Price per day | Days | Total |
|---|---|---|---|---|---|---|
| Gaylord – University Center | N/A | January 13 – March 12, 2021 | 24 | $475 | 43 | $20,425 |
| Grand Rapids | December 7-30, 2020 | January 4 – March 12, 2021 | 18 | $475 | 66 | $31,350 |
| Kalamazoo - WMU Fetzer Center | December 7-30, 2020 | January 4 – March 12, 2021 | 24 | $475 | 66 | $31,350 |
| Livonia | December 7-30, 2020 | January 4 – March 12, 2021 | 24 | $475 | 66 | $31,350 |
| Lansing - TBD | November 30-December 30, 2020 | January 4 – March 12, 2021 | 24 | $475 | 71 | $33,725 |
| Lansing - TBD | November 30-December 30, 2020 | January 4 – March 12, 2021 | 24 | $475 | 71 | $33,725 |
| Troy Classroom 1 | December 7-30, 2020 | January 4 – March 12, 2021 | 16 | $475 | 66 | $31,350 |
| Troy Classroom 2 | December 7-30, 2020 | January 4 – March 12, 2021 | 24 | $475 | 66 | $31,350 |
| | | | | **Grand Total** | | **$244,625** |

**\*The following holidays the State will be closed for business and will not need the training rooms:**
- **December 24, 2020**
- **December 25, 2020**
- **December 31, 2020**
- **January 1, 2021**
- **January 18, 2021 (Martin Luther King Holiday)**
- **February 15, 2021 (President's Day).**

# STATE OF MICHIGAN PROCUREMENT
## Department of Technology, Management, and Budget
525 W Allegan St, Lansing, MI 48933

# NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **190000000894**
between
THE STATE OF MICHIGAN
and

| CONTRACTOR | |
|---|---|
| | NH Learning Solutions Corporation |
| | 630 Kenmoor Ave. SE, Suite 205 |
| | Lansing, MI 49546 |
| | Eric Rower |
| | (616) 574-7503 |
| | Eric.Rower@nhls.com |
| | CV0013370 |

| STATE | | | |
|---|---|---|---|
| Program Manager | Michelle Beckwith | DTMB |
| | (517) 241-5495 | |
| | BeckwithM1@michigan.gov | |
| Contract Administrator | Sean Regan | DTMB |
| | (517) 243-8459 | |
| | Regans@michigan.gov | |

| CONTRACT SUMMARY | | | |
|---|---|---|---|
| DESCRIPTION: PROFESSIONAL IT TRAINING SERVICES | | | |
| **INITIAL EFFECTIVE DATE** | **INITIAL EXPIRATION DATE** | **INITIAL AVAILABLE OPTIONS** | **EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW** |
| June 1, 2019 | May 31, 2024 | 5 - 1 Year | May 31, 2024 |
| **PAYMENT TERMS** | | **DELIVERY TIMEFRAME** | |
| Net 45 | | | |
| **ALTERNATE PAYMENT OPTIONS** | | | **EXTENDED PURCHASING** |
| ☐ P-card　　☐ Payment Request (PRC)　　☐ Other | | | ☒ Yes　　☐ No |
| **MINIMUM DELIVERY REQUIREMENTS** | | | |
| N/A | | | |
| **MISCELLANEOUS INFORMATION** | | | |
| **N/A** | | | |
| | | | |
| **ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION** | | | **$500,000.00** |

**FOR THE CONTRACTOR:**

_____
**Company Name**

_____
**Authorized Agent Signature**

_____
**Authorized Agent** (Print or Type)

_____
**Date**

**FOR THE STATE:**

_____
**Signature**

**Garrick Paraskevin - Category Analyst, IT**
**Name & Title**

**Department of Technology, Management and Budget**
**Agency**

_____
**Date**

# STATE OF MICHIGAN

**EXHIBIT A**
**PROJECT SCOPE**

## 1. DEFINITIONS

The following terms have the meanings set forth below.  All initial capitalized terms that are not defined below will have the respective meanings given to them in Section 1 of the Contract Terms and Conditions. "Solution" encompasses all services and delivery methods, IT or otherwise, that the Contractor will put in place to meet the requirements of this Contract.

| Term | Definition |
|---|---|
| Days | Means calendar days unless otherwise specified. |
| Additional Service | Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will likely result in the need to provide the Contractor with additional consideration. |
| Application Development | Instructions on the design, development and implementation of applications residing on a desktop or in a shared environment.  Requires program language instructions using software such as Microsoft Access, Visual Basic, SQL, HTML and Oracle. |
| Business Day | Whether capitalized or not, will mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated. |
| DTMB | Department of Technology, Management, and Budget |
| Deliverable | Physical goods and/or commodities as required or identified by a Statement of Work |
| Incident | Any interruption in Services. |
| Instructor-Led e-Learning | Courses feature live training over the Internet with real instructors, in real-time. |
| Key Personnel | Any Personnel designated in Article 1, Section 25 as Contractor Key Personnel. |
| Master Agreement | An alternate term for Contract as used in the States computer system. |
| New Work | Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will likely result in the need to provide the Contractor with additional consideration. |
| Self-Paced e-Learning | Learners are trained at their own pace and comfort level over the internet. |

| | |
|---|---|
| Services | Any function performed for the benefit of the State. |
| State Location | Any physical location where the State performs work. State Location may include state-owned, leased, or rented space. |
| Subcontractor | A company Contractor delegates performance of a portion of the Services to but does not include independent contractors engaged by Contractor solely in a staff augmentation role. |
| Tailoring | Requires modification of materials based on discussion with the DTMB Client regarding needs and confirmation of the materials prepared by the Vendor are suitable and fulfill the needs to the DTMB client. |
| Unauthorized Removal | Contractor's removal of Key Personnel without the prior written consent of the State. |
| Work in Progress | A Deliverable that has been partially prepared but has not been presented to the State for Approval. |
| Work Product | Refers to any data compilations, reports, and other media, materials, objects, or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract. |

## 2. PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Technology, Management, & Budget (DTMB), has issued this Contract to provide Information Technology (IT) Training Services and Materials necessary to offer an IT training program to the State. The Contractor must provide these services to all State departments and agencies within the Executive Branch, Legislative Branch, and Judicial Branch, and to all members of the State's Michigan Delivering Extended Agreements Locally (MiDEAL). The Contractor must provide IT training development plans, a Web catalog of course offerings & registration functionality, and high quality, cost effective training courses (including classroom based, instructor led E-learning, self-paced E-learning), certification programs, and progressive curricula on subjects relating to Project Management, Business Skills, Desktop Software, Server& Network Management Software, and Application Development Software in active use by the State over the life of the Contract.

The total quantity of purchase of any individual training course on this contract is not known. The State does not guarantee any total amount. This is an indefinite quantity contract with no minimum guarantee of any business.

## 3. BACKGROUND

DTMB was created in March 2010, by Executive Order 2009-55, to centralize and improve the management of State information technology investments. As part of its role as general contractor for State IT resources, DTMB consolidates and coordinates the procurement of IT services and commodities for State departments and agencies.

In recent years, DTMB has been tasked to establish and maintain a connection to IT Training services for the enterprise.

## 4. PURPOSE

The State has a continuous need for professional training covering current and future technology and business topics, to be met by this Contract. The State anticipates that curricula and courses covered

by this Contract will be driven by the State's IT architecture; therefore, to continue to meet the State's needs, courses and progressive curricula will periodically change over the life of this Contract.

The State has the following goals and objectives for this Contract:
1. Establish and promote a collaborative relationship with the shared goal of providing superior management of the IT training needs on an enterprise and long-term basis.
2. Reduce direct and hidden costs associated with IT training.
3. Standardize IT training throughout the State.
4. Measure the value of training, including the effectiveness of available training interventions.
5. Quality and consistent training using the latest available technology.
6. Training delivered timely, at fair market prices and with professional customer support.

## 5. REQUIREMENTS

The Contractor must provide customer-focused learning choices in multiple formats and delivery methods, offering top-quality, cost effective training tailored to meet the State's specific needs. All learning methods must be supported with the tools and resources essential to an enhanced learning experience.

The following are in-scope for this Contract:
1. Web-based Services
    a. Course/Product Catalog
    b. Enrollment
    c. Ordering Procedure
2. Training Methods
    a. Formal Classroom training
    b. Instructor-Led e-Learning
    c. Self-Paced e-Learning
    d. Tailored Professional Training – SOW process
3. Support Services and Training Facilities
    a. Help Desk
    b. Training Facilities
    c. "Portable Classroom"
    d. Post-Class Educational Support

The following are out-of-scope for this Contract:
- Out-of-state training
- Seminars
- Conferences

### a. Training Selection, Verification, and Validation

The Contractor must select, verify, and validate courses in collaboration with DTMB during onsite or online meetings annually, or as otherwise formally requested by the State. The following information must be covered:

- General Background
    o Review the current training operations, the most recent course offerings, and any attendance records to gain a sense of the past audience.
    o Review current training program to discuss successful and unsuccessful approaches.

- o Review metrics by agency and by division for each training method offered, including subscription and usage data, to get a general sense of the overall audience.
- o Review State contact lists and associated roles for accuracy, i.e., Agency liaisons, Division contacts, Program Management contacts, and so forth.

- Meeting Immediate Training Needs
  - o Determine any dates and locations for any upcoming group training classes to be delivered in a formal classroom setting or online for upcoming initiatives.
  - o The Contractor must provide current certification paths offered to State of Michigan staff upon request.

- Setup Online Access to Registration and Training
  - o Develop a Web catalog & registration portal to ensure simplicity for potential class attendees to both find classes and register.
    - Based on State applications in use, the Contractor must present recommended training classes.
    - Class options must include formal classroom training, online instructor-led training, and e-Learning.
    - DTMB key personnel will view the course listings, descriptions, and outlines.
    - DTMB may speak to the Contractor's subject matter experts to finalize course selections, upon request.
    - The selected courses must be incorporated into a Web Catalog with dates available for each live class, along with options for students to attend e-Learning classes.
    - Finalize course selection and publish class locations
  - o Verify receipt of all data required to enroll each student, to send an acknowledgement of a registration request, and to send a final confirmation of enrollment once a Delivery Order (DO) is obtained.
  - o Verify automated notifications at time of registration request and enrollment send to correct recipients – student, manager, Agency contact, & Division contact (optional) – with accurate course information in place.
  - o Provision & verify user access to online training courses and subscriptions upon enrollment.

### b. Tailored Professional Training – SOW Process

Any custom class, individual tutoring, unique training, or special courses designed for the State must be added to the Contract through a Contract Change Notice and associated Statement of Work (SOW). Unless other arrangements have been mutually agreed upon between the DTMB Program Manager and the Contractor, the Contractor must define all materials, computer support services, and equipment necessary to provide the customized training within the SOW and incorporate any additional costs into the course fee.

Analysis and presentation work performed by the Contractor for the purpose of developing quotes or advising the State on a course of action must not be chargeable. The Contractor must include a provision for tailoring the IT Training courses supplied by this Contract to accommodate the prescribed training needs of the State's employees. Course tailoring must include a provision for developing special training experiences or courses that address the unique operational needs of DTMB and its clients.

### c. Custom Web Portal

The Contractor must create and customize a web portal with an integrated web-based course catalog capable of delivering training services along with registration & enrollment functionality by the date this contract takes effect to be used by the State over the life of this Contract. This portal must be clearly identified as being affiliated with the State of Michigan.

The custom web portal must provide the functionality for students or agency training liaisons to submit a course registration request. The Contractor must customize the required fields on the request form upon request by the State. The registration requests must be submitted to the Contractor, and an email confirmation upon registration and enrollment must be automatically sent to student, manager, Agency Training Liaison, & Division contact (optional). Once the Delivery Order (DO) is approved, the Contractor must proceed with the student enrollment. In the event that a class is full, the Contractor must assist the student by either adding another session or selecting a new date.

#### i. Course Catalog

The custom web portal's web-based course catalog must include course descriptions, outlines, dates, locations, and State pricing for all offered training. The Contractor must meet with the appropriate contacts at the State upon request to discuss applications in use by State employees, as well as any known specific training initiatives – The Contractor must use this input to maintain their course catalog and to remove, update, or add courses as the State's needs change and new courses are validated.

Live, instructor-led courses must be offered in both onsite and online class formats. The Contractor must also integrate self-paced e-Learning courses which must be designed to be short, topic focused sessions.

The Contractor must be responsible for providing the content of the web catalog and working with the State to keep the catalog up to date and organized to make course selection an easy process for DTMB Clients. Class prerequisites and follow up courses must be provided where appropriate. Approved changes, revisions, and additions must be provided in a monthly report to the DTMB Program Manager. Report format and content are detailed within Section 6.

The Contractor must illustrate the courses required to achieve various certifications. These training paths may be added to the State's custom web portal upon request.

Upon request, the Contractor must provide the registration content and/or training history for upload in the State of Michigan's Learning Management System (LMS). The course description and outline must be provided for each class.

#### ii. Registration & Enrollment Services

The custom web portal's web-based registration & enrollment functionality must allow all DTMB Clients to submit course registration requests to the Contractor via a webform.

##### a. Registration Form Fields

The webform must capture the following criteria:
- Student's First Name – Required, open text
- Student's Last Name – Required, open text
- SOM Email – Required, open text
- Student Phone Number – Required – open text

- Agency – Required, dropdown list provided by DTMB Program Manager
- DTMB Division – Required, dropdown list provided by DTMB Program Manager
- Job Title – Required, open text
- Manager Name – Required, open text
- Manager SOM Email – Required, open text
- DO# (SIGMA reference number) – Required, open text
- Course Name – Auto populates when course is selected
- Start Date – Auto populates when course is selected
- Where – Auto populates when course is selected
- Comments – Not required, open text

### b. Notifications & Course Cancellation Policy

Students, managers, Agency Training Liaisons, and Division contacts (optional) must receive notification emails for:
1. Registration request confirmation
2. Enrollment confirmation
   a. If the student is enrolled in an instructor-Led e-Learning course, the student must receive a class confirmation with login instructions.
   b. If the student is enrolled in an onsite instructor-Led course, they must receive a confirmation with the street address and room number for their classroom training.
3. Course reminders
   a. Student must receive a class reminder from the Contractor within 48 hours of the date of the class.
4. Course cancellations
   a. The Contractor must enforce a ten-day cancellation policy for onsite courses and a five-day cancellation policy for Online Live courses for groups or individuals, counting business days, which excludes weekends and State holidays.
   b. The State must notify the Contractor of cancellations no fewer than ten business days before the start of any onsite class or five business days before an Online Live class to avoid cancellation fees.
   c. Once the Contractor receives a cancellation, they must update their system and the student must receive a cancellation notice.

### c. Registration, Approval, & Enrollment Procedure

The general procedure for enrollment is as follows:
1. DTMB Client
   a. searches Contractor's customized web portal to view course descriptions and outlines
   b. identifies desired course
   c. identifies preferred choice of date/time
   d. requests Manager's approval
2. Student's Manager and/or Agency Training Liaison
   a. expresses approval to submit SIGMA request
   b. engages appropriate SIGMA Submitter within Agency/Division

        c.   works with SIGMA Submitter to fill out required SIGMA information
3. SIGMA Submitter
        a.   verifies accuracy of existing information
        b.   submits SIGMA SHOP request for desired course
4. A DO is automatically
        a.   generated upon submission of SIGMA SHOP request
        b.   routed for approvals
        c.   sent by DTMB Financial Services to Student, Manager, SIGMA Submitter, Training Liaison, and Vendor once approved
5. Register for Course
        a.   Training Liaison assists Student to register for course, as defined by Agency's internal procedure
        b.   Vendor, Student, and Training Liaison receive notification that request has been submitted
6. Vendor
        a.   verifies receipt of DO
        b.   enrolls Student in course
7. Student, Manager, and Training Liaison receive enrollment confirmation email

Class enrollments for formal classroom training may follow a different procedure as determined by the State. For example, a single department may request a private onsite class at the rates and restrictions below.

The Contractor must advise students when selecting a class or determining a path to certification.

The State must notify the Contractor of cancellations no fewer than ten business days before the start of a private onsite class or five days before an Online Live class to avoid cancellation fees.

### d. Training Methods

#### i. *Formal Classroom Training*

The Contractor must provide course materials for students at no additional charge for both formal classroom training and Instructor-Led e-Learning.

The Contractor must tailor IT training as required by the State. Pricing must depend on the topic and scope of work and must pass through to the Statement of Work process.

The formal classroom rate must be the same for classes held at a State facility and a Contractor-supplied facility. There must be no additional charge for the State to use our classrooms for private group sessions with our instructors.

Formal classroom group sessions must be held either at a State facility or at the Contractor's facility at no additional charge by the Contractor.

#### ii. *Instructor-Led e-Learning*

The Contractor must maintain a web-based environment to deliver Instructor led e-Learning. Students must utilize Adobe Connect to view the course, access labs, and access course materials.

The Contractor must provide guidance to the State upon request to determine the appropriate means to incorporate its schedule of guaranteed to run, live, online instructor-led training courses. These

live, online instructor-led training courses must require no minimum number of student registrations to run as scheduled.

Instructor-Led e-Learning must be offered through the Contractor's LIVE® (OLL) platform. Students may attend from their own office or attend from the contractor's OLL classrooms, where a site coordinator must be present to assist students.

The Contractor must provide students with access to their digital courseware online. As each student attends a class, their personal library of courseware continues to grow. The Contractor must manage the distribution of courseware, labs, quick reference cards, or other materials associated with each course.

The Contractor must provide students access to live, hands-on labs where students can test their new skills on real equipment accessed over the Internet with the instructor observing and offering help and advice throughout the duration of the class.

### iii. *Self-Paced e-Learning*

Self-Paced e-Learning courses must be offered through the Contractor's NHGO® NOW Library of instructor-led video training or with their Online ANYTIME® (OLA) platform available to be purchased for use statewide in a subscription model.

NHGO Now
The Contractor must offer an on-demand training solution, which is currently referred to as NHGO NOW. This is a full library of training videos available 24/7. Students may attend an entire class or watch a video on an individual application feature. The recorded trainer always remains on the screen to keep the students fully engaged with examples and tips.

Online ANYTIME®
The Contractor must offer an on-demand e-Learning collection, currently referred to as Online ANYTIME®. This collection must offer courses across the critical technology subject areas, continually developed to keep up with the constantly changing requirements for various professional certifications. for the novice to the advanced user to sharpen skills and enhance user ability. This training collection must offer task-based, multipath scenarios to provide realistic simulation of technology subjects.

Microsoft OnDemand, VMware OnDemand, and Cisco OnDemand must be available to be purchased individually.

### e. Support Services and Training Facilities

#### i. *Support Services*

The Contractor must assist, at no charge, with the selection of courses. The Contractor must make instructors available to assist the Program Manager to provide insight as needed. Courses may be selected based on new or existing technologies, to define paths by certification or in some cases by role. The Contractor must make instructors available to assist the Account Manager to provide insight when needed. The Contractor must provide content for the Web Catalog indicating course tracks, specifically for technical training.

#### ii. *Contractor Training Facilities*

The Contractor must provide training facilities within a twenty-mile radius of the metropolises of Lansing, Grand Rapids and Detroit with classroom space available for students to attend their Instructor-Led e-Learning courses, and additional classroom space for groups to reserve for private

instructor-led training. <u>Training must also be provided in a State of Michigan facility (if available) or at mutually agreed upon Contractor-supplied facility between both points of contact for each of the State zones as defined in **Exhibit D**</u>. In cases where the Contractor is procuring a training facility through a third-party, the cancellation policy of that third-party shall govern the cancellation period between the State and the Contractor for that class, with a minimum of 10 days. Each of these training facilities must provide a complete workable workstation for each attending student as well as reasonable accommodation for accessibility to buildings and facilities by individuals with disabilities as defined under the Americans with Disabilities Act (ADA).

The Contractor must provide addresses of its available and easily accessible locations within the State of Michigan and send notification of any changes to the State.

### iii.    *"Portable Classroom"*

The Contractor must offer a "portable classroom" consisting of laptops and a projector, which clients may rent for a nominal fee to provide training delivered by New Horizons in a conference room or other location that does not have computers for each student.

The Contractor's instructor must deliver and setup the laptops prior to the class.  Should the State require the Contractor to secure a training location that is not at one of the Contractor's facilities or at a State facility. The Contractor must offer this service at a rate of $75 per laptop (minimum of $600) and $100 for the Projector.

### iv.    *Post-Class Educational Support*

The Contractor must provide "help desk" support to students to answer questions on topics covered in class.  There is an additional fee for this service typically based on a minimum number of hours to be purchased in advance in blocks of time.

## 6.  PROJECT MANAGEMENT

### a.  Project Control

The Contractor must carry out this project under the direction and control of DTMB.

The Contractor must work with the State to create a Project Plan to make training readily available.  The Contractor's subject matter experts must assist with any questions regarding courses to be included in your Web catalog.

The following sections of the Project Plan must be updated throughout the term of the Contract:

- Communication Plan
  - DTMB
  - Contractor
  - Extended Purchasing Partners
- Define Resource requirements for on-going administration
  - Subject Matter Experts
  - Contract Administration Team
- Training Development Maintenance
  - Web Site Security
  - Web Site Views
- Web Catalog Maintenance
  - Web Catalog Security
  - Web Catalog Views
- Reporting Process.

- Management of Support Agreement)
- Contract Quality Control Process
- Contract Change Control Process
- Pricing Review Process
- Schedule Meetings

**b. Contractor Performance and Customer Satisfaction**

 **i. *Course and Instructor Performance Rating***

The Contractor must use a 3rd party online survey tool to evaluate formal classroom instruction and online instructor led trainings at no additional cost to the State.  Results of the class surveys must be shared with the State and be made available in an Excel worksheet or in a report. The DTMB Program Manager must approve the evaluation tool.  Detailed student rating data (including individual comments) must be available in a format that can be easily loaded into a database or spreadsheet, such as Microsoft Access or Excel, where it must be formatted, sorted and reported as needed by the State. All evaluations for e-Learning courses must be conducted electronically.

Instructor and course performance must be based on the evaluations completed by the students at the end of the training session.  The performance rating must have a scale of 1-9; with 9.0 being the best score. The survey must also provide a field for students to add comments. Contractor is required to deliver training courses that at least 85% of the students in each class evaluate the class session a positive overall rating average of 7.0 to 9.0.

Average performance scores less than 7.0 may result in the DTMB Program Manager scheduling a problem-solving conference with the Contractor and instructor.  The DTMB Program Manager and Contractor must both continue to monitor the instructor's performance until an average score of 7.0 or above is obtained.  An average score of 6.0 or less is considered substandard and must result in immediate action by the DTMB Program Manager.  If a resolution between the DTMB Program Manager, Contractor, Subcontractor and instructor is determined for resolving the substandard performance and, subsequently, substandard performance ratings continue, the State may require the instructor be replaced and/or the purchase order for course in question may be cancelled.

For multi-day formal classroom courses, the instructor must conduct short, interim evaluations at the end of each class day.  This feedback is to be used by the instructor to guide or adjust his or her classroom management strategy for the remaining days of the class.  The Contractor with the approval must develop the questions and format of this abbreviated daily evaluation under the direction of the DTMB Program Manager.

The State reserves the right to customize this survey form at any time at no additional cost.

 **ii. *Quality Assurance (Measuring the Learning)***

The Contractor must provide access to electronic Pre-test/Pre-Assessment tools for all supplied IT Training courses at no additional charge when requested by the Program Manager.  Pre-Assessments must help indicate where the student may need remedial instruction to attain the desired skill level.  The Pre-Assessment must assist each student in identifying the most appropriate course level and course delivery method.

Pre-Assessments must also supply a base-level benchmark for quantifying the impact of training received.  As such, electronic Post-Assessment must also be available from the Contractor to determine the learning that has taken place after completing the course.  This Post-Assessment

could also be conducted several weeks or months after training. The results of these assessments, in statistically significant detail, must be electronically supplied to the State via a mutually acceptable process and time interval. Detailed student rating data, including individual comments, must be available as needed by the State.

The State decision maker or individual selected by the decision maker must be allowed audit any course without charge to the State.

### iii. *Process for Handling Dissatisfaction*

Instructor and course performance are based on a number of criteria. These include but are not limited to the evaluations completed by the students at the end of a training session, instructor reports turned in by each instructor immediately following each training session, comments from Training Liaisons and/or students after the student has returned to their normal job duties. The training evaluation form used by students immediately following each training course must be created by the Contractor and approved by the DTMB Program Manager.

Contractor must continuously review both instructor reports and student evaluations. Comments from Training Liaisons are to be solicited on an ongoing basis. All students and Training Liaisons must be given contact information upon registering for any training, and upon completion of each course, for any input they may have during and after any training. Contractor must encourage comments, questions, concerns and constructive criticism from the students and liaisons. If an Account Manager views a negative comment or concern, he/she must reach out to the liaison to discuss the circumstances.

## 7. CONTRACT TERM

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

## 8. SPECIFIC STANDARDS

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan Web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. All services and products provided through this Contract must comply with all applicable State IT standards, policies and procedures (see links below). The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

### a. IT Policies, Standards and Procedures (PSP)
All software and hardware items that may be used by the Contractor must be compatible with the DTMB Standard Information Technology environment. It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. Any changes must be approved, in writing, by the State's Project Manager, before work may proceed based on the changed environment.

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

### a. 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 must 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.

**b. Mobile Responsiveness**

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Contractors must provide a list of all mobile operating systems (including versions) that are compatible with the Solution. Additionally, Contractor must provide list of features that can be performed via a mobile device.

**c. 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

**d. The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/suite.

*9. USER TYPE AND CAPACITY*

| Type of User | Access Type | Number of Users | Number of Concurrent Users |
|---|---|---|---|
| State Employees and Trusted Third Parties | Read Only | 50,000 | 300 |

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

*10. ACCESS CONTROL AND AUDIT*

Where system login is required, Contractor's solution must support State standard federated single sign on for end user access. The Solution must support multi-factor authentication for privileged/administrative access. The Contractor must already have this configured and running.

*11. DATA RETENTION*

Contractor must capture and maintain training records for the duration of the contract, including student registration, enrollment, course attendance, course completion history, and any certifications or achievements issued to the student upon completion of a course. Contractor must provide training history to State via regular reports, upon request, and at the time the contract concludes.

*12. SECURITY*

Contractor must adhere to security requirements defined in Schedule C.

Contractor must remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) using minimum control values as established in the applicable PSP.

### 13. 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.

### 14. INTEGRATION

There are no integration services needed at this time, however the State may need integration services in the future.  This type of work would be added through the Statement of Work Process outlined in Section 5b.

### 15. MIGRATION

There are no migration services needed at this time, however the State may need migration services in the future. This type of work would be added through the Statement of Work Process outlined in Section 5b.

### 16. TESTING SERVICES AND ACCEPTANCE

The State reserves the right to test systems created by NHLS for enrollment and training purposes.

### 17. TRAINING SERVICES

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

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

### 18. HOSTING

Contractor must maintain and operate a backup and disaster recovery plan as attached **Schedule D.**

### 19. SUPPORT AND OPERATIONS

Contractor must maintain compliance with their supplied Support Schedule, attached as **Schedule B**.

#### a. Support Hours

The State requires the Contractor to provide Support Hours as 8 a.m. to 5 p.m. Eastern, Monday thru Friday as well as any time outside of normal business hours that a live course is being offered.

### 20. 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 must 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.

### 21. 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.

### 22. CONTRACTOR KEY PERSONNEL

Contractor has identified all Contractor resources and responsibilities required for the successful implementation and ongoing support of the Solution.

#### a. 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.

| **NH Learning Solutions Corporation dba New Horizons Computer Learning Centers** |
|---|
| **Eric Rower** <br> 630 Kenmoor Ave. SE, Suite 205 <br> Lansing, MI 49546 <br> (616) 574-7503 <br> Eric.Rower@nhls.com |

#### b. Contractor Project Manager

Contractor has identified the Contractor Project Manager who must serve as the primary contact with regard to services who must have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

| **NH Learning Solutions Corporation dba New Horizons Computer Learning Centers** |
|---|
| **Eric Rower** <br> 630 Kenmoor Ave. SE, Suite 205 <br> Lansing, MI 49546 <br> (616) 574-7503 <br> Eric.Rower@nhls.com |

### 23. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT, drug tests or similar background checks, with acceptable results as determined by State, for all staff identified for assignment to this project.

In addition, proposed Contractor personnel must 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 must pay for all costs associated with ensuring their staff meets all requirements.

### 24. STATE RESOURCES/RESPONSIBILITIES

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

There should be a continuous liaison between the DTMB Program Manager and the Contractor and its subcontractors to review progress and aid in resolving any problems and/or concerns. The DTMB Program Manager is the SPOC for all Contract project communications. The DTMB Program Manager must:

- Manage the Contract as a partnership with the Contractor.
- Provide a central point of contact and advocacy for DTMB Clients.
- Monitor and track the performance of the Contractor to ensure DTMB Client satisfaction.
- Administer Change Control events with the Project Manager, in accordance with the procedures described in this document.
- Assist DTMB clients in the development of a Statement of Work.
- Work with the DTMB Clients to designate an Agency Training Liaison who must coordinate their agencies' training requests and must serve as their agency's training liaison to the Contractor and the DTMB Program Manager.
- The DTMB Program Manager may schedule classroom or e-Learning session visitations for monitoring purposes at no charge to the State. These findings may be shared with the Contractor and its subcontractors.
- Serve as the liaison between the Project Manager and all other individuals participating in this Contract.
- Gain the participation and commitment of all personnel affected by the project and escalate issues within the State as may be necessary to maintain timely progress.
- Regularly attend project status meetings.
- Obtain and provide information, decisions and approvals to ensure efficient and effective management of this Contract
- Resolve deviations from the project plan caused by State personnel or activities.
- Provide subject matter experts as needed to achieve project goals and schedules.
- Coordinate and manage the activities of State personnel assigned under a plan.
- Establish a method of communications for written information for this project in mutual agreement with the Project Manager.
- Provide timely approvals as proposed in the plans.
- Monitor and report project status on a regular basis to various stakeholders at the State.
- We must also work with State employees to verify classes to be added, edited, or deleted throughout the term of the contract.
- DTMB Clients must also be responsible for providing purchase orders to correspond to student enrollments and to assist with scheduling formal classroom training at a State facility or New Horizons classroom.

### a. State Contract Administrator

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

| State Contract Administrator |
| --- |
| **Garrick Paraskevin**<br>Constitution Hall<br>525 West Allegan Street, Lansing, MI 48933<br>(517) 256-7516<br>ParaskevinG@michigan.gov |

**b. State Program Manager**

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

| Program Manager |
| --- |
| **Name Michelle Beckwith** |
| Address 111 S Capitol Ave, Lansing, MI 48933 |
| Phone (517) 241-5495 |
| Email SOM-ITTrainingConnect@michigan.gov |

**c. Agency Business Owner**

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

| Agency Business Owner |
| --- |
| **Michelle Beckwith** |
| George W. Romney Building |
| 111 South Capitol Avenue, Lansing, MI 48933 |
| (517) 241-5495 |
| BeckwithM1@michigan.gov |

### 25. MEETINGS

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

**a. Project Kick-Off Meeting**

Within 10 (ten) business days from execution of the Contract, the Contractor 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. These meetings must be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State must bear no cost for the time and travel of the Contractor for attendance at the meeting.

**b. Performance Review Meetings**

The State must require the Contractor to participate in monthly meetings to review the Contractor's performance under the Contract. The meetings must be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State must bear no cost for the time and travel of the Contractor for attendance at the meeting.

The State may request other meetings, as it deems appropriate.

### 26. PROJECT REPORTS

Contractor must provide a variety of best practice reports (and detailed downloadable data, not at this time but may be required in the future) that must enable the State, and the Contractor, to more effectively manage the quality, value and logistics of the IT training supplied. Electronic data transfer elements and download frequency must be agreed upon between the Contractor and the DTMB Program Manager. At a minimum, a monthly download to the designated State of Michigan system must be required. Select data elements may require more frequent updates, depending on the time sensitive nature of the data.

At minimum, the following reports must be supplied to the State via the Contractor's designated Web site. The data for these Contractor-supplied reports must be kept current within 10 business days after the completion of the most recent class, regardless of location. The DTMB Program Manager may request additional reports as mutually agreed upon.

- Pupils trained by class. A comprehensive list of all classes offered under this Contract displaying counts relative to attendees, cancellations, no shows and reschedules.
- Pupils trained by agency. A comprehensive list of all agencies displaying counts relative to attendees, cancellations, no shows and reschedules. In addition to this summary version, a detailed version of this report is to be available to assist the State and the Contractor with identifying and addressing employee-specific problem situations or trends.
- Pupils and classes by zone. A comprehensive list of all zones displaying counts relative to classes held, attendees, cancellations, no shows and reschedules. Please refer to Exhibit C.
- Quarterly and annual training cost breakdowns by course, by agency and by zone.
- Service level reports
- Any approved changes, revisions and additions to the Product Web Catalog completed in a given month must appear in the Contractor's monthly report to the DTMB Program Manager

Other reports, such as training cost breakdowns must be provided to DTMB as requested at any interval needed.

The Contractor must provide Training metrics electronically to DTMB as requested, as well as an invoice register of all Training purchases which includes the purchase order number.

## 27. MILESTONES AND DELIVERABLES

The Contractor must carry out this project under the direction and control of the Program Manager.

The Contractor must provide a customized web portal for training registration effective immediately.

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 by authorized parties to the change and to clearly identify any impact.

## 28. PRICING

All-inclusive pricing for classes is provided within the Cost Tables of Attachment D. All-inclusive prices for classes incorporate travel, shipping, materials and a project manager who must be responsible to aid the DTMB Program Manager. The all-inclusive pricing must also incorporate the expenses the Contractor may incur when it is necessary for a class to be tailored, i.e., when teleconferences or face-to-face meetings may be required to assess and identify specific departmental issues and needs, and where training materials must be modified in order to satisfy their training requirements. The Contractor and the DTMB Program Manager must mutually agree upon the incremental additional cost of training materials for large Formal Classroom sessions where class size exceeds normal standards. For "Tailored IT Training" the class size limit must be negotiable between the Program Manager and the Contractor.

The Contractor must bear the cost of all training materials. All training materials such as booklets, handouts, etc., must be delivered to the training site in time for the session. The Contractor is also responsible for returning any excess training materials. The DTMB must not be responsible for storing, securing or the return shipment of any materials. Classroom pricing must consider that most classroom training must be conducted in the Lansing, Detroit and Grand Rapids area, but sessions must also be held in other parts of the State, some quite distant from Lansing.

Classes may be re-taken without charge to the State provided: class seats are still available 5 calendar days prior to the scheduled date of the course and the same version of the course is still being taught.

The student retaking the course is required to bring back all course materials from their previous class. To prevent potential abuse of this provision, the Contractor must include a method in the Contractor's enrollment process for identifying and reporting trends of students who retake or fail to attend a course.

At no cost to the State, students may cancel no later than five business days prior to the class. For late student cancellations, the State may be liable for the per student cost where the cancellation causes the enrollment to drop below an agreed upon minimum requirement.

### a. Method of Payment

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

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) must be defined and described in detail in Statements of Work and with an issuance of Purchase Orders (PO) executed under this Contract. Contractor must not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor must perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

### b. Travel and Expenses

The State does not pay for overtime or travel expenses.

### 29. ORDERING

### a. Training Request & Approval

As described previously, the Contractor must work with the State to review course offerings and discuss enterprise IT training needs on an ongoing basis.

When a need arises, DTMB Clients must review courses in the registration portal and identify a desired course. The appropriate Agency stakeholders – such as the student, manager, Agency Training Liaison(s) (when required by Agency), and/or Agency's Procurement/Financial Services office – must discuss and validate request internally, gather all required information to initiate a SIGMA Delivery Order (DO) request, then submit the request in the SIGMA SHOP catalog, which routes the DO for necessary Agency approvals.

Additionally, some Agencies may elect to establish additional internal approval processes, but they must not impact how vendor receives approval.

### b. Registration & Enrollment

Once the DTMB Client has a DO number, they must complete the training registration form on the Contractor's registration portal.

The request is officially approved when the DO confirmation is sent to the Contractor from the respective agency's Procurement/Financial Services office, at which point the Contractor can enroll the student in the specified course.

### c. Order Status

Contractor must provide the State with registration & enrollment information automatically upon submission in the registration portal and manually upon request. If a registration request does not receive approval for enrollment, all parties associated with the request must be notified.

Contractor's portal must meet the following needs:

- Track order status easily
- Track requisition status through approval process
- Track orders and promise dates
- Change or cancel orders for designated Staff
- View complete order history
- E-mail alerts to keep users informed
- Access complete online returns process

### *30. ADDITONAL INFORMATION*

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

# STATE OF MICHIGAN

Contract No. 190000000894
Information Technology (IT) Training Services and Materials

**EXHIBIT C**
**COURSE PRICING**

| | | | Course Details | | | OnLine Live - OLL (Virtual Live Instructor Led) | | | Instructor Led-Private Group *additional students beyond class mins priced at SOM Per Student rate | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **NHLS Type (CORE or 3rd party)** | **Training Sub Category** | **Product Category** | **Course Name** | **Duration in Days** | | **Per Student (Retail)** | **Per Student (SOM)** | **SOM Discount %** | **Private at Full Retail (8-tech 9-app)** | **Per Class (SOM)** | **SOM Discount** |
| CORE | Microsoft Office | App A | Access 2010 - Part 1 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Microsoft Office | App A | Access 2010 - Part 2 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Microsoft Office | App A | Access 2013 - Part 1 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Microsoft Office | App A | Access 2013 - Part 2 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Microsoft Office | App A | Access 2013/2016 Programming with VBA | 3 | | $885 | **$575** | -35% | 7,965 | 5,177 | -35% |
| CORE | Microsoft Office | App A | Access 2016 - Part 1 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Microsoft Office | App A | Access 2016 - Part 2 | 2 | | $590 | **$384** | -35% | 5,310 | 3,452 | -35% |
| CORE | Business Skills | App A | Business Etiquette & Professionalism | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Security | App A | CyberSAFE (Securing Assets for the End User) | 0.5 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2007 - Level 3 | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2010 - Part 1 | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2010 - Part 2 | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2010 - Part 3 | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2010 - Part 4 | 1 | | $295 | **$192** | -35% | 2,655 | 1,726 | -35% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Microsoft Office | App A | Excel 2010 PowerPivot | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2010 Programming with VBA | 3 | $885 | $575 | -35% | 7,965 | 5,177 | -35% |
| CORE | Microsoft Office | App A | Excel 2013 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2013 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2013 - Part 3 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2013 Formulas & Charts | 0.5 | $195 | $127 | -35% | 1,755 | 1,141 | -35% |
| CORE | Microsoft Office | App A | Excel 2013 Tables, PivotTables and Conditional Formatting | 0.5 | $195 | $127 | -35% | 1,755 | 1,141 | -35% |
| CORE | Microsoft Office | App A | Excel 2013/2016 Programming with VBA | 3 | $885 | $575 | -35% | 7,965 | 5,177 | -35% |
| CORE | Microsoft Office | App A | Excel 2013: Data Analysis with Pivot Tables | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2013: Data Analysis with Power Pivot | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2016 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2016 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2016 - Part 3 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2016 Formulas & Charts | 0.5 | $195 | $127 | -35% | 1,755 | 1,141 | -35% |
| CORE | Microsoft Office | App A | Excel 2016 Tables, PivotTables and Conditional Formatting | 0.5 | $195 | $127 | -35% | 1,755 | 1,141 | -35% |
| CORE | Microsoft Office | App A | Excel 2016: Data Analysis with Pivot Tables | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Excel 2016: Data Analysis with Power Pivot | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Business Skills | App A | Getting The Results Without The Authority | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | InfoPath 2010 - Creating InfoPath Forms | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Microsoft Office 2016:  Transition from Office 2007/2010 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Office 2013 Transition from 2007/2010 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Office 365 Web Apps (with Skype for Business) | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | OneNote 2010 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | OneNote 2013 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | OneNote 2016 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2010 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2010 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2013 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2013 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2016 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Outlook 2016 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Microsoft Office | App A | PivotTables in Excel 2010 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2010 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2010 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2013 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2013 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2016 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | PowerPoint 2016 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Database | App A | Relational Database Design A Practical Approach | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Using Microsoft Windows 10 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2010 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2010 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2010 - Part 3 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2013 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2013 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2013 - Part 3 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2016 - Part 1 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2016 - Part 2 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Microsoft Office | App A | Word 2016 - Part 3 | 1 | $295 | $192 | -35% | 2,655 | 1,726 | -35% |
| CORE | Business Skills | App B | Accounting Essentials | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat Pro DC: Advanced | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat Pro DC: Introduction | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat XI - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat XI - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat XI Pro - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Acrobat XI Pro - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | Adobe Captivate 2017 - Beyond the Essentials | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Captivate 2017 - The Essentials | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Captivate 9: Beyond the Essentials | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Captivate 9: The Essentials | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Dreamweaver CC: Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Dreamweaver CC: Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Graphics | App B | Adobe Dreamweaver CS6 - Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Dreamweaver CS6 - Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Flash CC: Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Flash CC: Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Flash CS6 - Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Flash CS6 - Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Illustrator CC: Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Illustrator CC: Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Illustrator CS6 - Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Illustrator CS6 - Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe InDesign CC: Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe InDesign CC: Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe InDesign CS6 - Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe InDesign CS6 - Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Photoshop CC: Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Photoshop CC: Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Photoshop CS6 - Part 1 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | App B | Adobe Photoshop CS6 - Part 2 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Business Skills | App B | Business Etiquette | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Business Problem Solving | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Business Writing | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Change Management | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Coaching | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Coaching and Mentoring | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Communication Strategies | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Conflict Resolution | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Correcting Performance Problems | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Creative Problem Solving | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Customer Service | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Effective Presentations | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Email Etiquette | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Business Skills | App B | Employee Motivation | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Excellence in Service - Advanced | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Excellence in Service - Basic | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | QuickBooks | App B | Get Going with QuickBooks 2015 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Business Skills | App B | Grammar Essentials | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | HTML5: Content Authoring Fundamentals | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Graphics | App B | HTML5: Content Authoring with New and Advanced Features | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | InfoPath Designer 2010 with Sharepoint | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Interpersonal Skills | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | QuickBooks | App B | Keep Going with QuickBooks 2015 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Business Skills | App B | Leadership and Influence | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Managerial Leadership | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Microsoft Office Publisher 2016/2019 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Negotiating | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Negotiation Skills | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Organizational Skills | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Performance Management | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Project Management | App B | Practical Time Management | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Project Management | App B | Presentation Skills | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2010 - Level 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2010 - Level 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2013 - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2013 - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2016 - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Project 2016 - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Publisher 2010 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Publisher 2013 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | QuickBooks | App B | QuickBooks 2015 - Get Going with QuickBooks 2015 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | QuickBooks | App B | QuickBooks 2015 - Keep Going with QuickBooks 2015 | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Business Skills | App B | Teamwork and Team Building | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Business Skills | App B | Time Management | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |

Revised 5/03/2016

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Microsoft Office | App B | Visio 2016 - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Visio 2016 - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Visio Professional 2010 - Level 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Visio Professional 2010 - Level 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Visio Professional 2013 - Part 1 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | Microsoft Office | App B | Visio Professional 2013 - Part 2 | 1 | $395 | $257 | -35% | 3,555 | 2,311 | -35% |
| CORE | WordPress | App B | WordPress Fundamentals | 2 | $790 | $514 | -35% | 7,110 | 4,622 | -35% |
| CORE | Graphics | Tech A | Adobe Premiere Pro CC | 3 | $1,485 | $965 | -35% | 11,880 | 7,722 | -35% |
| CORE | Developer | Tech A | Chef Essentials for Linux | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Developer | Tech A | Chef Essentials for Windows | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | CompTIA | Tech A | CompTIA A+ - Part 1 | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA A+ - Part 2 | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA A+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Cloud Essentials Certification | 3 | $1,485 | $965 | -35% | 11,880 | 7,722 | -35% |
| CORE | CompTIA | Tech A | CompTIA Cloud+ | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Cybersecurity Analyst (CySA+) Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA IT Fundamentals | 3 | $1,485 | $965 | -35% | 11,880 | 7,722 | -35% |
| CORE | CompTIA | Tech A | CompTIA Linux+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Mobility+ | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Network+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Project+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Security+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | CompTIA | Tech A | CompTIA Server+ Certification | 5 | $2,475 | $1,609 | -35% | 19,800 | 12,870 | -35% |
| CORE | Database | Tech A | Crystal Reports 2008 - Level 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2008 - Level 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2011 - Level 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2011 - Level 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2013: Part 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2013: Part 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2016: Part 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports 2016: Part 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| CORE | Database | Tech A | Crystal Reports XI - Level 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Database | Tech A | Crystal Reports XI - Level 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | Security | Tech A | CyberSec First Responder: Threat Detection and Response | 5 | $2,500 | $1,625 | -35% | 20,000 | 13,000 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2013: Site Administrator | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2013: Site Owner | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2013: Site User | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2016: Advanced Site Owner with Workflow Administration | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2016: Site Owner | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint 2016: Site User | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Designer 2010 - Level 1 | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Designer 2010 - Level 2 | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Designer 2013 | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Foundation 2010 - Level 1 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Foundation 2010 - Level 2 | 2 | $990 | $644 | -35% | 7,920 | 5,148 | -35% |
| CORE | SharePoint | Tech A | Microsoft SharePoint Foundation 2013: Site Owner | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | Oracle | Tech A | Oracle 12c Administration I | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle 12c Administration II | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle 12c SQL Fundamentals | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle 12c: PL/SQL Fundamentals | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle Database 11g - PL/SQL Fundamentals | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle Database 11g - SQL Fundamentals | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | Oracle | Tech A | Oracle Database 12c Administration | 5 | $2,695 | $1,752 | -35% | 21,560 | 14,014 | -35% |
| CORE | SQL | Tech A | SQL Querying Advanced | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | SQL | Tech A | SQL Querying Fundamentals | 1 | $495 | $322 | -35% | 3,960 | 2,574 | -35% |
| CORE | WordPress | Tech A | WordPress - An Introduction | 2 | $1,095 | $712 | -35% | 8,760 | 5,694 | -35% |
| CORE | Exchange | Tech B | 10135 Configuring, Managing and Troubleshooting Microsoft Exchange Server 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 10262 Developing Windows Applications with Microsoft Visual Studio 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 10263 Developing Windows Communication Foundation Solutions with Microsoft Visual Studio 2010 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Visual Studio | Tech B | 10264 Developing Web Applications with Microsoft Visual Studio 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 10265 Developing Data Access Solutions with Microsoft Visual Studio 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 10266 Programming in C# with Microsoft Visual Studio 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Visual Studio | Tech B | 10267 Introduction to Web Development with Microsoft Visual Studio 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 10550 Programming in Visual Basic with Microsoft® Visual Studio® 2010 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | System Center | Tech B | 10748 Deploying System Center 2012 Configuration Manager | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Visual Studio | Tech B | 10958 Programming Fundamentals of Web Applications | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | PowerShell | Tech B | 10961 Automating Administration with Windows PowerShell | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | PowerShell | Tech B | 10962 Advanced Automated Administration with Windows PowerShell® | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | System Center | Tech B | 10964 Cloud & Datacenter Monitoring with System Center Operations Manager | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | System Center | Tech B | 10965 IT Service Management with System Center Service Manager | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 10967 Fundamentals of a Windows Server® Infrastructure | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 10969 Active Directory® Services with Windows Server® | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 10970 Networking with Windows Server® | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 10971 Storage and High Availability with Windows Server® | 4 | $2,380 | $1,547 | -35% | 19,040 | 12,376 | -35% |
| CORE | Windows Server | Tech B | 10972 Administering the Web Server (IIS) Role of Windows Server | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 10974 Deploying Windows Server® | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Visual Studio | Tech B | 10975 Introduction to Programming | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 10977 Updating Your SQL Server Skills to Microsoft® SQL Server® 2014 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Azure | Tech B | 10979 Microsoft Azure Fundamentals | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | System Center | Tech B | 10981 Infrastructure Provisioning with System Center Virtual Machine Manager | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows 10 | Tech B | 10982 Supporting and Troubleshooting Windows 10 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 10985 Introduction to SQL Databases | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 10986 Upgrading Your Skills to SQL Server 2016 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 10987 Performance Tuning and Optimizing SQL Databases | 4 | $2,380 | $1,547 | -35% | 19,040 | 12,376 | -35% |
| CORE | SQL | Tech B | 10988 Managing SQL Business Intelligence Operations | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 10989 Analyzing Data with Power BI | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | SQL | Tech B | 10990 Analyzing Data with SQL Server Reporting Services | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Azure | Tech B | 10992 Integrating On-Premises Core Infrastructure with Microsoft Azure | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Azure | Tech B | 10993 Integrating On-Premises Identity Infrastructure with Microsoft Azure | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Data Analysis | Tech B | 10994 Data Analysis Fundamentals using Excel | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | System Center | Tech B | 10996 Hybrid Cloud and Datacenter Monitoring with Operations Management Suite OMS | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Office 365 | Tech B | 10997 Office 365 Administration | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 20331 Core Solutions of Microsoft® SharePoint® Server 2013 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |

Revised 5/03/2016

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | SharePoint | Tech B | 20332 Advanced Solutions of Microsoft® SharePoint® Server 2013 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Skype | Tech B | 20334 Core Solutions of Microsoft Skype for Business 2015 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 20339-1 Planning and Administering SharePoint 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 20339-2 Advanced Technologies of SharePoint 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Exchange | Tech B | 20341 Core Solutions of Microsoft Exchange Server 2013 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Exchange | Tech B | 20342 Advanced Solutions of Microsoft Exchange Server 2013 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Exchange | Tech B | 20345-1 Administering Microsoft Exchange Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Exchange | Tech B | 20345-2 Designing and Deploying Microsoft Exchange Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Office 365 | Tech B | 20347 Enabling and Managing Office 365 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Virtualization | Tech B | 20409 Server Virtualization with Windows Server Hyper-V® and System Center | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20410 Installing and Configuring Windows Server 2012 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20411 Administering Windows Server 2012 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20412 Configuring Advanced Windows Server 2012 Services | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20413 Designing and Implementing a Server Infrastructure | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20414 Implementing an Advanced Server Infrastructure | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20415 Implementing a Desktop Infrastructure | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20416 Implementing Desktop Application Environments | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20417 Upgrading Your Skills to MCSA Windows Server 2012 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20461 Querying Microsoft SQL Server® | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20462 Administering Microsoft® SQL Server® Databases | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20463 Implementing a Data Warehouse with Microsoft® SQL Server® | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20464 Developing Microsoft® SQL Server® Databases | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20465 Designing Solutions for Microsoft SQL Server 2014 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 20466 Implementing Data Models and Reports with Microsoft® SQL Server® | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20467 Designing Business Intelligence Solutions with Microsoft SQL Server 2014 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 20480 Programming in HTML5 with JavaScript and CSS3 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 20483 Programming in C# | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 20486 Developing ASP.NET MVC 4 Web Applications | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 20487 Developing Windows Azure and Web Services | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 20488 Developing Microsoft® SharePoint® 2013 Core Solutions | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 20489 Developing Microsoft® SharePoint® 2013 Advanced Solutions | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |

Revised 5/03/2016

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Azure | Tech B | 20532 Developing Microsoft Azure Solutions | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Azure | Tech B | 20533 Implementing Microsoft Azure Infrastructure Solutions | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Azure | Tech B | 20535 Architecting Microsoft Azure Solutions | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Virtualization | Tech B | 20694 Virtualizing Enterprise Desktops and Apps | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | System Center | Tech B | 20695 Deploying Windows Desktops and Enterprise Applications | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows 10 | Tech B | 20697-1 Implementing and Managing Windows 10 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows 10 | Tech B | 20697-2 Deploying and Managing Windows 10 Using Enterprise Services | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows 10 | Tech B | 20698 Installing and Configuring Windows 10 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | System Center | Tech B | 20703-1 Administering System Center Configuration Manager | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | System Center | Tech B | 20703-2 Integrating MDM and Cloud Services with System Center Configuration Manager | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Windows Server | Tech B | 20740 Installation, Storage, and Compute with Windows Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20741 Networking with Windows Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20742 Identity with Windows Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20743 Upgrading Your Skills to Windows Server 2016 MCSA | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 20744 Securing Windows Server 2016 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Data Center | Tech B | 20745 Implementing a Software-Defined DataCenter | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20761 Querying Data with Transact SQL | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20762 Developing SQL Databases | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20764 Administering a SQL Database Infrastructure | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20765 Provisioning SQL Databases | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20767 Implementing a SQL Data Warehouse | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SQL | Tech B | 20768 Developing SQL Data Models | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Data Analysis | Tech B | 20773 Analyzing Big Data with Microsoft R | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Azure | Tech B | 20774 Perform Cloud Data Science with Azure Machine Learning | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Data Analysis | Tech B | 20778 Analyzing Data with Power BI | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Data Analysis | Tech B | 20779 Analyzing Data with Excel | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Windows Server | Tech B | 40032 Networking and Security Fundamentals | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 40033 Windows Operating System and Windows Server Fundamentals | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | HTML | Tech B | 40034 Software Development Fundamentals with HTML5 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 40035 Software Development Fundamentals with .NET | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Visual Studio | Tech B | 40361 Software Development Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |

Revised 5/03/2016

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Visual Studio | Tech B | 40362 Windows Development Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Visual Studio | Tech B | 40363 Web Development Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 40364 Database Administration Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Windows Server | Tech B | 40365 Windows Server Administration Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Windows Server | Tech B | 40366 Networking Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Security | Tech B | 40367 Security Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Mobility | Tech B | 40368 Mobility & Devices Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Cloud | Tech B | 40369 Cloud Fundamentals | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | HTML | Tech B | 40375 HTML5 Application Development Fundamentals | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Azure | Tech B | 40390 Microsoft Azure for AWS Experts | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Skype | Tech B | 40409 Deploying Voice Workloads for Skype for Business Online and Server 2015 | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows Server | Tech B | 50255 Managing Windows Environments with Group Policy | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Windows 10 | Tech B | 50331 Windows Client, Enterprise Desktop Support Technician | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Project | Tech B | 50413 Mastering Microsoft Project 2010 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 55005 Microsoft Report Builder 3.0 with SQL 2008R2, SQL 2012, and SQL 2014 | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Windows Server | Tech B | 55021 Configuring and Administering Hyper-V in Windows Server 2012 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 55033 SharePoint 2013 Site Collection and Site Administration | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 55035 Microsoft SharePoint Server 2013 for the Site Owner/Power User | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Data Analysis | Tech B | 55040 Data Mining, Predictive Analytics with Microsoft Analysis Services and Excel PowerPivot | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 55042 SharePoint 2013 Business Intelligence | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Data Analysis | Tech B | 55049 PowerPivot, Power View and SharePoint 2013 Business Intelligence Center for Analysts | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Project | Tech B | 55054 Mastering Microsoft Project 2013 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | PowerShell | Tech B | 55066 PowerShell for SharePoint Administrators | 1 | $595 | $387 | -35% | 4,760 | 3,094 | -35% |
| CORE | PowerShell | Tech B | 55069 PowerShell for SQL Server Administrators | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Data Analysis | Tech B | 55073 Master Data Services, Data Quality Services with SQL 2012-2014 and Excel | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 55081 Basic SharePoint Server 2013 Branding | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | SharePoint | Tech B | 55122 Microsoft SharePoint 2013 Search Administration | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SQL | Tech B | 55123 Writing Reports with Report Builder and SSRS Level 1 | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | SQL | Tech B | 55128 Writing Reports with Report Builder and SSRS Level 2 | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | SharePoint | Tech B | 55141 SharePoint 2013 Search for Power Users | 1 | $595 | $387 | -35% | 4,760 | 3,094 | -35% |
| CORE | SharePoint | Tech B | 55157 SharePoint 2016 Business Intelligence | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |

Revised 5/03/2016

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| CORE | Linux | Tech B | 55187 Linux System Administration | 4 | $2,380 | $1,547 | -35% | 19,040 | 12,376 | -35% |
| CORE | SharePoint | Tech B | 55197 Microsoft SharePoint Server 2016 for the Site Owner/Power User | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | PowerShell | Tech B | 55202 PowerShell 5.0 and Desired State Configuration | 2 | $1,190 | $774 | -35% | 9,520 | 6,188 | -35% |
| CORE | Project | Tech B | 55205 Mastering Microsoft Project 2016 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 55215 SharePoint Online Power User | 4 | $2,380 | $1,547 | -35% | 19,040 | 12,376 | -35% |
| CORE | SQL | Tech B | 55232 Writing Analytical Queries for Business Intelligence | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | SharePoint | Tech B | 55234 SharePoint 2016 Site Collections and Site Owner Administration | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | SharePoint | Tech B | 55238 SharePoint Online for Administrators | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Windows Server | Tech B | 6425 Configuring Windows Server 2008 Active Directory Domain Services | 5 | $2,975 | $1,934 | -35% | 23,800 | 15,470 | -35% |
| CORE | Business Skills | Tech B | Accomplishing the Results You Want | 3 | $2,250 | $1,463 | -35% | 18,000 | 11,700 | -35% |
| CORE | Project Management | Tech B | Agile Project Management Methodologies | 2 | $1,198 | $779 | -35% | 9,584 | 6,230 | -35% |
| CORE | Developer | Tech B | Angular 6 Essentials | 3 | $1,995 | $1,496 | -25% | 15,960 | 11,970 | -25% |
| CORE | Business Skills | Tech B | Becoming a Transformational Leader | 2 | $1,500 | $975 | -35% | 12,000 | 7,800 | -35% |
| CORE | SQL | Tech B | Building and Managing High Availability Solutions with SQL Server 2016 and 2014 | 3 | $1,785 | $1,160 | -35% | 14,280 | 9,282 | -35% |
| CORE | Business Skills | Tech B | Building Successful Work Relationships | 3 | $2,250 | $1,463 | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Business Acumen For Leaders | 2 | $1,500 | $975 | -35% | 12,000 | 7,800 | -35% |
| CORE | Project Management | Tech B | Certified Associate in Project Management (CAPM) Course - Sixth Edition | 4 | $2,380 | $1,547 | -35% | 19,040 | 12,376 | -35% |
| CORE | Security | Tech B | Certified Information Systems Auditor (CISA) Boot Camp | 5 | $2,895 | $1,882 | -35% | 23,160 | 15,054 | -35% |
| CORE | Cisco | Tech B | Cisco® Interconnecting Cisco® Networking Devices Accelerated v3.0 (CCNAX) | 5 | $3,995 | $2,996 | -25% | 31,960 | 23,970 | -25% |
| CORE | Cisco | Tech B | Cisco® Interconnecting Cisco® Networking Devices Part 1 v3.0 (ICND1) | 5 | $3,595 | $2,337 | -35% | 28,760 | 18,694 | -35% |
| CORE | Cisco | Tech B | Cisco® Interconnecting Cisco® Networking Devices Part 2 v3.0 (ICND2) | 5 | $3,595 | $2,337 | -35% | 28,760 | 18,694 | -35% |
| CORE | Business Skills | Tech B | Communicating Across Your Organization | 3 | $2,250 | $1,463 | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Constructive Conflict Management | 2 | $1,500 | $975 | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Contemporary Leadership in a Complex World | 2 | $1,500 | $975 | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Developing Successful Interpersonal Skills | 3 | $2,250 | $1,463 | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Discovering Your Leadership Voice | 2 | $1,500 | $975 | -35% | 12,000 | 7,800 | -35% |
| CORE | Linux | Tech B | Enterprise Linux System Admin 1 Essentials | 5 | $2,900 | $1,885 | -35% | 23,200 | 15,080 | -35% |
| CORE | Linux | Tech B | Enterprise Linux System Admin 2 with Exam Prep | 5 | $2,900 | $1,885 | -35% | 23,200 | 15,080 | -35% |
| CORE | Linux | Tech B | Enterprise Linux System Admin 3 with Exam Prep | 5 | $2,900 | $1,885 | -35% | 23,200 | 15,080 | -35% |
| CORE | Linux | Tech B | Enterprise Linux System Admin Fast Track with Exam Prep | 5 | $2,900 | $1,885 | -35% | 23,200 | 15,080 | -35% |
| CORE | Business Skills | Tech B | Evolving into the Manager Role | 3 | $2,250 | $1,463 | -35% | 18,000 | 11,700 | -35% |

Revised 5/03/2016

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Business Skills | Tech B | Expanding Your Emotional Intelligence | 3 | $2,250 | **$1,463** | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Extending Your Sphere of Influence | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Developer | Tech B | Introduction to .NET Core Frameworks | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Project Management | Tech B | Introduction to Agile Project Management | 1 | $595 | **$387** | -35% | 4,760 | 3,094 | -35% |
| CORE | Developer | Tech B | Introduction to R Programming | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Business Skills | Tech B | Leadership Excellence for Senior Management | 3 | $2,250 | **$1,463** | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Making the Right Decisions Under Pressure | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Managing Remote and Virtual Teams | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Mastering Positive Assertiveness | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Navigating The Modern Workforce: Diversity, Culture, Generations | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Project Management | Tech B | PMI Agile Certified Professional (PMI-ACP®) Exam Preparation | 3 | $1,797 | **$1,168** | -35% | 14,376 | 9,344 | -35% |
| CORE | Business Skills | Tech B | Prioritizing Your Time Effectively | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Project Management | Tech B | Project Communications and Stakeholder Management | 2 | $1,198 | **$779** | -35% | 9,584 | 6,230 | -35% |
| CORE | Project Management | Tech B | Project Management - PMBOK® Guide Foundations | 1 | $599 | **$389** | -35% | 4,792 | 3,115 | -35% |
| CORE | Project Management | Tech B | Project Management Essentials | 3 | $1,797 | **$1,168** | -35% | 14,376 | 9,344 | -35% |
| CORE | Project Management | Tech B | Project Management for Senior Managers | 1 | $599 | **$389** | -35% | 4,792 | 3,115 | -35% |
| CORE | Project Management | Tech B | Project Management Fundamentals | 1 | $595 | **$387** | -35% | 4,760 | 3,094 | -35% |
| CORE | Project Management | Tech B | Project Management Professional (PMP)® Certification Preparation Course - Sixth Edition | 5.3125 | $2,995 | **$1,947** | -35% | 23,960 | 15,574 | -35% |
| CORE | Project Management | Tech B | Project Management Skills for Non-Project Managers | 1 | $599 | **$389** | -35% | 4,792 | 3,115 | -35% |
| CORE | Project Management | Tech B | Project Risk Management | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Project Management | Tech B | Project Scope and Schedule Management | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Project Management | Tech B | Project Team Leadership | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Business Skills | Tech B | Providing Outstanding Customer Service | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Strategic Negotiation Skills | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Database | Tech B | Tableau Desktop - Part 1 | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Database | Tech B | Tableau Desktop - Part 2 | 2 | $1,190 | **$774** | -35% | 9,520 | 6,188 | -35% |
| CORE | Business Skills | Tech B | The Art of Effective Presentations | 3 | $2,250 | **$1,463** | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Thinking with Critical Insight | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Business Skills | Tech B | Transitioning into Leadership for an IT Manager | 3 | $2,250 | **$1,463** | -35% | 18,000 | 11,700 | -35% |
| CORE | Business Skills | Tech B | Writing for the Business Professional | 2 | $1,500 | **$975** | -35% | 12,000 | 7,800 | -35% |
| CORE | Developer | Tech C | Android Studio Development Essentials | 5 | $3,495 | **$2,447** | -30% | 27,960 | 19,572 | -30% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Business Analyst | Tech C | BA01 - Business Analysis Essentials | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA02 - Strategic Business Analysis | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA03 - Writing Effective Business Cases | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA04 - Eliciting and Writing Effective Requirements | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | Business Analyst | Tech C | BA05 - Process Modeling Using BPMN | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA06 - Managing and Communicating Requirements for Projects | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA07 - Implementing an Agile Project | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA08 - Agile for Business Analysts | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA09 - Managing Requirements for SharePoint Projects | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA10 - Understanding Root Cause Analysis | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA19 - User Acceptance Testing (UAT) for Business Analysts | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA27 - Writing and Managing Effective Requirements | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | Business Analyst | Tech C | BA28 - Requirements Analysis and Use Cases | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Business Analyst | Tech C | BA30 - Foundations of Business Analysis | 4 | $2,660 | $1,862 | -30% | 21,280 | 14,896 | -30% |
| CORE | Business Analyst | Tech C | BACP02 - Certified Business Analysis Professional (CBAP®) Exam Preparation | 4 | $2,695 | $1,887 | -30% | 21,560 | 15,092 | -30% |
| CORE | Security | Tech C | Certified Information Security Manager® (CISM) | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | Security | Tech C | Certified Information System Security Professional (CISSP) | 5 | $3,395 | $2,377 | -30% | 27,160 | 19,012 | -30% |
| CORE | Security | Tech C | Certified Information Systems Auditor (CISA) | 5 | $3,250 | $2,438 | -30% | 26,000 | 19,500 | -25% |
| CORE | Service Management | Tech C | COBIT 5 Foundation | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | CompTIA | Tech C | CompTIA Advanced Security Practitioner (CASP) | 5 | $3,295 | $2,471 | -30% | 26,360 | 19,770 | -25% |
| CORE | Security | Tech C | EC-Council Certified Ethical Hacker (CEH) v10.0 | 5 | $3,395 | $2,377 | -30% | 27,160 | 19,012 | -30% |
| CORE | Security | Tech C | EC-Council Certified Network Defender (CND) | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Security | Tech C | EC-Council Computer Hacking Forensics Investigator (CHFI) v9.0 | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Developer | Tech C | Introduction to Java 9 | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Developer | Tech C | iOS App Development Essentials | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | IT Leadership | Tech C | IT Management and Leadership Executive (ITMLE©) Certification | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | IT Leadership | Tech C | IT Management and Leadership Professional (ITMLP©) Certification | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | Service Management | Tech C | ITIL® 2011 Awareness | 1 | $665 | $499 | -30% | 5,320 | 3,990 | -25% |
| CORE | Service Management | Tech C | ITIL® Expert: Managing Across the Lifecycle (MALC) (2011 Edition) | 5 | $3,095 | $2,321 | -30% | 24,760 | 18,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Foundation 2011 Edition | 3 | $1,995 | $1,397 | -30% | 15,960 | 11,172 | -30% |
| CORE | Service Management | Tech C | ITIL® Intermediate Capabilities: Operational Support and Analysis (2011 Edition) | 5 | $3,095 | $2,321 | -30% | 24,760 | 18,570 | -25% |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| CORE | Service Management | Tech C | ITIL® Intermediate Capabilities: Planning Protection, & Optimization (2011 Edition) | 5 | $3,095 | $2,321 | -30% | 24,760 | 18,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Capabilities: Release Control & Validation (2011 Edition) | 5 | $3,095 | $2,321 | -30% | 24,760 | 18,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Capabilities: Service Offerings & Agreements (2011 Edition) | 5 | $3,095 | $2,321 | -30% | 24,760 | 18,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Lifecycle: Continual Service Improvement (2011 Edition) | 4 | $2,595 | $1,946 | -30% | 20,760 | 15,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Lifecycle: Service Design (2011 Edition) | 4 | $2,595 | $1,946 | -30% | 20,760 | 15,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Lifecycle: Service Operations (2011 Edition) | 4 | $2,595 | $1,946 | -30% | 20,760 | 15,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Lifecycle: Service Strategy (2011 Edition) | 4 | $2,595 | $1,946 | -30% | 20,760 | 15,570 | -25% |
| CORE | Service Management | Tech C | ITIL® Intermediate Lifecycle: Service Transition (2011 Edition) | 4 | $2,595 | $1,946 | -30% | 20,760 | 15,570 | -25% |
| CORE | Developer | Tech C | JavaScript Essentials with jQuery | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Service Management | Tech C | Lean Six Sigma Black Belt Boot Camp | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Service Management | Tech C | Lean Six Sigma Green Belt Boot Camp | 4 | $2,796 | $2,097 | -30% | 22,368 | 16,776 | -25% |
| CORE | Scrum | Tech C | Professional Scrum Foundations | 2 | $1,398 | $979 | -30% | 11,184 | 7,829 | -30% |
| CORE | Visual Studio | Tech C | Professional Software Testing Using Visual Studio 2017 | 3 | $2,095 | $1,467 | -30% | 16,760 | 11,732 | -30% |
| CORE | Developer | Tech C | Python 3 Essentials | 5 | $3,495 | $2,447 | -30% | 27,960 | 19,572 | -30% |
| CORE | Scrum | Tech C | Scrum Agile Master Certified | 3 | $2,250 | $1,688 | -30% | 18,000 | 13,500 | -25% |
| CORE | SHRM | Tech C | SHRM Essentials of HR Management | 2 | $1,390 | $973 | -30% | 11,120 | 7,784 | -30% |
| CORE | SHRM | Tech C | SHRM-CP/SHRM-SCP Certification Preparation | 5 | $3,475 | $2,433 | -30% | 27,800 | 19,460 | -30% |
| CORE | Developer | Tech C | Team Foundation Server 2017 Developer Foundations | 2 | $1,398 | $979 | -30% | 11,184 | 7,829 | -30% |
| CORE | Business Analyst | Tech C | BA29 - User Acceptance Testing (UAT) for Business Analysts | 2 | $1,395 | $977 | -30% | 11,160 | 7,812 | -30% |
| CORE | Developer | Tech D | Advanced Java 9 | 4 | $2,796 | $2,237 | -20% | 22,368 | 17,894 | -20% |
| CORE | Cisco | Tech D | Cisco® Implementing Advanced Cisco® ASA Security v2.1 (SASAA) | 5 | $4,295 | $3,436 | -20% | 34,360 | 27,488 | -20% |
| CORE | Cisco | Tech D | Cisco® Implementing Cisco® Collaboration Devices v1.0 (CICD) | 5 | $4,295 | $3,436 | -20% | 34,360 | 27,488 | -20% |
| CORE | Cisco | Tech D | Cisco® Implementing Cisco® IP Routing v2.0 (ROUTE) | 5 | $4,095 | $3,276 | -20% | 32,760 | 26,208 | -20% |
| CORE | Cisco | Tech D | Cisco® Implementing Cisco® Network Security v3.0 (IINS) | 5 | $3,995 | $3,196 | -20% | 31,960 | 25,568 | -20% |
| CORE | DevOps | Tech D | DevOps Continuous Delivery Architect (CDA) | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | DevOps | Tech D | DevOps Foundation | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | DevOps | Tech D | DevOps Leader | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | DevOps | Tech D | DevOps Test Engineer (DTE) | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | Service Management | Tech D | ITIL® Practitioner Certification (2016 Edition) | 2 | $1,950 | $1,463 | -25% | 15,600 | 11,700 | -25% |
| CORE | Developer | Tech D | Learning Git and Github | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | Security | Tech D | NCSF Foundation | 1 | $995 | $746 | -25% | 7,960 | 5,970 | -25% |

Revised 5/03/2016

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| CORE | Scrum | Tech D | Scrum Developer Certified | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | Scrum | Tech D | Scrum Master | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | Scrum | Tech D | Scrum Product Owner | 2 | $1,495 | $1,121 | -25% | 11,960 | 8,970 | -25% |
| CORE | VMware | Tech D | VMware® Horizon 7: Install, Configure, Manage v7.3 | 5 | $4,250 | $3,400 | -20% | 34,000 | 27,200 | -20% |
| CORE | VMware | Tech D | VMware® vSphere: Install, Configure, Manage v6.5 | 5 | $4,250 | $3,400 | -20% | 34,000 | 27,200 | -20% |
| CORE | VMware | Tech D | VMware® vSphere: Install, Configure, Manage v6.7 | 5 | $4,250 | $3,400 | -20% | 34,000 | 27,200 | -20% |
| CORE | Windows 10 | Tech D | Windows 10 MCSA Bootcamp | 6.25 | $3,795 | $3,036 | -20% | 30,360 | 24,288 | -20% |
| CORE | Windows Server | Tech D | Windows Server 2016 MCSA Bootcamp | 6.25 | $4,995 | $3,996 | -20% | 39,960 | 31,968 | -20% |
| CORE | Security | Tech E | Certified Information Privacy Manager (CIPM) | 2 | $2,595 | $2,336 | -10% | 20,760 | 18,684 | -10% |
| CORE | Security | Tech E | Certified Information Privacy Professional (CIPP/E) | 2 | $2,595 | $2,336 | -10% | 20,760 | 18,684 | -10% |
| CORE | Security | Tech E | Certified Information Privacy Professional (CIPP/EUR) + Certified Information Privacy Manager (CIPM) | 4 | $3,595 | $3,236 | -10% | 28,760 | 25,884 | -10% |
| CORE | Security | Tech E | Certified Information Privacy Professional (CIPP/US) | 2 | $2,595 | $2,336 | -10% | 20,760 | 18,684 | -10% |
| CORE | Cisco | Tech E | Cisco® Implementing Cisco® Edge Network Security Solutions v1.0 (SENSS) | 5 | $4,095 | $3,686 | -10% | 32,760 | 29,484 | -10% |
| CORE | Cisco | Tech E | Cisco® Implementing Cisco® Secure Mobility Solutions (SIMOS) | 5 | $4,295 | $3,866 | -10% | 34,360 | 30,924 | -10% |
| CORE | Cisco | Tech E | Cisco® Implementing Cisco® Threat Control Solutions v1.5 (SITCS1) | 5 | $3,795 | $3,416 | -10% | 30,360 | 27,324 | -10% |
| CORE | Citrix | Tech E | CMB-310 Citrix XenApp, XenDesktop, and Provisioning Services 7.1x Administration (Fast Track) | 5 | $6,000 | $5,400 | -10% | 48,000 | 43,200 | -10% |
| CORE | Citrix | Tech E | CNS-219 Citrix NetScaler Traffic Management | 2 | $2,000 | $1,800 | -10% | 16,000 | 14,400 | -10% |
| CORE | Citrix | Tech E | CNS-220 Citrix NetScaler Essentials and Traffic Management | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CNS-221 Citrix NetScaler Unified Gateway | 2 | $2,000 | $1,800 | -10% | 16,000 | 14,400 | -10% |
| CORE | Citrix | Tech E | CNS-222 Citrix NetScaler Essentials and Unified Gateway | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CNS-320 Citrix NetScaler Advanced Topics – Security, Management, and Optimization | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CTX-270 Citrix Enterprise Security Solutions | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXA-206-1 Citrix XenApp 6.5 | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXD-105: Citrix XenApp and XenDesktop Help Desk Support | 2 | $2,000 | $1,800 | -10% | 16,000 | 14,400 | -10% |
| CORE | Citrix | Tech E | CXD-210:  Citrix XenApp and XenDesktop 7.1x Administration | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXD-250 Moving to XenApp and XenDesktop Service on Citrix Cloud | 3 | $3,000 | $2,700 | -10% | 24,000 | 21,600 | -10% |
| CORE | Citrix | Tech E | CXD-303 Citrix XenApp and XenDesktop 7.1x Optimization and Troubleshooting | 3 | $3,000 | $2,700 | -10% | 24,000 | 21,600 | -10% |
| CORE | Citrix | Tech E | CXD-310 Citrix XenApp and XenDesktop 7.1x Advanced Administration | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXD-410 Citrix XenApp and XenDesktop 7.1x Assessment, Design and Advanced Configuration | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXM-303 Deploying Enterprise Mobility Solutions with Citrix XenMobile | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |
| CORE | Citrix | Tech E | CXS-301 Citrix XenServer 7.1 LTSR Administration | 5 | $5,000 | $4,500 | -10% | 40,000 | 36,000 | -10% |

| CORE | Security | | Tech E | NCSF Practitioner | 4 | $3,295 | **$2,966** | -10% | 26,360 | 23,724 | -10% |
|------|----------|--|--------|-------------------|---|--------|-----------|------|--------|--------|------|

| Training Sub Category | Course Name | Videos | Duration (Minutes) |
|---|---|---|---|
| Microsoft Office | Access 2016 Beginner | 52 | 176 |
| Microsoft Office | Access 2016 Intermediate | 43 | 121 |
| Microsoft Office | Access 2016 Advanced | 26 | 96 |
| Microsoft Office | Excel 2016 Beginner | 67 | 225 |
| Microsoft Office | Excel 2016 Intermediate | 75 | 240 |
| Microsoft Office | Excel 2016 Advanced | 64 | 138 |
| Microsoft Office | Office 2016 New Features Beginner | 27 | 79 |
| Office 365 | Office 365 Collaborating in Office 365 Beginner | 13 | 70 |
| Office 365 | Office 365 Core Applications Beginner | 11 | 53 |
| Office 365 | Office 365 Delve Beginner | 8 | 37 |
| Office 365 | Office 365 Excel Beginner | 61 | 286 |
| Office 365 | Office 365 Excel Intermediate | 54 | 270 |
| Office 365 | Office 365 Excel Advanced | 79 | 256 |
| Office 365 | Office 365 New Features Beginner | 40 | 133 |
| Office 365 | Office 365 OneDrive Beginner | 15 | 68 |
| Office 365 | Office 365 OneNote Online Beginner | 12 | 58 |
| Office 365 | Office 365 Outlook Web App Beginner | 42 | 170 |
| Office 365 | Office 365 Overview Beginner | 6 | 26 |
| Office 365 | Office 365 Planner Beginner | 9 | 38 |
| Office 365 | Office 365 Power BI Beginner | 53 | 195 |
| Office 365 | Office 365 SharePoint Sites Beginner | 29 | 151 |
| Office 365 | Office 365 Sway Beginner | 10 | 39 |
| Office 365 | Office 365 Teams Beginner | 16 | 87 |
| Office 365 | Office 365 Video Beginner | 9 | 29 |
| Office 365 | Office 365 Visio Online Beginner | 24 | 59 |
| Office 365 | Office 365 Yammer Beginner | 14 | 79 |
| Microsoft Office | OneNote 2016 - A Complete Guide Beginner | 32 | 122 |
| Microsoft Office | Outlook 2016 Beginner | 49 | 357 |
| Microsoft Office | Outlook 2016 Advanced | 36 | 245 |
| Microsoft Office | PowerPoint 2016 Beginner | 44 | 347 |
| Microsoft Office | PowerPoint 2016 Advanced | 44 | 310 |
| Microsoft Office | Project 2016 Beginner | 39 | 117 |
| Microsoft Office | Project 2016 Advanced | 30 | 98 |
| Microsoft Office | Publisher 2016 Beginner | 37 | 123 |

| Microsoft Office | SharePoint 2016 Site Owner Beginner | 97 | **364** |
|---|---|---|---|
| Microsoft Office | SharePoint 2016 Site User Beginner | 89 | **268** |
| Office 365 | Skype for Business Beginner | 24 | **121** |
| Microsoft Office | Visio 2016 Beginner | 43 | **176** |
| Microsoft Windows | Windows 10 End User Beginner | 83 | **287** |
| Microsoft Windows | Windows 7 New Features Intermediate | 25 | **89** |
| Microsoft Office | Word 2016 Beginner | 82 | **273** |
| Microsoft Office | Word 2016 Intermediate | 57 | **286** |
| Microsoft Office | Word 2016 Advanced | 70 | **158** |

| | | | Power Hour | | |
|---|---|---|---|---|---|
| **NHLS Type (CORE or 3rd party)** | **Training Sub Category** | **Virtual Live Open Enroll** | **Course Name** | **Duration in Hours** | **Per Student (SOM)** |
| CORE | Adobe | OE | Acrobat DC - Beyond the Basics | 1 | $50 |
| CORE | Adobe | OE | Acrobat DC - Creating Interactive Forms | 1 | $50 |
| CORE | Adobe | OE | Acrobat DC - Getting Started with Acrobat | 1 | $50 |
| CORE | Adobe | OE | Acrobat DC - Polishing and Perfecting PDFS | 1 | $50 |
| CORE | Adobe | OE | Acrobat DC - Reviewing and Collaboration in Acrobat | 1 | $50 |
| CORE | Business Skills | OE | BUSINESS SKILLS - Email Etiquette | 1 | $50 |
| CORE | Business Skills | OE | BUSINESS SKILLS - Video Conferencing Etiquette | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Analyzing Excel Data with Lookup Functions | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Automating with Macros | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Building a Spreadsheet | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Calculating and Analyzing Data with IF Statements | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Check It & Protect It - Auditing & Protecting Workbooks | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Creating Easy to Read Spreadsheets | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Creating Interactive Reports with PivotCharts | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Discovering and Presenting Trends with Charts | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Ensuring Data Integrity | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Excel New Features | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Managing and Delivering Workbooks | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - PivotTables - Beyond the Basics | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Using Automated Analysis Tools | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Using PivotTables to Present Interactive Data | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2013 - Working Together-Connecting Worksheets and Workbooks | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Analyzing Excel Data with Lookup Functions | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Automating with Macros | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Building a Spreadsheet | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Calculating and Analyzing Data with IF Statements | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Check It & Protect It - Auditing & Protecting Workbooks | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Creating Easy to Read Spreadsheets | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Creating Interactive Reports with PivotCharts | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Discovering and Presenting Trends with Charts | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Ensuring Data Integrity | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Excel New Features | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - Managing and Delivering Workbooks | 1 | $50 |
| CORE | Microsoft Office | OE | Excel 2016 - PivotTables - Beyond the Basics | 1 | $50 |

| CORE | Microsoft Office | OE | Excel 2016 - Using Automated Analysis Tools | 1 | $50 |
|------|------------------|----|---------------------------------------------|---|-----|
| CORE | Microsoft Office | OE | Excel 2016 - Using PivotTables to Present Interactive Data | 1 | $50 |
| CORE | Adobe | OE | InDesign CC - Advanced Text Techniques | 1 | $50 |
| CORE | Adobe | OE | InDesign CC - Getting Started with Adobe InDesign CC | 1 | $50 |
| CORE | Adobe | OE | InDesign CC - Going Professional with Styles | 1 | $50 |
| CORE | Adobe | OE | InDesign CC - Mastering Text Formatting | 1 | $50 |
| CORE | Adobe | OE | InDesign CC - Working with Objects | 1 | $50 |
| CORE | Microsoft Office | OE | Office 2013 - Become a Power User with Office Ribbon | 1 | $50 |
| CORE | Microsoft Office | OE | Office 2013 - Getting Started with Office | 1 | $50 |
| CORE | Microsoft Office | OE | Office 2016 - Become a Power User with Office Ribbon | 1 | $50 |
| CORE | Microsoft Office | OE | Office 2016 - Getting Started with Office | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Delve | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Office 365 | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Office 365 Video | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with OneDrive | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with OneNote Online | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Outlook Online | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Planner | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with SharePoint Sites | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Skype for Business | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Sway | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Teams | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Getting Started with Yammer | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Skype for Business Collaborating with Meetings | 1 | $50 |
| CORE | Microsoft Office | OE | Office 365 - Skype for Business Team Collaboration with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2013 - Be More Productive with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2013 - Getting Started with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2013 - Organizing Meetings and Notes with OneNote and Outlook | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2013 - Team Collaboration with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2016 - Be More Productive with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2016 - Getting Started with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2016 - Organizing Meetings and Notes with OneNote and Outlook | 1 | $50 |
| CORE | Microsoft Office | OE | OneNote 2016 - Team Collaboration with OneNote | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Automating Email Merges Using Microsoft Word | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Automating Outlook - Let Outlook Work for You | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Creating Attention-Getting Emails | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Getting Started with Outlook | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Keeping in Touch - Managing People and Contacts | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Keeping Your Mailbox Clean | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Manage Your Mailbox Like a Pro | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Outlook New Features | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Quick and Easy Ways to Find Messages | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2013 - Using the Calendar and Time Management Tools | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Automating Email Merges Using Microsoft Word | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Automating Outlook - Let Outlook Work for You | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Creating Attention-Getting Emails | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Customizing the Outlook Experience | 1 | $50 |

| CORE | Microsoft Office | OE | Outlook 2016 - Getting Started with Outlook | 1 | $50 |
|------|------------------|-----|------|---|-----|
| CORE | Microsoft Office | OE | Outlook 2016 - Keeping in Touch - Managing People and Contacts | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Keeping Your Mailbox Clean | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Manage Your Mailbox Like a Pro | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Outlook New Features | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Quick and Easy Ways to Find Messages | 1 | $50 |
| CORE | Microsoft Office | OE | Outlook 2016 - Using the Calendar and Time Management Tools | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Building Your First Presentation | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Collaborating in PowerPoint | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Creating Dynamic Presentations Using Excel Data | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Designing Engaging Presentations with Animations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Designing Memorable Presentations with Media and Graphics | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Enhancing Slides with Charts and Tables | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Essentials of Formatting Presentations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Fundamentals of Delivering a Presentation | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - PowerPoint New Features | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Present Like a Pro-Advanced Slide Show Features | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013 - Using Slide Masters and Building Templates | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2013- Creating Organized and Dynamic Presentations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Building Your First Presentation | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Collaborating in PowerPoint | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Creating Dynamic Presentations Using Excel Data | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Creating Organized and Dynamic Presentations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Designing Engaging Presentations with Animations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Designing Memorable Presentations with Media and Graphics | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Enhancing Slides with Charts and Tables | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Essentials of Formatting Presentations | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Fundamentals of Delivering a Presentation | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - PowerPoint New Features | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Present Like a Pro-Advanced Slide Show Features | 1 | $50 |
| CORE | Microsoft Office | OE | PowerPoint 2016 - Using Slide Masters and Building Templates | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Creating Libraries for Site Owners-Power Users | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Creating Libraries for Site Owners-Power Users | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Getting the Most from SharePoint | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Getting the Most from SharePoint | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Introduction to SharePoint | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Introduction to SharePoint | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Working with Libraries for the Site User | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Working with Lists for the Site User | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2013 - Working with Lists for the Site User | 1 | $50 |
| CORE | SharePoint | OE | SharePoint 2016 - Working with Libraries for the Site User | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Conquer the Windows 10 Apps | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Customizing Windows 10 | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Go to the Edge-Learn to Use Microsoft's New Browser | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Install, Update, Troubleshoot | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Manage Your Files Like a Boss | 1 | $50 |
| CORE | Windows | OE | Windows 10 - Master the Essentials | 1 | $50 |

| CORE | Microsoft Office | OE | Word 2013 - Advanced Document Layout | 1 | $50 |
|------|------------------|----|--------------------------------------|---|-----|
| CORE | Microsoft Office | OE | Word 2013 - Automatic Mail Merge | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Automating Document Creation | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Creating Forms | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Creating Organized Documents with Tables and Lists | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Designing Style Guides for Fast & Consistent Formatting | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Embellish Documents with Graphic and Special Elements | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Finish Strong-Finalizing a Document for Printing | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Let's Get Graphic - Working with Pictures and Shapes | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Make Your Words Sing with Formatting | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Managing Long Documents | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Reference and Citation Tools | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2013 - Team Collaboration | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Advanced Document Layout | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Automatic Mail Merge | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Automating Document Creation | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Creating Documents Fast and Effectively | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Creating Documents Fast and Effectively | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Creating Forms | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Creating Organized Documents with Tables and Lists | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Designing Style Guides for Fast & Consistent Formatting | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Embellish Documents with Graphic and Special Elements | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Finish Strong-Finalizing a Document for Printing | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Let's Get Graphic - Working with Pictures and Shapes | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Make Your Words Sing with Formatting | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Managing Long Documents | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Reference and Citation Tools | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Team Collaboration | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Word New Features | 1 | $50 |
| CORE | Microsoft Office | OE | Word 2016 - Word New Features | 1 | $50 |

# STATE OF MICHIGAN

Contract No. 190000000894
Information Technology (IT) Training Services and Materials

**EXHIBIT D**
**COUNTIES BY ZONE**

| | | | | | |
|---|---|---|---|---|---|
| **Zone 1** | | | | | |
| Allegan | Clinton | Ionia | Livingston | Newago | St. Clair |
| Barry | Eaton | Isabella | Macomb | Oakland | St. Jose |
| Bay | Genesee | Jackson | Mecosta | Oceana | Tuscola |
| Berrien | Gratiot | Kalamazoo | Midland | Ottawa | Van Buren |
| Branch | Hillsdale | Kent | Monroe | Saginaw | Washtenaw |
| Calhoun | Huron | Lapeer | Montcalm | Sanilac | Wayne |
| Cass | Ingham | Lenawee | Muskegon | Shiawassee | |
| **Zone 2** | | | | | |
| Alcona | Charlevoix | Gladwin | Leelanau | Ogemaw | Roscommon |
| Alpena | Cheboygan | Grand Traverse | Manistee | Osceola | Wexford |
| Antrim | Clare | Iosco | Mason | Oscoda | |
| Arenac | Crawford | Kalkaska | Missaukee | Otsego | |
| Benzie | Emmet | Lake | Montmorency | Presque Isle | |
| **Zone 3** | | | | | |
| Alger | Delta | Houghton | Luce | Menominee | |
| Baraga | Dickinson | Iron | Mackinac | Ontonagon | |
| Chippewa | Gogebic | Keweenaw | Marquette | | |

# MMCC Zone Layout



Zone 3 Upper Peninsula

Zone 2

Zone 1
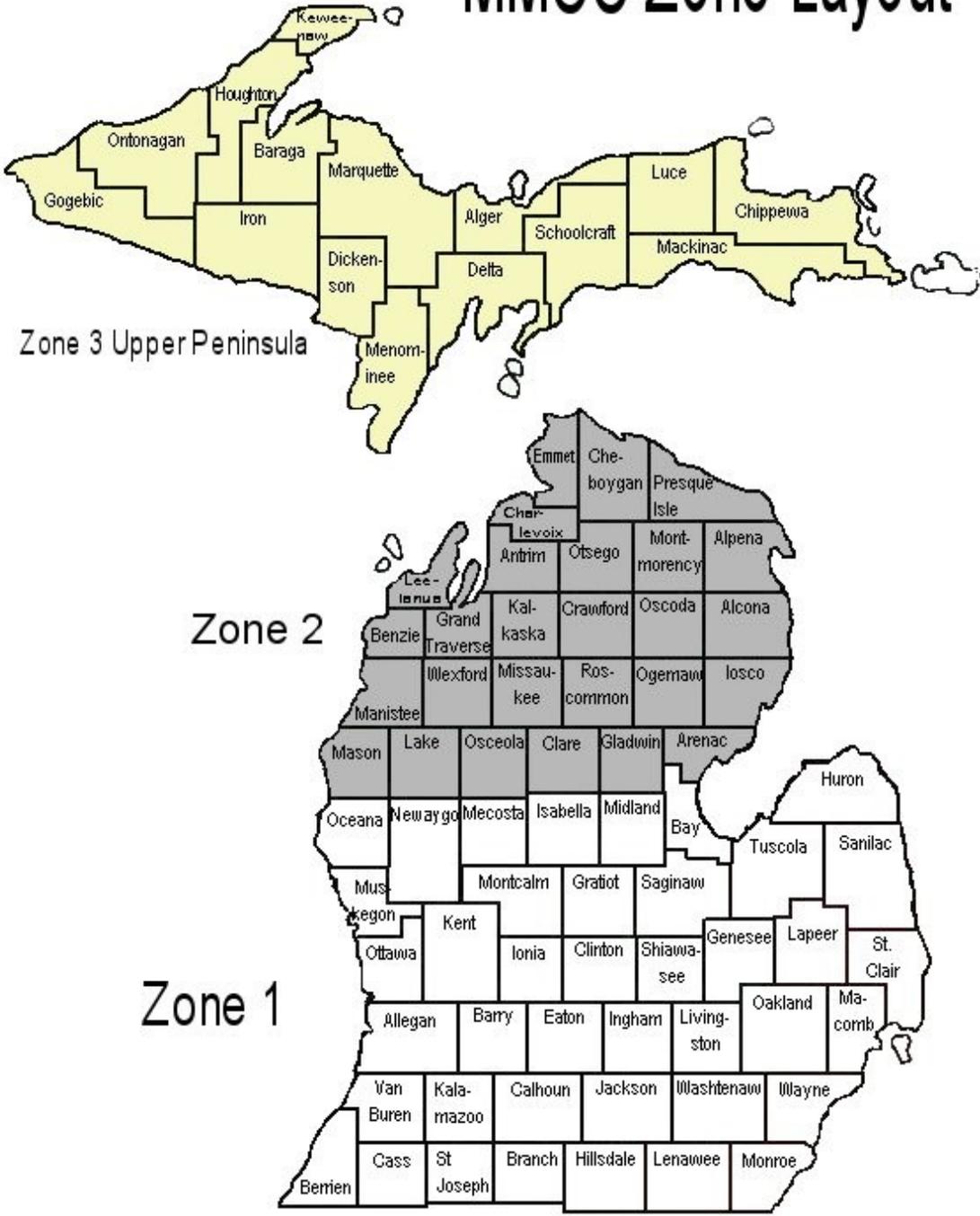
# STATE OF MICHIGAN

## CONTRACT TERMS

This Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and [INSERT COMPANY NAME] ("**Contractor**"), a [INSERT STATE & ENTITY STATUS, *E.G.*, A MICHIGAN CORPORATION OR A TEXAS LIMITED LIABILITY COMPANY].  This Contract is effective on [MONTH, DAY, YEAR] ("**Effective Date**"), and unless earlier terminated, will expire on [MONTH, DAY, YEAR] (the "**Term**").

This Contract may be renewed for up to [INSERT # OF RENEWAL OPTIONS] additional [INSERT # OF YEARS PER RENEWAL OPTION] 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 12.1**.

    "**Allegedly Infringing Features**" has the meaning set forth in **Section 12.3(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** Error! Reference source not found..

    "**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 18.**

    "**Confidential Information**" has the meaning set forth in **Section 9.1**.

    "**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 11(a)**.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" has the meaning set forth in **Section 7.1**.

"**Force Majeure Event**" has the meaning set forth in **Section 16**.

"**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 8.1**.

"**Hosted Services**" has the meaning set forth in **Section** Error! Reference source not found..

"**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 8.1**.

"**Personally Identifiable Information (PII)**" has the meaning set forth in **Section 8.1**.

"**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 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 8.1**.

"**State Modification**" has the meaning set forth in **Section 12.2(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 5**.

"**Term**" has the meaning set forth in the preamble.

"**Transition Period**" has the meaning set forth in **Section 6.3.**

"**Transition Responsibilities**" has the meaning set forth in **Section 6.3.**

"**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)     provide maintenance and Support Services as set forth in the Support Agreement, attached as **Schedule B**;

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

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

(e)     IT training services as specified in the applicable Statement of Work; 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 not be unreasonably withheld.  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 8** (State Data), **Section 9** (Confidentiality), **Section 10** (Security) and **Section 11** (Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 0** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5	Contractor Personnel.  Contractor will:

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

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

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

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

2.6    Management and Payment of Contractor Personnel.

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

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

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

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

3.    **License Grant and Restrictions.**

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

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

(b)   generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

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

(d)   access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2   <u>License Restrictions</u>.  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   <u>Use</u>.  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   <u>State License Grant</u>.  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   <u>Service Preparation</u>.  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   <u>Testing and Acceptance</u>.

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

**6.    Termination, Expiration and Transition**.

6.1    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 6.1**, 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 6.2**.

(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.

6.2    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 6.3**.  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.

6.3    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.

6.4    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 6.3**.

(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. All licenses granted to the State will immediately and automatically terminate 180 days after Termination.  At the conclusion of 180 calendar days after the Termination, the State will promptly return to Contractor all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Contractor's Confidential Information and Intellectual Property; (ii) permanently erase the Contractor's Confidential Information and Intellectual Property from its computer systems; and (iii) certify in writing to Contractor that it has complied with the requirements of this **Section 7.4 (b).** This return and erase obligation does not apply to courseware materials provided to students.

(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 6.4(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 6.1**, 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.

6.5    Survival. The rights, obligations and conditions set forth in this **Section 6.5** and **Section 1** (Definitions), **Section 6.3** (Effect of Termination; Data Retention), **Section 8** (State Data), **Section 9** (Confidentiality), **Section 10** (Security), **Section 12.1** (Indemnification), **Section 13** (Limitations of Liability), **Section 14** (Representations and Warranties), **Section 15** (Insurance) and **Section 18** (Effect of Contractor Bankruptcy) and **Section 19** (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.

## 7.    Fees and Expenses.

7.1    Fees.  Subject to the terms and conditions of this Contract, the applicable Statement of Work, and the Support 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 7.2** ("**Fees**").

7.2    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 7.2**.

7.3    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.

7.4    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.

7.5    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.

7.6    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.

7.7    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 7**.  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.

7.8    <u>Payment Does Not Imply Acceptance</u>.  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.

7.9    <u>Payment Disputes</u>.  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 7.9** or any dispute arising therefrom

7.10    <u>Right of Set-off</u>.  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.

**8. State Data**.

    8.1   <u>Ownership</u>.  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 8.1** survives termination or expiration of this Contract.

    8.2   <u>Contractor Use of State Data</u>.  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 8.2** survives termination or expiration of this Contract.

    8.3   <u>Backup and Extraction of State Data</u>.  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 11(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.

    8.4   <u>Discovery</u>.  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.

8.5     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 8.5** survives termination or expiration of this Contract.

8.6     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.

8.7     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.

**9.  Confidentiality**.

9.1  <u>Meaning of Confidential Information</u>.  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.

9.2  <u>Obligation of Confidentiality</u>.  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 0**.

9.3  <u>Cooperation to Prevent Disclosure of Confidential Information</u>.  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.

9.4  <u>Remedies for Breach of Obligation of Confidentiality</u>.  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.

9.5    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.

**10.  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**.

**11.  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 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 11**; 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 6.1(a)**.

**12.  Indemnification**.

    12.1    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 12.1** 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 12.2(a)** through **Section 12.3(b)** and **Section 12.3**.

12.2   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.

12.3   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 12.2**, 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 12.3(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 12.3** 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 12.1** and **Section 12.2**.

12.4   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 12**, 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.

**13. Limitations of Liability**.

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

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

**14. Contractor Representations and Warranties**.

14.1 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 Solicitation Type; 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 Solicitation Type, 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.

14.2 <u>Software and Service Warranties</u>. 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** Error! Reference source not found.;

(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 Support 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.

14.3  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.

14.4  Performance Warranty. Contractor represents and warrants that its IT training services hereunder shall be performed by competent Personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the Statement of Work.

**15. Insurance**.

15.1  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 an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

| Insurance Type | Additional Requirements |
|---|---|
| **Commercial General Liability Insurance** | |
| <u>Minimal Limits:</u><br><br>$1,000,000 Each Occurrence Limit<br><br>$1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit<br><br>$2,000,000 Products/Completed Operations<br><br><br><u>Deductible Maximum:</u><br><br>$50,000 Each Occurrence | 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 0. |
| **Umbrella or Excess Liability Insurance** | |
| <u>Minimal Limits:</u><br><br>$5,000,000 General Aggregate | 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. |
| **Workers' Compensation Insurance** | |
| <u>Minimal Limits:</u><br><br>Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| **Privacy and Security Liability (Cyber Liability) Insurance** | |
| <u>Minimal Limits:</u><br><br>$1,000,000 Each Occurrence<br><br>$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.

15.2  <u>Non-waiver</u>.  This **Section 15** 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).

**16. Force Majeure**.

16.1  <u>Force Majeure Events</u>.  Subject to **Section 0**, 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.

16.2  <u>State Performance; Termination</u>.  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.

16.3  <u>Exclusions; Non-suspended Obligations</u>.  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 8** (State Data), **Section 9** (Confidentiality), **Section 10** (Security), **Section 11** (Disaster Recovery) or **Section 12** (Indemnification), or any Support Service Level Requirement.

**17. 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.

**18. 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.

**19. General Provisions**.

19.1  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.

19.2  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.

19.3  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.

19.4  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:

| **NH Learning Solutions Corporation** |
| --- |
| **Gregory S. Pierce**<br>VP Legal & General Counsel<br>14115 Farmington Road, Livonia, MI 48154<br>(517) 256-7516<br>Gregory.pierce@nhls.com |

If to the State:

| **State Contract Administrator** |
| --- |
| **Garrick Paraskevin**<br>Constitution Hall<br>525 West Allegan Street, Lansing, MI 48933<br>(517) 256-7516<br>ParaskevinG@michigan.gov |

Notices sent in accordance with this **Section 19.4** 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.

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

19.6  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 6.2**, 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 19.6** is void.

19.7  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.

19.8  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.

19.9  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.

19.10  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

19.11  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 19.11**.

19.12  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.

19.13     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.

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

19.15     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.

19.16     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.

**SCHEDULE B**
**Support Agreement**

The NHLS OLL Help Desk is open 8:30am-5:00pm Eastern Monday-Friday. Support is limited to issues directly related to class attendance and the lab environments. The OLL Help Desk is available at ollhelpdesk@nhls.com or by calling 646-695-5777.

The NH Corporate Help Desk is available from 8:00am-9:00pm Eastern if after-hours support is needed. They can be reached at student.services@newhorizons.com or 714-940-8100.

**SCHEDULE C**
**Data Security Requirements**

(Contractor's security plan is included as an attachment)

**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 0** of this Schedule.

"**Contractor Systems**" has the meaning set forth in **Section 5** of this Schedule.

"**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.

"**SSAE**" means Statement on Standards for Attestation Engagements.

**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    provide SSAE 16 SOC 2 Type 2 audit upon request for the Hosted Services throughout the Term ;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);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;

3.2    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;

**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    if requested by the State, provide a copy of Contractor's SSAE 16 SOC 2 Type 2 audit report to the State within thirty (30) days after Contractor's receipt of such report.  Any such audit reports will be recognized as Contractor's Confidential Information.

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.

**SCHEDULE D**
**Disaster Recovery Plan**

1) Recovery Point Objective: 24 hours.

2) Recovery Time Objective: Maximum 48 hours to get critical systems running once an executive declares a disaster.

3) All critical systems tested annually.

4) Critical Applications: Learning Management System New systems introduced in 2019 use SQL replication for databases and storage replication to copy servers to a disaster recovery site on an hourly basis.  Data on systems are recoverable up to an hour old Labs always on business continuity model with redundant live data centers capable of live failover allowing users to launch new labs in surviving data center. Saved labs are not considered mission critical data and not recovered in the event of a disaster DR Plan.  Last update 5/4/2019.  Next update in August 2019 to incorporate new technologies.

5) Redundancy Strategy: All data centers have separate path electrical connection from the utility company.  Active, Passive and Standby (N+1) uninterruptible battery backups.  Onsite backup generators and standby portable generators.  Redundant multi carrier Internet service.  All systems have redundant disk, network and power supplies.