

# PROPOSAL FOR:

# THE NEBRASKA GAME AND PARKS COMMISSION

Solicitation Number: RFP 5757 Z1 February 15, 2018







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**ORIGINAL RESPONSE** 





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# **ORIGINAL**



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# Form A Bidder Contact Sheet

### Request for Proposal Number 5757 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information				
Bidder Name:	Kalkomey Enterprises LLC			
Bidder Address:	14086 Proton Rd Dallas, TX 75244			
Contact Person & Title:	Mitch Strobl VP of Agency Relations			
E-mail Address:	mstrobl@kalkomey.com			
Telephone Number (Office):	972-715-7011			
Telephone Number (Cellular):	214-437-9900			
Fax Number:	N/A			

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

	Communication with the State Contact Information			
Bidder Name:	Kalkomey Enterprises LLC			
Bidder Address:	14086 Proton Rd Dallas, TX 75244			
Contact Person & Title:	Mitch Strobl - VP of Agency Relations			
E-mail Address:	mstrobl@kalkomey.com			
Telephone Number (Office):	972-715-7011			
Telephone Number (Cellular):	214-437-9900			
Fax Number:	N/A			



### REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING:

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.
I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.
I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	KALKOMEY ENTERPRISES, LLC
COMPLETE ADDRESS:	14086 PROTON RD. DALLAS, TX 75244
TELEPHONE NUMBER:	978 715 7611
FAX NUMBER:	214 351 6429
DATE:	2/14/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Havard Rouse CFO



#### Letter of Introduction

It is with great pleasure that Kalkomey Enterprises, LLC responds to this solicitation. It is our hope that Kalkomey is granted the opportunity to partner with the Nebraska Game and Parks Commission (NGPC) to complete this project. While we understand the main intent of this solicitation is to secure a subscription management solution, we believe that Kalkomey brings much more to the table. Kalkomey has had a longstanding relationship with the NGPC. Our many interaction points with Nebraska's customer base allows Kalkomey the unique opportunity to help the NGPC market NEBRASKAland to over 12,000 brand new customers each year.

It is our intent to demonstrate throughout this RFP why Kalkomey is the right choice for the NGPC. We're here to be much more than a subscription management platform and database. We're here to be your partner in business; to help grow your sales, provide exceptional customer support, test and optimize conversion funnels, and more. We have structured our proposal so that Kalkomey is only successful when NGPC is successful.

At any time during this RFP review, we encourage Nebraska to visit <a href="http://www.pennsylvaniagamenews.com">http://www.pennsylvaniagamenews.com</a> to see an active version of our subscription manager platform. While Pennsylvania's configurations may differ from the requirements set forth in this RFP, we encourage you to go through the system to experience it first-hand for yourself.

We are grateful for the opportunity to submit this response, and thank you for the time you've dedicated to reviewing our proposal.

Respectfully,

Jason Alexander

CEO, Kalkomey Enterprises, LLC

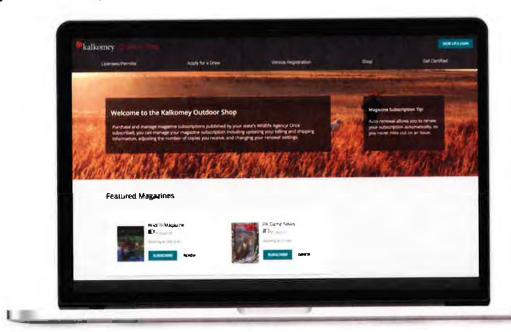


#### **EXECUTIVE SUMMARY:**

# Kalkomey's AMS Subscription Manager

Kalkomey's Agency Management Solutions (AMS) platform was built out of necessity. AMS is truly a configurable, multi-channel eCommerce System designed to facilitate the sales and financial reconciliation of agency product offerings and the management of related processes and data. Kalkomey's AMS brings together the applications that are needed to tether the State agency to the outdoor enthusiast. By aligning the sportsman and State agency, Kalkomey is able to provide a number of efficiencies that are lost with the other providers, and because Kalkomey is uniquely positioned to provide safety education, publications, event management, volunteer management, certification management, outreach, law enforcement and harvest reporting under one system, we are able to leverage the data in ways no other vendor can match, which will have a direct relationship to our ability to drive marketing and R3 goals more effectively. Kalkomey's products are developed and supported by individuals with over 30 years of combined experience in state fish and wildlife agency services solutions (licensing automation, education, and data management).

In response to this RFP, Kalkomey will be proposing its Subscription Manager platform. Subscription Manager is a web-based application that allows agencies to automate and manage publication subscriptions (ex. Game New Magazine, Rules and Regulations, etc.). Subscription Manager centralizes an agency's subscription data into a single, easily managed repository; includes a web interface that makes the data easy to search and manage; allows public users to self-subscribe or modify their subscription; and facilitates the creation of a distribution list for the agency's printer.



Subscription Manager is a configurable, off-the-shelf commercial solution. During the onboarding process, Kalkomey's staff will modify the application's settings to best suit agency specifications.



Subscription Manager is designed for agencies to:

- · Centralize agency subscription data in one, easy-to-use repository
- Empower the public to purchase a new subscription, modify an existing subscription, or cancel subscriptions without additional agency workload

### Subscription Manager Functionality

Some details of Subscription Manager's specific functionality are listed below. Subscription Manager:

- hosts magazine subscription products via the Kalkomey Storefront.
- facilitates e-transaction for customers 24/7/365.
- stores and manages all subscriber data.
- allows easy lookup and management (edits) of subscriber records.
- allows customers to self-manage subscriber record via the public-facing interface.
- generates unique subscription codes that can be used to look up of subscription details online.
- generates an export of current subscriptions for distribution.
- generates reports to help agency users understand subscriber details.
- allows access to archives for online subscriptions.
- sends drip/renewal reminders.
- daily agency and subscriber support.
- flags invalid addresses as undeliverable.
- automatically flags subscription records for gift programs.
- allows users to manage multiple copy subscriptions.

### Kalkomey Services

Kalkomey provides the following services for Subscription Manager subscribers:

- Kalkomey configures Subscription Manager for the agency's specific requirements for their subscription products and for mailing list validation.
- Subscription Manager auto-renews subscriptions, reducing work for both the user and agency staff and increasing subscriber retention.
- Kalkomey will import all current subscriptions from the agency's existing subscription service, ensuring no drop-in subscribers through the transition.
- Kalkomey can generate a unique subscription code to be used for the look-up of subscription details online.
- Subscription Manager allows public users to purchase a subscription for multiple locations in one transaction (such as for a gift or for a small business with multiple offices).



- Kalkomey has multiple connections to the Internet, allowing global load balancing for this
  application in a high-capacity environment and ensuring continuous availability.
- Kalkomey hosts Subscription Manager at a major hosting provider whose main business is the hosting, monitoring and support of web-based hosting.
- Subscription Manager's student view utilizes Responsive Web Design (RWD). RWD allows the student to register on various devices including, but not limited to, smartphones, tablets, and desktop computer monitors. Why does this matter? Over half of all internet traffic is now through a smartphone.
- Kalkomey provides full application support and customer support for agency users and the
  public. The customer support department includes Spanish-speaking staff, available 7 days a
  week via phone, email, and chat.

### Subscription Manager Access

Kalkomey handles all aspects of configuration and setup on behalf of your agency. During the onboarding process, a Kalkomey staff member will work with your agency to determine the best features and configuration for your subscriptions. The launch process will include:

- Initial analysis and configuration
- Subscription Manager configuration to meet agency needs
- Testing on a staging site available only to the agency
- Importing historical subscriber data provided by the agency
- · Creation of public-facing site linked to from the agency website

After the launch, the system manages all the details, and because Kalkomey offers Customer Service support every day for both agency and public users, Subscription Manager will dramatically reduce agency workload.

Subscription Manager empowers public users to manage their own subscription accounts. Public users can:

- Browse all agency subscription products.
- Order one or multiple subscription products in one transaction.
- Order a subscription for multiple locations in one transaction.
- Order a gift subscription.
- Look up their subscriptions.
- Modify an existing subscription (such as changing an address or credit card information).
- Choose to auto-renew their subscription.
- Cancel a subscription.
- Access archives of online subscriptions.



Kalkomey is confident that Subscription Manager will be a great fit for Nebraska's needs. With Kalkomey's Subscription Manager, you get much more than a website; you get Kalkomey. Our customer support, our developers, our designers, and more, will all be dedicated to seeing NGPC's success through to the end.

#### **II. TERMS AND CONDITIONS**

#### A. GENERAL

Accept (Initlal)	Reject (Initial)	NOTES/COMMENTS:
HR		

The contract resulting from this RFP shall incorporate the following documents:

- Request for Proposal and Addenda;
- 2. Amendments to the RFP;
- Questions and Answers;
- Contractor's proposal (RFP and properly submitted documents);
- The executed Contract and Addendum One to Contract, if applicable; and,
- 6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

#### B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

#### C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity,



limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

#### D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			Kalkomey's proposed solution is already live and functional, but Kalkomey agrees to not commence any billable work for Nebraska's instance of the solution until a valid contract has been fully executed.

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

#### E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

#### F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver,



the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

#### G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

#### H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

#### I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

#### J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			



#### 1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or properly loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

#### 2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

#### PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

#### 4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

#### K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.



#### L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

### M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

#### N. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

#### O. CONFIDENTIALITY

Accept (initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (initial)	NOTES/COMMENTS:
HR			



All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### P. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Parly against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

#### Q. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- Transfer all completed or partially completed deliverables to the State;
- Transfer ownership and title to all completed or partially completed deliverables to the State;



- 3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract:
- 5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
- 6. Return or vacate any state owned real or personal property; and,
- Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

#### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- 1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.



Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

#### B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>
  - The completed United States Attestation Form should be submitted with the RFP response.
- 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

# C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

#### D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or



permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

#### E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

#### F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
		HR	Kalkomey's Subscription Manager is a Saas offering that is already operational in other states. Should NGPC award this contract to Kalkomey, NGPC will be licensing the application.
			Kalkomey acknowledges that NGPC shall maintain ownership of the NEBRASKAland copyright and content, promotional pieces, subscriber data, and customer information. Similarly, Kalkomey Enterprises will maintain ownership of the software solution proposed, Subscription Manager.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

#### G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor
  has verified that each subcontractor has the required coverage; or,
- 3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage. The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.



In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

#### 1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE
The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance
and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work
covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property
damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any
Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall
not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Nonowned, and Hired vehicles.



COMMERCIAL GENERAL LIABILITY			
General Aggregate	\$2,000,000		
Products/Completed Operations Aggregate	\$2,000,000		
Personal/Advertising Injury	\$1,000,000 per occurrence		
Bodily Injury/Property Damage	\$1,000,000 per occurrence		
Medical Payments	\$10,000 any one person		
Damage to Rented Premises (Fire)	\$300,000 each occurrence		
Contractual	Included		
WORKER'S COMPENSATION			
Employers Liability Limits	\$500K/\$500K/\$500K		
Statutory Limits- All States	Statutory - State of Nebraska		
USL&H Endorsement	Statutory		
Voluntary Compensation	Statutory		
COMMERCIAL AUTOMOBILE LIABILITY	44.		
Bodily Injury/Property Damage	\$1,000,000 combined single limit		
Include All Owned, Hired & Non-Owned Automobile liability	Included		
Motor Carrier Act Endorsement	Where Applicable		
UMBRELLA/EXCESS LIABILITY			
Over Primary Insurance	\$2,000,000 per occurrence		
COMMERCIAL CRIME			
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000		
CYBER LIABILITY			
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000		
MANDATORY COI SUBROGATION WAIVER LANGUA			
"Workers' Compensation policy shall include a Nebraska."	waiver of subrogation in favor of the State o		
MANDATORY COI LIABILITY WAIVER LANGUAGE			
"Commercial General Liability & Commercial Aut Nebraska as an Additional Insured and the poli- insurance carried by the State shall be considere insured."	cies shall be primary and any insurance or self		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

#### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

NE Game & Parks Commission Attn: Communications Administrator 2200 N 33<sup>rd</sup> Street Lincoln, NE 68503

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

#### 4. DEVIATIONS



The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

#### H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

#### I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

#### J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

### K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <a href="http://nitc.nebraska.gov/standards/2-201.html">http://nitc.nebraska.gov/standards/2-201.html</a> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance,



the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

#### L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			Kalkomey has discussed it's disaster recovery and backup plan in this RFP.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

#### M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

#### IV. PAYMENT

#### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

#### B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

#### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices are to be sent to the Nebraska Game and Parks Commission, Communications Division, 2200 N 33<sup>rd</sup> Street, Lincoln, NE 68503. Itemized Invoices must include a date range, and description of any services and related charges. Invoice fees and charges must reflect corresponding contract line. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.



#### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative withIn RFP Response (Initial)	NOTES/COMMENTS:
HR			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

#### E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

#### F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

### G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (InItial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.



#### H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HR			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

### V. Project Description and Scope of Work

#### I. PROJECT OVERVIEW

NEBRASKAland Magazine, published by the Nebraska Game and Parks Commission (NGPC) since 1926, is a non-profit full-color print magazine published 10 times per year (with double-month issues in Jan/Feb and Aug/Sep) that typically has 52-80 pages per issue. Magazine content includes award-winning stories and photographs about Nebraska's parks and wildlife, outdoor recreational opportunities and conservation. Select stories from the magazine, as well as blogs and other content that does not appear in the print edition, is available on the NEBRASKAland website, http://magazine.outdoornebraska.gov/.

Kalkomey acknowledges the project overview. Kalkomey is proposing its solution, Subscription Manager, to meet the scope of needs listed in this RFP. Kalkomey has experience working with other states on contracts of similar size and scope. We are eager to help sell NEBRASKAland as it serves as a great, "what's next" resource for hunters and other outdoorsman and women.

#### J. CURRENT ENVIRONMENT

The magazine and related products are currently sold online through NGPC's permit system, at park locations, district offices, through the mail and over the phone. NGPC intends to continue to offer sales through these outlets. Contractor will create and maintain a webpage with a shopping cart and e-commerce capabilities to replace a shopping cart which was previously hosted at <a href="http://magazine.outdoornebraska.gov/">http://magazine.outdoornebraska.gov/</a>. Subscriber numbers range from 18,000 to 20,000 annually. More than half are currently renewed through the mail. Currently, the NGPC mails monthly renewal notices to approximately 1-2,000 lapsing subscribers per month. The subscriber receives a renewal letter offer and a return envelope, or the option to renew via phone or online. Phone calls for subscriber services currently go to NGPC staff and a contracted answering service that takes a message and relays the information to staff. On average, the staff receive five calls a day and up to 25 during the peak holiday times. The NGPC has a contract with a printer who prints and directly mails each issue of the magazine, as well as any special issues, to the subscriber. Some magazines are shipped directly to the NGPC for internal distributions. NGPC shall maintain ownership of all copyrights, content, subscriber databases and customer information.



Kalkomey's Subscription Manager is a Saas offering that is already operational in other states. Should NGPC award this contract to Kalkomey, NGPC will be licensing the application. Kalkomey acknowledges that NGPC shall maintain ownership of the NEBRASKAland copyright and content, promotional pieces, subscriber data, and customer information. Similarly, Kalkomey Enterprises will maintain ownership of the software solution proposed, Subscription Manager. NGPC owns the magazine and customer data, Kalkomey owns Subscription Manager system. Kalkomey understands that NGPC intends to continue selling the subscription via online, mail, phone, and offices, and intends to support NGPC in these sales efforts. Kalkomey has created an off-the-shelf, configurable solution to meet the specifications listed in this RFP. Furthermore, Kalkomey is proposing (as an option) to provide customer support in place of NGPC's current process utilizing NGPC staff and the contracted answering service. Kalkomey's support team facilitates many hundreds of calls per day, along with emails and chat inquiries in our many lines of business. Adding 5 calls per day (25 during peak holiday times) is something Kalkomey can easily handle on behalf or in partnership with NGPC.

#### K. GENERAL REQUIREMENTS

The Contractor will provide NEBRASKAland Magazine Subscription Fulfillment in accordance with the Scope of Work described herein.

#### L. SUBSCRIPTION FULFILLMENT SERVICES FOR NEBRASKALAND MAGAZINE AND RELATED PRODUCTS

1. The Contractor will provide comprehensive magazine subscription fulfillment services to achieve economical and practical results in the operating environment of a state government publishing organization. Contractor must provide customer service for NEBRASKAland Magazine print subscribers, including all areas of customer service related to subscriptions, sales, customer support, and fulfillment issues (the magazine is drop-shipped by the printer directly via U.S. mail to print subscribers). Contractor must sell annual, two and three-year subscriptions and related products (such as the NEBRASKAland calendar and other publications) at a price agreed upon by NGPC and Contractor through online orders, mail orders, and phone orders.

Kalkomey understands the requirement to provide a comprehensive magazine subscription fulfillment service, and has responded to this RFP with our plans to meet this requirement. Additionally, Kalkomey's customer support team is fully prepared to manage all areas of customer service related to subscriptions, sales, customer support, and fulfillment issues related to the NEBRASKAland magazine. Kalkomey's system will sell annual, two, and three-year subscriptions and related products via the online platform, mail orders, and phone orders.

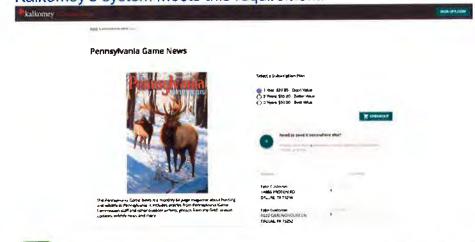
2. Essential services to be provided include managing the subscriber database. This entails: migrating current subscriber mailing and billing address for both regular subscriptions and gift subscriptions; entering new subscriber records and all subscriber transactions; sending renewal notices; billing new and renewing subscribers; balancing and depositing subscription payments; developing and maintaining a customer-friendly and PCI DSS (Payment Card Industry Data Security Standard)-compliant web-hosted system to accept credit card payments for the sale of both new subscriptions and renewals and related products; supplying a toll-free number service for subscription inquiries; advising NGPC on methods of promoting the magazine to new subscribers; conducting those new subscriber promotions in coordination with the NGCP; and analyzing and reporting on basic subscriber data and promotional efforts.

Kalkomey acklowledges all of the essential services listed above, and can demonstrate our capabilities to meet all of these requirements throughout our RFP response and a live-demo of the system.

- Contractor's hosted web-system must allow for, but not limited to, the following:
  - Addition or removal of products for sale
    - Kalkomey's system meets this requirement.
  - b. Customer account creation



- Kalkomey's system meets this requirement.
- c. Customer purchase of multiple products in one transaction
  - Kalkomey's system meets this requirement.
- d. Ability for customers to add special instructions or notes to the order
  - Kalkomey's system meets this requirement.
- e. Ability for customers to have different billing and shipping addresses, or send products as gifts
  - Kalkomey's system meets this requirement.
- f. Communications to customer
  - Kalkomey's system meets this requirement.
- g. Acceptance of NGPC-defined promotional codes or coupon codes
  - Kalkomey's system does not currently meet this requirement. However, Kalkomey will develop this requirement upon successful award of this REP.
- h. Tax-free sales
  - Kalkomey's system meets this requirement. This is a configurable setting in Subscription Manager
- i. Calculation and collection of Nebraska state and local sales tax for sales based upon the product delivery address
  - Kalkomey's system meets this requirement. This is a configurable setting in Subscription Manager
- j. Tax on shipping
  - Kalkomey's system meets this requirement. This is a configurable setting in Subscription Manager
- k. Free shipping or shipping based upon a standard rate
  - Kalkomey's system meets this requirement. This is a configurable setting in Subscription Manager.
- I. Exportable CSV reports or ad-hoc queries for reporting products sold, customer information, general ledger account information
  - Kalkomey's system meets this requirement.
- m. Ability for customer to ship items from one order to multiple addresses
  - Kalkomey's system meets this requirement.



- n. Ability for customer to update their contact information
  - Kalkomey's system meets this requirement.

#### M. ACCOUNT SERVICES

Contractor shall provide the following services on a daily basis:



- a. Staff inbound 800 telephone number seven (7) days per week at customer convenient hours including regular standard business hours, weekday evenings and weekend days and early evenings, e.g., 8 a.m.-10 p.m. CST M-F and 8 a.m-7 p.m. CST, Saturday and Sunday.
  - Kalkomey's customer support team is available to NGPC and customers 7 days per week, from 8:00 am CST to 11:00 pm CST.
- Maintain subscriber mailing lists.
  - Kalkomey's system meets this requirement.
- c. Record, balance and deposit subscription payments and process credit card payments.
  - Kalkomey's system meets this requirement.
- A daily order report by source with a daily record of deposit of subscription payments.
  - Kalkomey's system meets this requirement.
- 2. Contractor shall provide the following services on a monthly basis:
  - Monitor postal regulations, services and discounts.
    - Kalkomey's system meets this requirement.
  - Select subscriber names due for renewal based upon expiration date.
    - Kalkomey's system meets this requirement. Business rules allow admins to auto-trigger such renewal campaigns via email and/or physical mail.
- 3. Contractor shall provide the following every month or prior to each issue publication:
  - Before scheduled mail-out of each issue, prepare subscriber list for NGPC acceptance and provide to magazine printer/mailer for processing.
    - Prior to each scheduled mail-out, designated NGPC personnel will have the ability to review the recipient file in full detail. During the launch process, Kalkomey expects to outline this process with NGPC to ensure that files are checked and authorized on a monthly basis.
  - b. Prepare supplemental lists of subscribers for NGPC acceptance and provide to magazine printer/mailer for processing. Schedule will be determined by NGPC.
    - · Kalkomey's system meets this requirement.
- Contractor shall provide the following services on a yearly basis:
  - a. Provide projections of cost fluctuations.
    - On an annual basis at a frequency and timing decided by NGPC, Kalkomey will provide projections of any cost fluctuations for NGPC's budgeting purposes.
  - b. Conduct two to five regular renewal promotions.
    - Kalkomey's automated renewal campaigns can be configured to include renewal promotions. Additionally, specific renewal promotions can be conducted outside of the regular business-rule-driven renewal efforts. Kalkomey would expect to work closely with NGPC on these promotional campaigns.

#### N. PROCESSING

- 1. Contractor shall receive, open and sort mail, record receipts, balance and make deposits via Automated Clearing House (ACH) to the State of Nebraska banking system within three days of the receipt thereof. Contractor must be able to generate .csv transaction files of financial items to be sent to the State's Payroll and Financial Center (PFC the State's accounting system, Oracle's JDEdwards EnterpriseOne, version 9.1) and accept .csv transaction files of financial items returned from the State's PFC.
  - Kalkomey's system meets these criteria.
- Contractor shall enter the following transactions into the subscriber database: new paid orders, renewals, gift and/or agency orders, payments, cancellations, name and/or address changes and all other related transactions Kalkomey's system meets these criteria.



- Contractor shall be able to accept orders via Visa, MasterCard and Discover, mail, telephone and web site. Payments 3. must be processed through the State of Nebraska credit card processor. Contractor must be compliant with PCI DSS and provide a compliant Attestation of Compliance, using the latest version, annually. The subscriptions shall be processed in the standard operating manner and entered as paid orders upon approval of the credit card. Contractor shall handle subsequent subscription relation activities associated with rejects of the credit card. Kalkomey accepts orders via all methods listed above. Kalkomey's current process utilizes CyberSource as the processor. Kalkomey would propose utilizing CyberSource in order to take advantage of all tokenization processes that enable sales-generating features. However, Kalkomey is capable of using Nebraska's credit card processor if required. It is possible that NE's credit card processor will not be willing/able to adapt process to include Kalkomey's features such as auto-renew. While CyberSource and most other vendors can handle the tokenization process that enables many of Kalkomey's features such as auto renew and payment profiles, Kalkomey feels it's best to not assume this to be the case with NE's payment processor without directly verifying with that entity. This may need to be negotiated prior to contract finalization.
- Contractor shall balance and verify orders, promotions; and check for and correct errors produced during processing; report on errors and provide resolution.
   Kalkomey will meet these requirements.
- Contractor shall maintain all necessary batch controls by zip code for the purpose of mailing.
   Kalkomey will meet this requirement.

#### O. DATABASE MANAGEMENT

- Contractor shall have a computerized system with real-time, direct access capability to receive subscriber information, update files as information changes and invoice subscribers at pre-determined intervals from an automated system that uses Contractor-supplied forms.
  - Kalkomey's subscription manager is a web-hosted solution that provides real-time access for admins or customers to submit subscriber information or edit account and order details. The system will facilitate transactions online as well (including mobile phones with internet reception or wifi enabled). The database will be accessible only by users with proper permissions and approved login credentials.
- Contractor must import subscriber data including both subscription shipping and billing addresses including gift subscription information.
  - Kalkomey will import all existing subscriber data into the new system, including (but definitely not limited to) shipping/billing address, and gift information. Kalkomey will work closely with NGPC's current staff to ensure a seamless transition from the current/old database to Kalkomey's subscription manager. The data transfer will be thoroughly tested to ensure accuracy of carry-over data.
- 3. Contractor shall enter records daily within five working days of receipt of transaction.
  - Records are entered immediately upon transaction, regardless of sales method. When customers buy online, the transaction is logged automatically and immediately. If sales occur over the phone, the customer support representative is required to use the system (Subscription Manager) in order to complete the transaction, therefore the transaction details are stored automatically and immediately. Mail orders are immediately transcribed into Subscription Manager, this due to the fact that Subscription Manager is the business transaction system. Mail orders will be processed within five working days of receipt.



4. The Contractor's subscriber database will include, but not limited to: (1) active records including gift records; (2) change of address notifications [for six (6) months after change of address], (3) canceled and expired records [for one (1) year after last issue]; and (4) future starts, supplemental addresses, and Post Office undeliverables. Each record will display subscriber name and expiration.

Records will be accessible by using subscribers last and first name and address and an assigned customer identification number.

Kalkomey's subscription database meets all the criteria listed.

5. Contractor shall provide active subscriber counts to the NGPC prior to print date deadline for each issue.

Kalkomey will provide active subscriber counts to the NGPC prior to the print date for each issue. However, it is important to note that NGPC can see the active subscriber count at any time if desired.

 Duplicate subscriber record elimination will be performed by Contractor at least twice per year and thereafter upon request.

Kalkomey's development logic exposes duplicates in real-time to help proactively merge duplicate records. However, Kalkomey can and will perform a duplicate match/merge/delete script at least twice a year or as needed.

 Contractor shall transmit subscriber information to NGPC for each magazine mailing according to NGPC specifications.

Kalkomey will work closely with the NGPC to transmit any and all subscriber information that is required.

#### P. ACCOUNTS RECEIVABLE AND BILLING

Contractor will provide to NGPC a daily order report by source with a daily record of deposit of subscription
payments, to be separately identified as subscription fees or sales tax.

Kalkomey can provide NGPC with a daily order report. However, the system is
configurable to send reports at other frequencies during low-volume seasons if desired.

#### Q. RENEWAL AND OTHER PROMOTIONS

1. Contractor will provide up to five (5) regular renewal promotions in accordance with a schedule provided by NGPC. Contractor will provide the promotion forms. These mail outs currently consist of a letter that has a tear-off portion to return with payment and a window envelope. The letter includes the subscriber's name, cost with city and state sales tax, address and subscription code. The regular renewal promotion shall be mailed at least three (3) months prior to the expiration of the addressee's subscription.



In order to complete this requirement, Kalkomey will partner with QuadGraphics, a company also located in Dallas, Texas. Kalkomey's expertise truly lies in software, and QuadGraphic's expertise is printing and fulfillment. Instead of managing the fulfillment process in-house, we feel it is better from a process and cost perspective to subcontract this portion of the requirements to our partners at QuadGraphics. Kalkomey will deliver the final design file template along with the recipient data list to QuadGraphics, who will then mail merge the candidates and ultimately fulfil the order. As requested, we will use NGPC's postage permit on the files, and the post office with then withdraw money as the campaigns are executed. It is important to note that QuadGraphics will be responsible soley for the fulfilment. The design of the promotional campaign will be the responsibility of NGPC, or NGPC and Kalkomey collaboratively.

Please note that Kalkomey's process is flexible enough to work with other vendors similar to QuadGraphics if NGPC desires. We voice this because we understand that in many cases (such was the case in Pennsylvania), the state may desire to work with a state-contracted partner for fulfilment. We just want to be clear that we do have a plan in place utilizing our trusted partners at QuadGraphics, but our process is built to be flexible.

- 2. Contractor will prepare gift renewal promotions on special forms and will, at the request of NGPC, include an itemized list of gift subscriptions previously given, if on file. Renewal promotions will be sent first to gift-givers, and if not renewed, renewal offers will be sent to gift recipients upon expiration.
  - Similar to the answer listed for Q.1., Kalkomey will meet this requirement via our partnership with QuadGraphics.
- Contractor may provide new subscriber promotion services, at the request of NGPC, to include direct mail promotion
  or digital media, development and printing of direct mail promotion material, preparation of mailing lists, posting of
  direct mail, data and analysis of direct mail or digital advertising promotion efforts, including evaluating cost per new
  subscriber.

Kalkomey's partnership with QuadGraphics will be able to accommodate most any direct mail promotion campaigns. Kalkomey's in-house marketing staff will collaborate with NGPC on digital advertising promotion efforts. Kalkomey is a KPI-driven organization. Kalkomey's marketing plans will always include establishing an acceptable cost per acquisition. Whether the plan includes paid advertising, such as google pay per click, or organic (non-paid) advertising, Kalkomey will constantly analyze site traffic, conversion rates, and other data points to ensure a positive return on NGPC's investment. It is very important to note that Kalkomey's subscription manager is set up to monitor and track all site activities, which can help us accurately calculate ROI on a per campaign basis. For example, if Kalkomey and NGPC embark on an influencer marketing campaign, we will be able to track incoming traffic source, time spent on page, click rates, conversion rates, and cost per payment. We will establish key conversion metrics and track to those throughout the contract period.

#### R. SUBSCRIBER LISTS

Subscriber lists will be prepared and provided by the Contractor for the printer/distributor, currently R.R. Donnelly, in accordance with the NGPC's requirements. CSV Lists must be de-duplicated, sortable, and include required fields for mailing: subscriber/recipient first and last name, company name, customer id, mailing address line 1, mailing address line 2, city, state and zip code.



Kalkomey will provide the subscriber list in a mutually agreed upon format and frequency to NGPC's desired destination.

2. Subscriber lists will be segregated by the Contractor, by subscriber/recipient first and last name, company name, customer id, mailing address line 1, mailing address line 2, city, state and zip code, or geographic area specified by the NGPC, as defined by 5 and 9-digit ZIP codes.

Kalkomey agrees to this functionality and is capable of meeting this requirement.

3. Contractor will ensure mailing list will arrive at the printer/distributor (currently R.R. Donnelly), by 8:00 a.m. on the associated due date for each month that the magazine is mailed (January/February (December 9), March (January 25), May (March 30), June (May 1), July (May 31), August/September (July 6), October (August 28), November (September 25) and December (October 27). Dates listed are approximate.

Kalkomey agrees to this functionality and is capable of meeting this requirement. Further, if the specific delivery details (such as day of month and time) change, Kalkomey is flexible to accommodate NGPC's changing needs throughout the term of the contract.

#### S. POSTAL SERVICE

- The Contractor will use the U.S. Postal Service address correction service (ACS) to obtain address corrections electronically based.
  - Kalkomey already integrates with USPS and validates all addresses prior to final inclusion in the order details or account record.
- The Contractor will prepare PS Form 3541 for periodicals and an advertising markup form, together with NGPC, for each issue and forward the forms in accordance with the NGPC's written instructions.
   Kalkomey will work together with NGPC on the advertising markup forms.
- 3. The NGPC will make all required payments to the U.S. Postal Service.

Kalkomey understands and accepts this requirement.

#### T. TOLL-FREE TELEPHONE SERVICE

The Contractor will have a toll-free telephone service staffed seven (7) days a week at customer convenient hours including regular standard business hours, weekday evenings, weekend days and weekend early evenings to handle changes of address, subscription renewals and general questions about the publication.

Kalkomey will provide toll-free phone service during normal customer service hours (aforementioned in this response).

#### U. COMPLAINTS

Subscriber delivery complaints received by phone or correspondence will be processed by the Contractor and forwarded to the NGPC, with documentation indicating how the complaint has been resolved. Complaints/correspondence will be handled in accordance with reasonable fulfillment industry-standard practices.

Utilizing Kalkomey's customer support management system, representatives are able to document and indicate status of every interaction, positive or negative. Complaints can be reported to NGPC. Kalkomey expects to clearly outline this process during the implementation phase of the project.

#### V. TAXES

Contractor shall assess and collect Nebraska's State and local sales tax for magazine sales based upon the delivery address of the magazine at the time of the sale. Reports identifying the delivery location and the amount of state vs local sales tax collected per subscription sold via their portal shall be developed and supplied in conjunction with payments made to the NGPC related to subscription fees collected.



Kalkomey's system will meet this requirement. During the checkout process, Kalkomey's system will match the delivery address against the tax table and the corresponding tax will be applied to the purchase order prior to payment.

#### W. REPORTS

Contractor will have the ability to provide reports to NGPC showing the quantity of transactions by type in all phases of fulfillment processing, e.g., total circulation, new subscriptions, new gift subscriptions, number of invoices mailed, daily receipts and deposits, credit card orders, number of renewal notices mailed, number of promotional pieces mailed. The following reports may be requested as needed:

Report Title Daily Cash Report Order Report by Source Sales Tax Collected by Locale Accounts Receivable Balancing	Frequency Daily Daily Daily Daily
Earned Income Adjustments Credit Production Credit Cancellation Credit Payment Credit Payment Adjustment Expire Analysis Orders Applied by Term Cancellations Applied by Term	Monthly Monthly Monthly Weekly Weekly Monthly Monthly
Renewal Analysis Direct Mail/Phone Agency Cancels Direct Mail/Phone Agency Reinstatements Telephone Analysis of Incoming Calls Correspondence Analysis Main File Subscriber Counts	Monthly Monthly Monthly Monthly Monthly Monthly
Status of Subscription Copies Refund Listing Order Response –Promo Codes Call Center Help Screen Information	Weekly Daily Monthly Semi-Annually

Kalkomey's system meets this requirement. All reports listed above can and will be delivered at the stated frequency.

#### X. TECHNICAL REQUIREMENTS

#### 1. Business Continuity Planning and Disaster Recovery

The Contractor must provide a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier III" or above under the guidelines set forth by the National Uptime Institute at <a href="http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD">http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD</a> Topology 120801.pdf.

Kalkomey utilizes load balancers and multiple application servers to support each application and service. In the event of a data loss (database failure), a secondary database (on a separate machine) that receives real-time replication from the primary database is promoted to primary and will take over as the read-write data device.

If Kalkomey experiences a more severe outage, including multiple servers or an entire data center, the technology team will quickly evaluate the outage and determine if failover is necessary. If the technology team determines a failover is necessary, the following steps will be taken:



- Backup data center database server is promoted to Primary;
- All application servers in the backup data center are redirected to use the new Primary database server;

Public DNS records are updated to route incoming traffic to the backup data center. Should failover not be an option for some reason, Kalkomey's automated provisioning and deployment processes will be used to migrate all services to an entirely new hosting provider that is not experiencing issues.

The previous night's backup of the database server will be the basis of the new environment. Using replicated transactional logs, any information processed through the production database server between last backup and time of failure will be re-executed to bring the backup up to the most current possible status.

The following discusses the steps taken in response to a suspected or confirmed intrusion, process failure or data loss incident. In this document, the term Incident is used for various adverse system actions including those listed above. When in doubt, follow this plan until one of the people listed in Step 1 determine that we no longer need to follow this plan.

Immediately upon determining that an incident is underway or may have taken place:

- 1) The person who discovers the incident will notify their line-manager and ensure that at least one of the following members of the escalation team have been contacted:
- a) Michael Criswell, Lead SysOps Engineer (214) 991-4070
- b) Kevin Clark, Director of Development, IT & Security (214) 676-3428
- c) Jason Alexander, CEO (972) 639-7356
- d) Kalkomey Helpdesk (844) 525-5603
- 2) The following information will be logged by the escalation team:
- a) The name of the person reporting the incident.
- b) Time of the notification.
- c) Contact information about the caller.
- d) The nature of the incident.
- e) What equipment or persons were involved?
- f) Location of equipment or persons involved.
- g) How the incident was detected.
- h) When the event was first noticed that supported the idea that the incident occurred.
- 3) The escalation team member who receives the call (or discovered the incident) will refer to the company contact list for management personnel to be contacted and the escalation team list to contact those designated on the list using both email and phone messages while being sure other appropriate and backup personnel and designated managers are contacted. The staff member will investigate the incident and possibly add the following:



- a) Is the equipment affected business critical?
- b) What is the severity of the potential impact?
- c) Name of system being targeted, along with operating system, IP address, and location.
- d) IP address and any information about the origin of the attack.
- 4) Contacted members of the response team will meet or discuss the situation over the telephone and determine a response strategy.
- a) Is the incident real or perceived?
- b) Is the incident still in progress?
- c) What data or property is threatened and how critical is it?
- d) What is the impact on the business should the attack succeed? Minimal, serious, or critical?
- e) What system or systems are targeted, where are they located physically and on the network?
- f) Is the incident inside the trusted network?
- g) Is the response urgent?
- h) Can the incident be quickly contained?
- i) Will the response alert the attacker and do we care?
- i) What type of incident is this? Example: virus, worm, intrusion, abuse, damage.
- 5) An incident ticket will be created. The incident will be categorized into the highest applicable level of one of the following categories:
- a) Critical A disruption of production systems or ability to provide contracted services.
- b) High A threat to computer systems without a workaround but no immediate disruption of service.
- c) Normal A system bug or issue with a workaround that should be addressed as prioritized by the business.
- 6) Escalation team will determine impact and exposure to Customers and put together and execute communication plan for affected Customers.
- 7) If a procedure for this type of incident does not already exist, the team will document what was done and later establish a procedure for this type of incident.
- 8) Team members will use forensic techniques, including reviewing system logs, looking for gaps in logs, reviewing intrusion detection logs, and interviewing witnesses and the incident victim to determine how the incident was caused.
- 9) Team members will recommend changes to prevent the occurrence from happening again or infecting other systems.



- 10) Upon management approval, the changes will be implemented.
- 11) Team members will restore the affected system(s) to the uninfected state. They may do any or more of the following:
- a) Re-install the affected system(s) from scratch and restore data from backups if necessary.

Preserve evidence before doing this.

- b) Make users change passwords if passwords may have been compromised.
- c) Be sure the system has been hardened by turning off or uninstalling unused services.
- d) Be sure the system is fully patched.
- e) Be sure real time virus protection and intrusion detection is running.
- f) Be sure the system is logging the correct events and to the proper level.

# 12) Documentation—the following shall be documented:

- a) How the incident was discovered.
- b) The category of the incident.
- c) How the incident occurred, whether through email, firewall, etc.
- d) Where the attack came from, such as IP addresses and other related information about the
- attacker.
- e) What the response plan was.
- f) What was done in response?
- g) Whether the response was effective.
- 13) Evidence Preservation—make copies of logs, email, and other communication.
- 14) Notify proper external agencies.
- 15) Assess damage and cost—assess the damage to the organization and estimate both the damage cost and the cost of the containment efforts.
- 16) Review response and update policies—plan and take preventative steps so the intrusion can't happen again.
- a) Consider whether an additional policy could have prevented the intrusion.
- b) Consider whether a procedure or policy was not followed which allowed the intrusion, and then

consider what could be changed to ensure that the procedure or policy is followed in the future.

- c) Was the incident response appropriate? How could it be improved?
- d) Was every appropriate party informed in a timely manner?
- e) Were the incident-response procedures detailed and did they cover the entire situation? How can

they be improved?

f) Have changes been made to prevent a re-infection? Have all systems been patched, systems



locked down, passwords changed, anti-virus updated, email policies set, etc.?

- g) Have changes been made to prevent a new and similar infection?
- h) Should any security policies be updated?
- i) What lessons have been learned from this experience?

#### 2. Data Ownership And Accessibility

All data from October 1, 2016 forward must be migrated from the current system to the new subscriber management system prior to the go live date. Testing of data migration must be done in advance according to the Project Management.

NGPC is, and will remain, the owner of all data maintained on the database. The Contractor will be responsible for storing, and for the safe keeping of, all data on a central database and for maintaining all data.

Kalkomey acknowledges and understand that NGPC owns all of the subscriber data. Kalkomey is not making any claims of the data. Kalkomey understands that it is our responsibility to manage this data, which is owned by NGPC, via the Subscription Manager solution. Furthermore, Kalkomey will import all required historical data into Subscription manager prior to launch. Both Kalkomey and NGPC will be required to test the data by running use-cases to ensure that everything copied over as expected.

# 3. Data Storage, Replication, and Backup

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for offsite replication of any data. Contractor is responsible for having a data recovery plan emphasizing data and system recovery timeline.

The Contractor must provide a secure file transfer process as the means to upload and download data.

Bidder should describe, in detail, any proposed alternative solutions as part of the proposal response.

Subscription Manager is hosted by Kalkomey's SaaS operations team using AWS GovCloud, an isolated environment designed for sensitive data and designed to meet U.S. requirements including ITAR and FedRAMP.

In addition to running real-time database replication, full backups are taken for every component in every environment daily. Backups are kept for no less than 30 days for production environments. Backups for other environments are kept for no less than 2 days and may be kept for up to 30 days.

Backups are stored at AWS GovCloud and a copy of backups are stored at Kalkomey's facility as well. More information is provided in the VI A.3 Technical Overview portion of Kalkomey's response.

#### 4. Hosted Environment

#### a. Browser Compatibility

The online subscriber services portal/website must be accessible using popular, widely available browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome, including all currently supported versions, as well as on Apple and Android devices, and on other personal mobile devices. No custom software will be required to reside on the user's device.

Kalkomey's Subscription Manager is built on responsive web design, and therefore works seamlessly on all devices. Subscription Manager is accessible



by all Evergreen browsers, including Safari, Firefox, Chrome, Internet Explorer, and more. No customer software is required to access Kakomey's system.

#### b. Performance

The Production environment:

- Must provide sub-second response time to the State's firewall 95% of the time, Kalkomey will exceed this requirement.
- ii. Must provide a report of performance quarterly, or as requested Kalkomey will meet this requirement.
- Must use redundant network connections,
  Hosted data centers include redundant data trunks. Additionally, in the
  event of connectivity issues, all production systems will automatically route
  to failover infrastructure in a separate data center.
- iv. Must offer backup power via redundant power sources, and Utilizing AWS, our data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day. AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility.
- Must protect the physical security of the facility <u>AWS</u> provides physical data center access only to approved employees. All employees who need data center access must first apply for access and provide a valid business justification. These requests are granted based on the principle of least privilege, where requests must specify to which layer of the data center the individual needs access, and are timebound. Requests are reviewed and approved by authorized personnel, and access is revoked after the requested time expires. Once granted admittance, individuals are restricted to areas specified in their permissions.

Third-party access is requested by approved AWS employees, who must apply for third-party access and provide a valid business justification. These requests are granted based on the principle of least privilege, where requests must specify to which layer of the data center the individual needs access, and are time-bound. These requests are approved by authorized personnel, and access is revoked after request time expires. Once granted admittance, individuals are restricted to areas specified in their permissions. Anyone granted visitor badge access must present identification when arriving on site and are signed in and escorted by authorized staff.

Physical access to data centers in the <u>GovCloud (US)</u> region is restricted to employees who have been validated as being US citizens.

#### Maintenance

The Contractor must have a plan for updating, enhancing, and modifying their hosted software in response to technological advances and the need for additional features to improve efficiency and ability to meet NGPC'S requirements. This shall include any and all upgrades to the software.



Normal and preventative maintenance shall be performed at a time that shall not adversely impact daily operations, with prior notification to NGPC of the downtime.

The Contractor shall provide a list of all enhancements and changes to be made to the NGPC for approval in a maintenance release prior to the release.

Kalkomey's software is constantly evolving. Kalkomey has adopted the Agile development methodology, which allows our team to quickly adapt to changing technologies, thus keeping our platforms up-to-date. Kalkomey works in regular 3-week sprints, and is able to prioritize feature requests accordingly. Similarly, any functionality updates made for one subscriber can easily be configured for other subscribers. In other words, if Pennsylvania asks us to build something into the platform, that feature can be made available to Nebraska at no additional charge.

Normal and preventative maintenance will be performed at a time that shall not adversely impact daily operations. Any and all updates will be made and tested in a test environment to ensure accuracy when rolled out to the live production system.

Kalkomey documents feature requests and new functionality and will notify NGPC of upcoming changes as needed. Our product managers stay in constant contact with customers, so they are always aware of what we're working on, why we're working on it, etc. Kalkomey believes transparency is key, while recognizing that there's a balance of oversharing as well. We believe that NGPC has experienced Kalkomey's style over the past 3 years of working on Event Manager. NGPC will be appraised of any relevant tickets, and will also be notified about new feature requests.

#### 6. Information Security

The Nebraska Information Technology Commission (NITC) has adopted an Information Security Policy to provide a uniform set of reasonable and appropriate security safeguards for protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used to serve the citizens of the State. Contractor shall comply with any standard and policy changes that are implemented by the NITC.

#### a. Server Security

**Protection against Malicious Code:** Software and associated controls must be implemented across systems, and logs monitored, to detect and prevent the introduction of malicious code into the State environment. The introduction of malicious code such as a computer virus, worm, or Trojan horse can cause serious damage to networks, workstations, and state data. On host systems or servers, the signature files must be updated daily or when the virus software vendor's signature files are updated and published.

The Contractor's system must comply with the NITC Information Security Policy to include browser client security and, at a minimum, use of Secure Sockets Layer ("SSL") with 128 bit encryption or higher. (Full NITC 8-101: Information Security Policy is at: <a href="http://nitc.nebraska.gov/standards/8-101.html">http://nitc.nebraska.gov/standards/8-101.html</a>, NITC 8-302: Identity and Access Management Standard for State Government Agencies is at: <a href="http://nitc.nebraska.gov/standards/8-302.html">http://nitc.nebraska.gov/standards/8-302.html</a>.)

The links provided above lead to a 404 return. Assuming that Kalkomey found the most up to date listing of the security policies, Kalkomey currently meets the security policy requirements with the following exceptions:

NITC 8-301: Kalkomey doesn't currently force expiring passwords, though we do require complex, reasonably secure passwords to be used. Kalkomey will implement password expiration upon award of contract.



NITC 8 - 302: Kalkomey does not currently support NDS integration. Upon award of contract, if negotiated, Kalkomey will consider the integration.

#### Y. PROJECT PLANNING AND MANAGEMENT

Project Work Plan

Within ten (10) business days of contract award/contractor start date, the Contractor shall provide a full project plan and timeline. The Contractor and NGPC will jointly discuss timing and staffing issues that will impact the timeline. The result shall be an updated Project Management Plan. The Project Management Project Status Reports for the period of contract award through 60 days past implementation, the Contractor's Project Manager shall provide weekly Project Status Reports, which shall include:

a. significant work plan activities performed during the reporting period, with review of the completed activities and comparison with plan;

b, identification of project risks and documented recommendations to mitigate such risks;

- c. deliverables completed during the reporting period and Identification of milestones reached and comparison with plan;
- d. significant work plan activities and resources planned for the next reporting period;

e. deliverables expected to be completed in the next reporting period;

f. identification of problems or issues and tracking status of problems/issues; and

g. documentation of what is being done to achieve resolution of problems/issues; and project notes and comments.

Kalkomey will submit a full project implementation plan, including timeline, within ten business days after contract award. Prior to the submission of said project plan, Kalkomey will require at least one preliminary meeting with NGPC to discuss the implementation. Kalomey works in 3-week agile development sprints. The launch of Nebraska's subscription manager will be assigned to one of Kalkomey's agile development teams. The project plan will break the implementation down into individual tasks/tickets that will be completed according to the project plan. In order to create the tickets, Kalkomey's implementation lead will work hand in hand with NGPC to ensure the stories are written correctly according to a specific set of acceptance criteria. Throughout the implementation period, Kalkomey and NGPC will schedule demo meetings to measure progress. Progress is constantly being measured by the project manager and implementation lead in the form of velocity. Each and every ticket (task) related to the project is broken down into a specific item and is assigned a level of difficulty and associated time commitment. As teams open and close tickets, a project burndown chart is populated providing the Kalkomey leadership team a real-time analysis of true work velocity against a pre-calculated benchmark velocity in order to meet go-live date. The initial benchmark burn-down chart is built to account for unknown irregularities in velocity as a safe-guard. While the project manager has full autonomy to commit more resources to the project in the event that velocity slips, Kalkomey's entire executive staff have open access into velocity reports to ensure ample resources are always committed to the project. Furthermore, Kalkomey will meet with NGPC on a weekly basis in order to demo progress to ensure that commitments are being made on or ahead of schedule. If progress falls less than 10% behind the benchmark goal at any given point, Kalkomey's executive staff is called to action to assess the situation and implement a recovery plan in order to make up required work velocity.

#### Z. CONTRACTOR REQUIREMENTS

- The Contractor will have the ability to accept electronic media from NGPC.
   Kalkomey has the ability to accept electronic media from NGPC.
- The Contractor will have the ability to return information via an approved electronic media.
   Kalkomey has the ability to return information via an approved electronic media.



The Contractor will not sell subscriber lists:
 Kalkomey agrees to not sell subscriber lists.

- The Contractor will have the ability to print/provide two-color forms, letters, postcards, etc. on an as needed basis or provide monthly inventory so that materials may be replenished in a timely fashion.

  Kalkomey anticipates working directly with NGPC to design such materials, and will produce them on an as-needed basis.
- 5. The Contractor will provide file selection services relating to records maintained by the Contractor. Selection orders will be fulfilled electronically.

Kalkomey's system meets this requirement.

- The Contractor will maintain a postal file on a current basis, which includes 9-digit ZIP codes, primary city names, alternate city names, state codes, editions, and entry points as required.

  Kalkomev's solution meets this requirement.
- 7. The Contractor is required to manage the monthly direct mail coordination details including data and letter merging, inserting, addressing and mailing offers.
  Kalkomey's solution and process meets this requirement.

### AA, BIDDER REQUIREMENTS

Bidders should provide a response to each of the following requirements in the space provided below.

Contractor will sell annual, two and three-year NEBRASKAland Magazine subscriptions and related products through online, phone and mail orders. Describe your approach to the scope of work and how they propose to produce the required deliverables.

Response: Kalkomey's online store is a user-friendly e-commerce platform that will facilitate the sales of annual, two, and three-year NEBRASKAland Magazine subscriptions and related products through online, phone, and mail orders. Kalkomey's online store is a user-friendly, customer-centric business platform that helps customers manage their magazine subscriptions with the state agency. Kalkomey's online store is open for business 24/7/365, and is supported during Kalkomey's typical business hours (8:00 am EST – 11:00 pm EST, 7 days a week). Phone and mail orders will be processed by Kalkomey's customer support representatives. All non-online sales (phone or mail) will be recorded through an administrative interface to maintain adequate sales records.

1. Kalkomey's approach to meeting the scope of work includes utilizing Kalkomey's Sass offering, Subscription Manager. Subscription Manager is a web-based application that allows state agencies to automate and manage publication subscriptions (ex. Game News Magazine, Rules and Regulations, etc.). Subscription Manager centralizes an agency's subscription data into a single, easily managed repository; includes a web interface that makes data easy to search and manage; allows public users to self-subscribe or modify their subscription; and facilitates the creation of a distribution list for the agency's printer.

Subscription Manager is a configurable, off-the-shelf commercial solution. During the onboarding process, Kalkomey's staff will modify the application's settings to best suit agency specifications.

Subscription Manager designed for agencies to:



- Centralize agency subscription data in one, easy-to-use repository
- Empower the public to purchase a new subscription, modify an existing subscription, or cancel subscriptions without additional agency workload

Describe your experience in magazine sales, subscriber management and circulation management

Response: Kalkomey Enterprises was founded in 1995, and has partnered with State Fish & Wildlife Agencies ever since. Kalkomey's offerings range from printed publications, to online courses, to full-scale state fish and wildlife licensing platforms. Related to this solicitation, Kalkomey's printed publication department owns and operates the copyright to hundreds of publications, and currently produces and fulfills over 1 Million publications on an annual basis, ranging from hunter and boater education manuals, to rules & regs handbooks, and more. Most relevant to this solicitation, Kalkomey's Outdoor Shop platform serves as the best example of our experience related to the scope of work. Kalkomey's Outdoor Shop (www.pennsylvaniagamenews.com) is exactly what Nebraska is after. Kalkomey worked with the Pennsylvania Game Commission to completely automate the PA Game News subscription management process, giving the power to the customer and reducing the overhead associated with managing that line of business at PAGC.

Describe your processes and mechanisms, including any shopping carts, for the sale of NEBRASKAland Magazine subscriptions and related products.

Response: Kalkomey's process is built to be incredibly user friendly and intuitive. We'll talk about web-transactions first. The online customer can discover and buy NEBRASKAland (and other items) on any computer or mobile device. The online store is available 24/7/365. The customer will visit a domain (to be decided upon award of contract) and will start by selecting the product he/she desires to either purchase or learn more about. Upon clicking the product icon, the customer will be brought to a product "landing page", where more information will be provided to help the customer make a decision. The product page will include any information pertaining to the product that NGPC desires to communicate (this is configurable information) as well as a product icon. The product landing page also serves as the beginning of the checkout process. This is intentional as user-testing and A/B testing scenarios proved it to be a winning



version as it kick-started the purchase process, leading to higher conversion rates and sales. Once the customer completes the basic purchase information (such as which subscription option is desired), they system uses USPS validation to verify the recipient information. Next, the customer is given the opportunity to create/log in to an account, or checkout as a guest (configurable option, only to be used if NGPC desires). From there, the customer is taken to their shopping cart where they have the ability to complete any remaining purchase details, or continue shopping. It is also at this point where the system can up-sell other products if NGPC desires. During the checkout process, customers can use credit cards that are already stored in their profile, or they can add new cards as well. The customer is also able to opt into an auto-renew, where the system will automatically renew their purchase on an annual (or other pre-programed) frequency. If the purchase is a gift, the customer will also be able to add gift messages. Lastly, the customer can define the delivery specifications, including, but not limited to, first delivery month (if specific delivery date is required). After successfully completing the checkout process, customers will receive a completed transaction page which they can print for their records. An email receipt will also be sent to their inbox for their records.

Next, we'll discuss the process for non-online customers. Customers can also call Kalkomey's customer support team to conduct phone sales if desired. The customer service agent will essentially complete the online transaction process as explained above, with the exception being they will be logged into an admin side of the application. The transaction details can be communicated over the phone, and paid for by credit card. Aside from phone sales, customers can also subscribe or renew for NEBRASKAland via check and paper form. The order forms and check can be sent to Kalkomey's office and will again be processed by a customer service agent utilizing the admin side of Subscription Manager. The key here is that regardless of customer's order channel, the orders end up in the exact same system and database.

Contractor will send a series renewal notices for annual, two and three-year NEBRASKAland Magazine subscriptions including gift subscription via postal mail and email. Describe your process for renewing lapsed or lapsing subscriptions and gift subscriptions.

Response: Currently, Kalkomey is required only to focus on digital renewal efforts as our existing customers manage the printing and fulfillment of the post cards. However, Kalkomey's process can easily accommodate this functionality. On the digital side, Kalkomey's subscription manager will automatically trigger an email campaign to influence renewals. Further, Kalkomey's system encourages auto-renewal, which is a very successful feature. During the subscription process, customers are able to opt in to auto-renewal, where Kalkomey's system will automatically renew the subscription term and charge the customers card on file. Our auto-renewal feature supports a configurable email schedule, in which Nebraska can prescribe how many days before subscription expiration an email notification is sent reminding subscribers that their card will be charged for auto renewal. Nebraska will also have the capability to set which day of each issue month subscribers' cards are charged for autorenewal. It is important to note that with Kalkomey's auto-renewal feature, Kalkomey's system does not store credit card information. Instead, our payment processer stores the information through encrypted tokens and keys, and we hit the card that way when payment processes. On the direct mail side, Kalkomey has a long history in printing and fulfilling print pieces. Whether Kalkomey designs these files or Nebraska does, Kalkomey's Subscription Manager will create a file based on established rules (such as,



send renewal post card 3 months prior to expiration), and send that file to the printer for fulfillment. Kalkome's in-house fulfillment staff will then process the print files, and send the cards via regular postage. Kalkomey is very familiar with this process as we fulfill hundreds of thousands of certifications cards per year. The process is very much the same for this requirement.

Describe customer support services provided such as answering calls, letters and addressing concerns, change of addresses, and describe hours of operation of the customer service call center.

Response: Kalkomey has a proven history of exceptional customer support across the nation, maintaining a 5 out of 5-star rating from our agency customers as well as end-users customers (the public). Kalkomey's customer support center is operated in-house, which is a very important quality when it comes to quality assurance. Unlike other vendors, Kalkomey has not found success in shopping customer support out to 3rd party call centers as a certain element of ownership and loyalty is lost. We take great pride in hiring our own in-house customer support staff. Currently, Kalkomey employs English, Spanish, and even Frenchspeaking customer support agents. Kalkomey's customer support team is available 7 days a week from 8:00 am to 11:00 pm central standard time. Kalkomey's customer support team monitors phone calls, emails, live-chat functionality, and even social media messages for customer support. Kalkomey's customer support team uses Zendesk for issue and/or task tracking and post-implementation support issues. Zendesk includes a support ticketing system that allows Kalkomey customer support reps to streamline inquiries into a single ticket, all within an organized workflow. This leads to faster resolution of any support requests. All Kalkomey staff who provide customer support will have access to Zendesk. All support tickets will be tracked with a date/timestamp, the reporter of the issue (customer or agency), and allow for categorization by issue type, prioritization of issues, and indicate an assignment for the individual tasked with resolving the ticket. Kalkomey spends the required amount of time to properly record and document all customer service inquiries, and stores such interactions for historical reference if needed. Each interaction is categorized, and Kalkomey's team can run a retroactive report to identify top issues, which can then drive feature requests or bug fixes in Kalkomey's development cycles. Furthermore, Kalkomey's customer service representatives are encouraged to leave notes on each customer's record (notes are only viewable to approved customer support admins) to help with the future interaction of that customer should the need for help ever arise again.

Contractor shall manage subscriber data including entering new subscriber records and all subscriber transactions, maintain accurate lists, and producing subscriber mailing lists and email lists for print. Describe your database management system, and the ability to access, update and export subscriber information.

Response: Kalkomey's Subscription Manager provides all of the requested functionality of this proposal. At its core Subscription Manager was designed and developed to:



- Host magazine subscription products via the Kalkomey Storefront
- Facilitate e-transaction for customer 24/7/365
- Store and manage all subscriber data
- Allow easy lookup & management (edits) of subscriber records via agency admin interface
- Allow customer to self-manage subscriber record via public facing interface
- Generate unique subscription code to be used for look-up of subscription details online
- Generate export of current subscriptions for distribution
- Generate a set of reports to understand subscriber details
- Allow access to archives for online subscriptions
- Allow for drip/renewal reminders
- Subscription database agency and subscriber support (similar to CM support)
- Ability to flag an address as undeliverable
- Ability to flag a subscription record for gift programs
- Ability to manage multiple copy subscription

Subscription Manager consists of two interfaces that share a common database:

#### 1. Online Storefront

a. The online storefront for Subscription Manager is an ecommerce site that sells agency publications. From this site, customers can subscribe for a magazine. The online storefront gives customer the option to either checkout as a guest or create an account. When subscribing to a magazine, customers are able to purchase multiple copies of a magazine, purchase a gift subscription for another individual, and place orders for multiple addresses in a single transaction. Customers who utilize the "my account" feature will have full access to manage their subscription preferences for auto renewal, payment methods, shipping addresses, and number of copies.

# 2. Administrative Interface

a. The Subscription Manager Administrative Interface allows authorized users full capability to manage the configuration of magazine product including but not limited to issue processing schedules, product plans/pricing, and thumbnail images to be used on the online storefront.

Describe your ability to provide reports to NGPC showing the quantity of transactions by type.

Response: Subscription Manager supports several "Out of the box" reports including a subscription sales report that details the quantity of transactions by sales channel and "type" for a specified date range. Subscription manager also produces reports to help agencies gain insight into fulfillment such as a domestic and foreign totals report that shoes where subscriptions are being sent domestically and abroad. Other base reports include financial reconciliation reports as well as a "customers up for renewal" report which shows which



subscriptions will expire with the next issue. Kalkomey is committed to meeting all of Nebraska's requirements for subscription reporting and will develop any requested reports into the application in order to satisfy Nebraska reporting requirements.

Additionally, the Subscription Manager platform also supports robust ad hoc reporting capabilities for agencies to write their own reports and query whatever data may be necessary for reporting purposes.

Contractor shall be able to accept orders via Visa, Mastercard and Discover, mail, telephone and web site. Contractor must be compliant with PCI DSS. Describe payments accepted, ability to assess and collect Nebraska state sales tax based upon the delivery address of the magazine; steps and considerations for processing orders, making deposits via an automated clearinghouse to the State of Nebraska banking system.

Response: Kalkomey's system is able to accept orders online via Visa, Mastercard, and Discover card. Further, we're setup to take payment via check (mail), and over the phone. Kalkomey is fully PCI compliant, and a copy of our recent PCI compliance certificate is included in our response. During the checkout process, Kalkomey's Subscription Manager will assess taxes to be collected via a reference table built into the business rules engine. Essentially, the delivery location will be tied to a tax rate, and the tax rate will then be applied to the order total. Kalkomey will remit monies back to Nebraska on an agreed upon basis. Subscription Manager will generate an ACH file that fill automatically deposit funds into the appropriate bank account. Kalkomey will work with Nebraska during the system implementation to define the file specifications and appropriate bank account information. In addition Kalkomey will provide whatever reports are needed for financial reconciliation.

Describe optional new subscriber and gift promotional services.

Response: Kalkomey's Subscription Manager features the ability to gift subscriptions to other individuals. We realize that this gift is a tradition for many families and friends. As such, we give customers the ability to purchase gift subscriptions for loved ones, and even send an optional message with the transaction. The gift "donor" then has the ability to specify the address, and number of copies that they wish for the gift recipient to receive. In the same transaction, a gift donor can not only purchase a gift subscription for another individual, but can also purchase a subscription for themselves. There is no limit to the number of gifts/ subscriptions that can be made by a single customer in a single transaction. The subscription manager administrative interface clearly indicates that a subscription is marked as a gift and contains all relevant information about the gift. Authorized users are able to edit and update all information on a gift subscription including number of copies, gift message content, and shipping address.



SAMPLES - Each sample submitted should reference the corresponding number below. (Example: Samples of gift promotion packages would have "S.10.1.d." written on them.) Listed below are forms used in Direct Marketing.

- 3. Bidder should include one sample of these forms.
  - Subscription invoice letter and envelope

Though Kalkomey hasn't been required to send subscription invoices and letters (our current partners handle that fulfillment per their request), Kalkomey does have plenty of experience in fulfilling such orders. Kalkomey sends hundreds of thousands of certification cards each year, as well as hunting and fishing licenses. Here are two examples that demonstrate our capabilities:



S.10.3.a



S.10.3.a

b. Subscription acknowledgement letter

Kalkomey has not been required to submit such campaigns, though our design and marketing department are equipped to help NGPC on such campaigns.

Direct mail package(s) and postcards



10.

# FORGETSOMETHING? to renewyour subscription to Game News Cart minicular the laboration backing happing as Jud Blein the Kent we take SHAMMERISBURG, PA (720) eteche inscrizeren int S.10.3.c. The Game News subscription you gave to Wanta the person named on the front of this cald will expire shortly. If you want to renew! Renew? return with your remittance. The recipient will be grateful. and so will we! STREET THE STREET STREE To: THA TRUITTSBLING ROAD FAIRMOUNT CITY, PA 14224

S.10.3.c.

Note\* this examples above are provided by the Pennsylvania Game Commission as PAGC still runs all of the print material pieces.

d. Gift promotion package

Kalkomey has not been required to submit such campaigns, though our design and marketing department are equipped to help NGPC on such campaigns.

Gift acknowledgement card or other form a donor can use to announce gift to recipients.



POWERTY, VARIA CAME INSPECTOR OF EACH AND ACTION OF EAGUREMENT AND ATTORNEY MANAGEMENT, BATTORNEY AND ACTION AT J see clear News Science Store of twesting for may.

We hope you enjoy your down Mean. The perfect git for every outdoor enthusiast. Every month you's find the latest and best in:

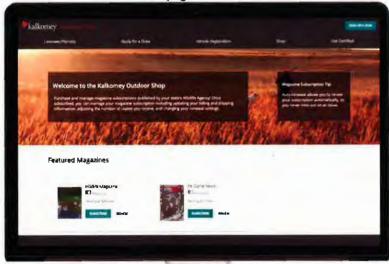
Hunting PGC News & Research Guns & Shooting Archery & Bowhunting Nature Study Wildlife Art Conservation and, effects.

S.10.3.e.

Note\* this example is provided by the Pennsylvania Game Commission as PAGC still runs all of the print material pieces.

Bidder should include one unique sample or screen shots of the user interface for:

a. Customer online storefront/main web page



S.10.4.a



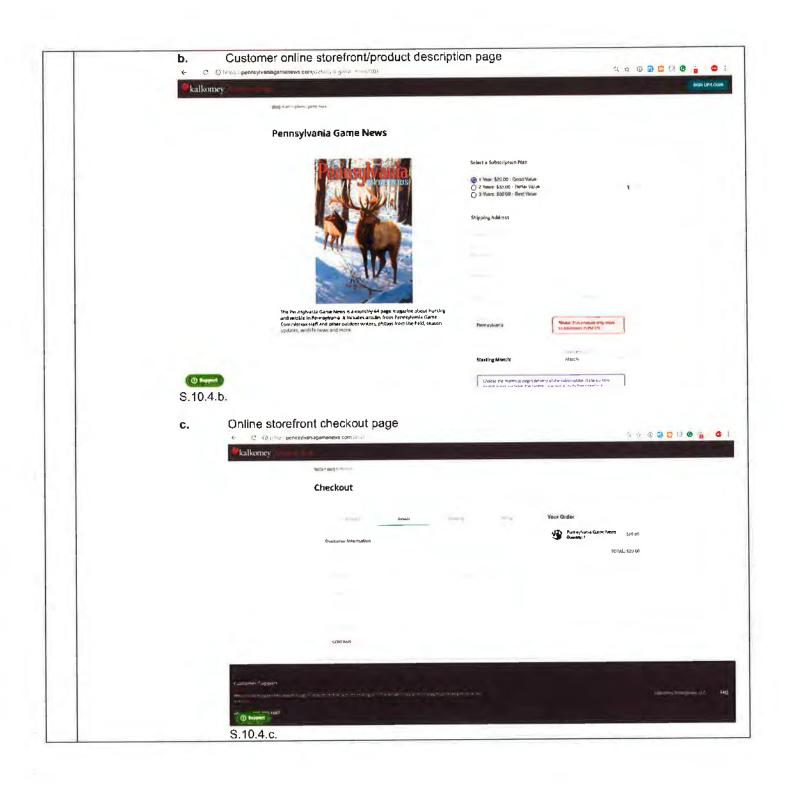
Featured Magazines



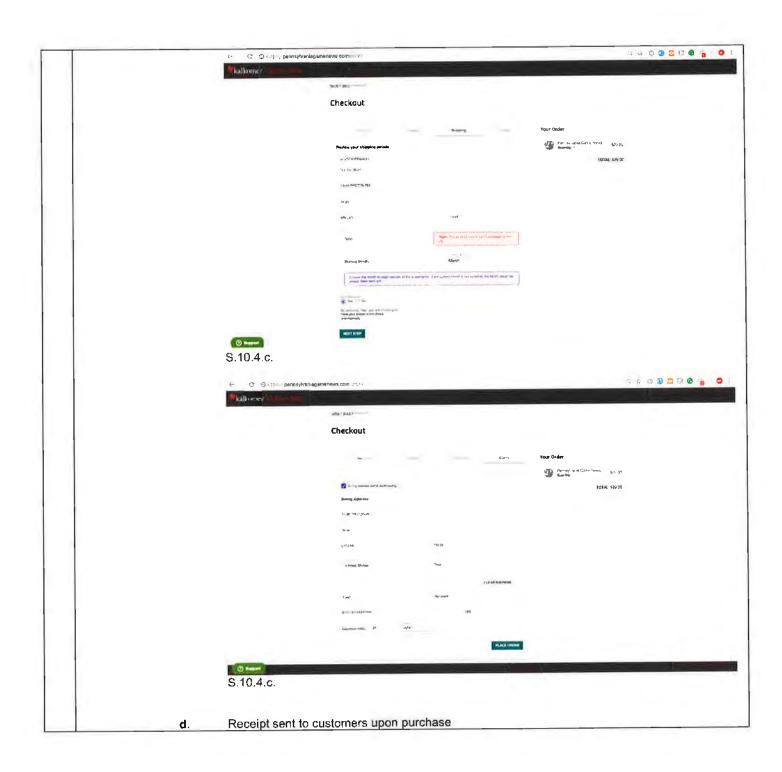


S.10.4.a.











# Receipt for Sale #6237259 Billed to: Zachary Lambert Ships to: John Doe 2300 MARSH LN CARROLLTON, TX 75006 Paying with: Visa ending in 9434 Quantity Subscription # Total Item Pennsylvania Game News (12 months) 1 10LAZA237500 \$20.00 Sub-total \$20.00 Taxes \$0.00 Surcharges \$0.00 Shipping \$0.00 Total \$20.00 S.10.4.d An online product order confirmation for administrative users e. ubscriptions > Subscription #10SMBR311666 Magazine Subscription #10SMBR311666 Explrem on: 01/31/2019 1234 Nebraska St Somewhere, NE 12345 402-867-5309 Product Pennsylvania Game News 123456789 Renew Subscription 12 months Payment History Reference Number. 2a6712rt3 936b 4b6l-95d4 169se32au17e \$20.00 01/25/2018 9 20 am Web User S.10.4.e. Master subscriber list management interface for administrative users





5. Bidder should include a sample of each of the following reports:

a. Daily Cash Report



S.10.5.a.

b. Daily Order Report By Source

Using the screenshot above, sources can be added and filtered in the report engine. Notice the order "sales channel" currently says storefront. This data point can be expanded to include many options, such as storefront, phone, vendor, office, and more.

c. Sales Tax Collected by Locale Report

Kalkomey does not have a sample of this report as we would build it for Nebraska upon successful award of the contract.



# VI - A.2. Corporate Overview

# A.2.a. - Bidder Identification and Information

Kalkomey Enterprises, LLC is headquartered at 14086 Proton Rd, Dallas, Texas 75244. Kalkomey was first organized in 1995, then existing as Boat Ed. Later, Kalkomey incorporated and became Kalkomey Enterprises, Inc. In December of 2015, Kalkomey Enterprises, Inc., became Kalkomey Enterprises, LLC.

#### A.2.b. - Financial Statements

Founded in 1995, Kalkomey Enterprises specializes as a software services provider that partners with state fish and wildlife agencies to deliver a variety of products and services. Kalkomey holds contracts in all 50 states (partnering with 210 state government agencies), ranging from hunting and boating education student manuals, to online courses, to event registration software, to database management, to full-blown ecommerce solutions such as Kalkomey's Subscription Manager and licensing transaction systems. Kalkomey current operates in the state of Nebraska as well by providing the following:

- Boater education classroom materials
- Boater education online course
- Hunter education classroom materials
- Hunter education online course
- Bowhunter education classroom materials
- Bowhunter education online course
- Event Management and instructor hour reporting software

Kalkomey employs over 70 professionals, including developers, designers, editors, writers, User-Experience professionals, cyber security specialists, customer service representatives and more. We truly believe that our staff is what makes our company.

Kalkomey has successfully operated since 1995. The company has been profitable since its inception and continues to post strong operating profits.

In December 2015, Kalkomey was acquired by Inverness Graham (IG), a private investment company in Newtown Square, Pennsylvania, with an unrivaled recorded of improving and growing the companies in their ownership portfolio. IG has brought extensive resources (both professional and financial) to help Kalkomey invest in the future and broaden its already impressive product offering. IG is affiliated with the Graham Group, a multi-billion-dollar investment group with a 50-year operating record in York, Pennsylvania.

Since the acquisition, Kalkomey has continued to post significant operating profits and generate positive cash flows. These funds are being used to expand our product offering, enhance our customer service and improve our operations.

As of December 2017, Kalkomey has more than \$2.5 million cash on-hand and we expect that balance to grow throughout 2018.



Kalkomey was audited by the public accounting firm of Whitley Penn, LLP from December 24, 2015 (IG acquisition date) through December 31, 2016. This was the first audit of Kalkomey since its inception. Kalkomey received a clean (unqualified) audit report and no material weaknesses were identified by the auditors.

Kalkomey Enterprises is financially very strong. However, if additional funding is necessary, Kalkomey has a \$3 million line of credit with Twin Brook Capital Partners, which we can use as necessary. Additionally, IG has more than \$200M of available capital to invest in the Kalkomey platform.

IG's address is 3811 West Chester Pike, Building 2, Suite 100, Newtown Square, PA 19073. Corporate: (610) 722-0300 or fax at (610) 251-2880. <a href="https://www.invernessgraham.com">www.invernessgraham.com</a>

# Kalkomey's banking reference is:

Laura Pickens
Assistant Vice President
Relationship Manager
Global Commercial Banking
Bank of America Merrill Lynch
Bank of America, N.A.
TX2-574-05-02
1 Cowboys Way, Suite 500, Frisco, TX 75034
T: 469,294,7149 | F: 800,839,9516 | M: 469,475,7468
laura.pickens@baml.com

# A.2.c. - Change of Ownership

Kalkomey does not anticipate a change of ownership during the twelve (12) months following the proposal due date.

#### A.2.d. - Office Location

Kalkomey is located at 14086 Proton Rd, Dallas, Texas 75244. The primary work related to the contract will take place in the Dallas office. It is possible that portions of the work related to customer support and certain design components will take place in Kalkomey's Canada office, which is located in Ottawa, Canada.

#### A.2.e. - Relationship with the State

Kalkomey has contracted with the Nebraska Game and Parks Commission over the previous 3 years, and is currently under contract with the Commission on various projects. Kalkomey's agreement, Nebraska Hunter Education Materials and Services Provider Agreement, includes Kalkomey's hunter and bowhunter education printed materials, Kalkomey's online hunter and bowhunter education courses, and Kalkomey's online Event Manager software solution. Together, all of these products and services work together as a consistent suite of products/services to help the Game and Parks Commission better manage their hunter and bowhunter education programs. Jeff Rawlinson serves as the main point of contact for this contract.



# A.2.f. - Bidder's Employee Relations to State

Kalkomey declares that no such relationship exists, or has existed.

# A.2.g. - Contract Performance

Kalkomey declares that it has not had a contract terminated for default during the past ten (10) years. For reasons other than default, Kalkomey has lost 3 contracts:

In 2017, the Tennesse Wildlife Resources Agency decided not to renew Kalkomey's Event Manager solution. The reason stated was not due to dissatisfaction with the system, but rather an agency-imposed requirement to build a system internally utilizing agency staff.

In 2016, the New Hampshire Department of Fish and Game opted to not renew Kalkomey's Event Manager system. The main reason for this move was to bring that functionality under the licensing division.

In 2015, the Missouri Department of Conservation opted to not renew Kalkomey's Event Manager system. The main reason for this move was to consolidate platforms under MO's new licensing platform.

# A.2.h. - Summary of Bidder's Corporate Experience

Kalkomey Enterprises LLC has had the great pleasure of working with 210 State Government agencies during it's 23 years in business. Currently, Kalkomey operates in all 50 states, including Nebraska (currently under contract with the Nebraska Game and Parks Commission). Kalkomey has significant experience in delivering solutions to State Fish & Wildlife Agencies. Kalkomey's expertise ranges from the creation and fulfillment of student education manuals, to the development and maintenance of online education courses, to building and maintaining software platforms such as Event Manager, Subscription Manager, and Certification Manager, as well as full-blown licensing transaction systems (Kalkomey's AMS Licensing Solution).

Kalkomey has provided 3 references below for NGPC's consideration.

Reference #1: Nebraska Game and Parks Commission – Hunter Education Materials and Services

- Time Period: February 2016 Current
- Scheduled and actual implementation dates:
  - Implementation

Planned: 3/2/16Actual: 3/2/16

- Contractor Responsibilities:
  - The Nebraska Game and Parks Commission contracted Kalkomey Enterprises to provide a suite of solutions to help run Nebraska's hunter and bowhunter education programs. Kalkomey developed a student



manual that is used to teach all of Nebraska's in-person hunter education students. Kalkomey also built Event Manager for Nebraska, which is used to schedule, manage, and report all of Nebraska's hunter, bowhunter, and outreach-oriented classes across the state. Kalkomey is also responsible for building, maintaining, and supporting Nebraska's online hunter/bowhunter course. The course is built to teach Nebraska-specific information and features IHEA-approved content.

Customer Contact: Jeff Rawlinson (jeff.rawlinson@nebraska.gov & 4020471-6133) or Heather Weihe (heather.weihe@nebraska.gov & 402-471-6141)

Kalkomey is the primary contractor for this contract.

Reference #2: Pennsylvania Game Commission - Subscription Management Software

Time Period: March, 2016 – Current

Scheduled and actual completion dates

Development and testing phase:

Planned: March, 2016 – Dec. 2016

Actual: March, 2016 – Dec. 2016

o Pilot Phase:

Planned: Jan – March, 2017Actual: Jan – March, 2017

Official Launch:

Planned: April 1, 2017Actual: April 1, 2017

Contractor responsibilities:

 The Pennsylvania Game Commission contracted Kalkomey Enterprises to build a complete self-service web platform, named the Outdoor Shop, which currently facilitates the sale of Pennsylvania's Game News Magazine and is capable of selling other Pennsylvania merchandise. Kalkomey's Outdoor Shop allows Pennsylvania customers to buy, gift, or renew subscriptions to the Game News magazine all on their own, online, from the comfort of their own home, without ever having to contact the Pennsylvania Game Commission. This was a mutually beneficial endeavor for the customers and the commission because the customers could now do business with the agency 24/7/365, and the agency was able to significantly reduce the overhead associated with running the product line. The implementation was a significant overhaul for the state of Pennsylvania and included the data integration of Pennsylvania's entire historical database into Kalkomey's hosted system. Furthermore, in the process Kalkomey was able to clean up duplicate records and discard old, outdated data that resulted in product waste, therefore cutting into Pennsylvania's ROI. The new platform gives the end customer the tools they need to keep their information updated, thus making it easier to do business with the state. The system features a complete customer service portal that allows both Kalkomey and PA staff alike to help customers with any and all customer support inquiries. The system facilitates auto-renew purchases to help drive sales, and is also integrated with Kalkomey's online hunter education course, which serves as a vital channel for sales optimization and



revenue generation. Lastly, from an R3 perspective, Kalkomey's platform has enabled Pennsylvania's I&E division to contribute to the ongoing support and overall retention of customers, thus contributing to residual license sales from a large number of Pennsylvania hunters.

- Customer Contact:
  - Stephen Smith (Director, Bureau of Information and Education).
  - stephensmi@pa.gov & 717-787-4250 ext. 3300.
- Kalkomey is the primary contractor for this contract.

Reference #3: Nevada Department of Wildlife – Electronic Licensing Solution

- Time Period: Aug. 7, 2017 current
- Scheduled and actual implementation dates
  - Development phase:
    - Planned: Aug. 7, 2017 Dec. 31, 2017
    - Actual: Aug. 7, 2017 Dec. 31, 2017
  - Implementation/Go-Live
    - Planned: Jan. 1, 2018
    - Actual: Jan. 1, 2018
- Contractor Responsibilities
  - https://nevada.licensing.kalkomey.com/. The Nevada Department of Wildlife selected Kalkomey via a competitive RFP bid process to implement Nevada's new licensing platform. The primary reason that Kalkomey was selected as the solution provider was in large part due to Kalkomey's leadership in the market. Additionally, Nevada saw the benefit of Kalkomey's:
    - Quick and agile delivery strategy
    - Flexibility for ongoing product investments and enhancements
    - AMS offering and future roadmap
    - Pricing strategy
  - As part of the implementation, Kalkomey built and deployed Nevada's new AMS licensing solution in record setting speed of under 6 months, including both web and vendor POS solutions. Nevada's AMS solution included the following functionality:
    - Online Sales
      - Hunting licenses, applications, and permits
      - · Fishing licenses and permits
      - Boat registrations and renewals
      - AIS sticker fulfillment
      - Optional print at home or regular postage fulfilment
      - Auto-renew functionality
      - Donation capabilities
      - Merchandise
    - Point of Sale
      - Hardware distribution and installation
      - On-site training at all locations
      - Sales workflow and reporting flow



- Licenses and permits
- Vehicle registration and AIS stickers
- Admin Functionality
  - Product catalogue management
  - Real time reporting mechanism
  - Marketing and outreach dataflow
  - User account permissions setting
- Educational and R3 Programs
  - Printed hunter and boater education manuals
  - Online hunter education course
  - Online boater education course
  - Online Event Registration module (<a href="http://www.register-ed.com/">http://www.register-ed.com/</a>)
  - Certification card fulfillment
- Marketing and Customer Support
- Customer Contact:
  - Jack Robb (Deputy Director)
  - jrobb@ndow.org & 775-688-1591
- Kalkomey is the primary contractor for this contract.

# A.2.i. - Summary of Bidder's Proposed Personnel/Management Approach

Kalkomey has adopted an Agile development and project management approach. We believe that our approach provides better results in a shorter timeframe than traditional or pseudo-agile approaches. Many companies now claim to follow an Agile methodology. A quick look at a project plan provided by these companies will allow you to determine if the organization has truly adopted Agile or if they are simply using jargon to suggest that they are familiar with the latest and best project management methodologies. A project plan that spends the first half of a solution implementation calendar with requirements analysis and planning is a traditional waterfall project plan and cannot be called Agile; Kalkomey is truly an Agile company.

One benefit of Agile methodology is avoidance of interdependent tasks, which can create cascading problems in a project. If a task must not start until another task has completed, a project can stall. As discussed with Kalkomey's Agile Approach, Kalkomey strives to write user stories that follow the INVEST pneumonic, which requires that tasks are independent of one another, allowing project teams flexibility in delivering required business value.

A simplified example of a classic interdependent task is where an API call must be consumed and the result stored and displayed within the application. A traditional approach would be to create three dependent tasks: 1) Build storage for API call result; 2) Make API call and store result; 3) Display result on form. Kalkomey may tackle these three steps in a single user story with appropriate acceptance criteria (not shown in this example):

As an enforcement officer, I want to query the Family Services endpoint before a customer adds a



permit to their shopping cart so that customers with suspensions are not able to make a permit purchase.

#### KALKOMEY'S AGILE METHODOLOGY

At a high level, Kalkomey breaks large projects down into a series of very small projects. Each project has a limited scope and very well-defined requirements and acceptance criteria.

Stakeholders are in constant collaboration with team members. All of this is designed to greatly improve communication and ensure that time is spent on high-value priorities.

First, Kalkomey project managers convert business requirements into "user stories." User stories are written from the perspective of a feature user and include what the user wants to accomplish as well as the business value provided. Stories follow the form, "As a [user description], I want to [perform some task/accomplish some goal] so that [some business value that is recognized]." This format allows the team to focus on the "what is desired" part of a requirement and not the "how something is to be accomplished."

User stories are meant to be written following the INVEST pneumonic, which stands for Independent, Negotiable, Valuable, Estimatable, Small, Testable. INVEST stories are:

- Independent tasks may be reprioritized easily, allowing teams to be adaptive to agency needs.
- Negotiable a task focuses on the business process and value and not how an
  interaction is performed. Focus on this characteristic helps to ensure that the project
  includes all the work required and only the work required to complete the project
  successfully.
- Valuable stories each have some business value associated with them. If the value
  of a requirement cannot be determined, it's possible that this requirement is invalid.
- Estimatable stories should be able to be completed within a sprint timebox. If the
  relative effort of a story can't be determined, it should be broken down into smaller
  stories
- Small the work should be small in scope, greatly improving communication. By breaking complex tasks into bite-sized projects and checking at every completion, we are able to ensure quality at every phase.
- Testable the end results of a task should be able to be demonstrated and tested. This allows subject matter experts and stakeholders to see the product of a sprint. The very small projects referenced above are called "sprints." Each sprint may be one to three weeks in duration. Each sprint starts with a meeting between all implementation team members and agency stakeholders called "story grooming." The goal of the meeting is to refine the top priority user stories and build understanding of selected business requirements and the criteria by which the requirements will be considered achieved. This process encourages out-of-the-box thinking, discussion of alternatives to the implementation of a requirement, and negotiation about the value to be delivered by a set of requirements. In the end, this collaborative process around a very limited scope of work creates a deep understanding of business needs and ensures that all NGPC requirements will be met throughout the contract.

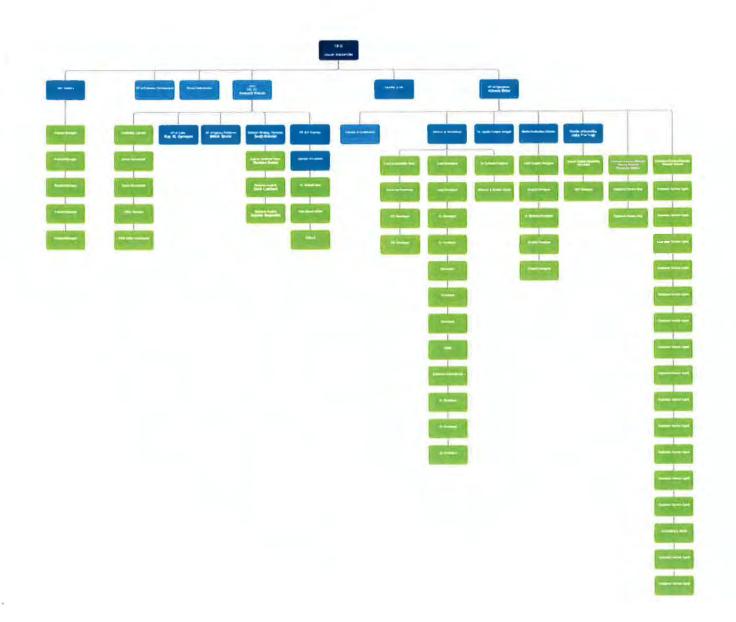


Team members commit to accomplishing a certain set of stories by the end of the sprint duration. Project managers assist teams by making sure they don't encounter any roadblocks in delivering on the selected stories. At the end of the sprint, a demo meeting is hosted in which the implementation team shows the work that was accomplished. NGPC stakeholders confirm that the teams completed all acceptance criteria and sign off on each piece of delivered functionality. If something is found to be unacceptable, it is automatically included in the next sprint. Immediately following the sprint, a new story-grooming meeting is held and a new sprint is kicked off. This process continues until all business requirements are met.

# Key Personnel:

The key implementation team includes Adonis Bitar, Scott Bonner, and Zack Lambert. The implementation will be overseen by Kalkomey's executive sponsor for the project, Jason Alexander (CEO). The post-implementation strategy will be managed primarily by Zack Lambert, Mitch Strobl, and Kalkomey's Customer Support team. In short, the project will have C-level oversight, but will be directly managed by Kalkomey's VP of Operations (Adonis Bitar). An organization chart is included below.







NAME	ROLE	YEARS OF EXPERIENCE
Zack Lambert	Project Manager	5

#### BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

As Kalkomey's Business Analyst, Zack leads the development of new products, including licensing management and subscription management. While serving as the Project Manager, he prioritizes new features and documents complex business requirements. Zack also serves Kalkomey's in-house expert on licensing and registration development, and addresses agency customer questions as they arise. He previously worked for Active Network in a consulting role for the implementation of agency systems.

#### RELEVANT EXPERIENCE

# Kalkomey Enterprises, LLC

May 2016 -

Present

Dallas, TX

Business Analyst

- Serves as liaison between Product Owner and Agile Implementation Team to coordinate product development efforts
- Subject matter expert on development of licensing and registration system
- Configure and implement enterprise SaaS products during customer onboarding
- Provide support for agency administrators using Kalkomey Products

Active Network

**July 2013 – May** 

2016

Nashville, TN

Professional Services Consultant

- Primary consulting role for the implementation of government agency systems, including data migration, product development, training, and system configuration
- Ensured that system requirements were implemented and validated in accordance with a Requirements Traceability Matrix
- Tracked requirements development with project management to ensure deliverables and high-priority requirements were addressed and released in a timely manner
- Authored Operational Support Documents to provide guidance to Account Management, Training, and Service Resolution teams to successfully manage and execute critical operational processes.
- Lead implementation consultant for migration of MDWFP big game drawing system from a state government-hosted system into the ActiveWorks Outdoors Platform.

#### **EDUCATION & CERTIFICATIONS**

- Bachelor of Science in Business Administration, Birmingham Southern College, Birmingham, AL, 2013
- Certified Scrum Master, June 2016 June 2018, License # 00534631

#### **TECHNICAL EXPERIENCE**

- Hardware/Software tools: Microsoft Project, JIRA, SalesForce, TargetProcess, Microsoft Report Building, Microsoft SQL Server, MySQL
- Environments: Quality Assurance, User Acceptance Testing, Staging, Production in multiple systems



NAME	ROLE	YEARS OF EXPERIENCE
Mitch Strobl	Account Manager	6

#### **BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

Mitch Strobl is Kalkomey's VP of Agency Relations. Mitch brings a wealth of outdoor recreational experience to the Kalkomey team; as a competitive archer and shotgun shooter, avid fisherman, and hunter, Mitch lives and breathes the outdoor lifestyle and is Kalkomey's in-house subject matter expert on all related topics. Mitch holds a degree in biology from DePauw University, which he has extensively used as a hunter. At Kalkomey, he works closely with our agency customers, ensuring Kalkomey remains the most innovative outdoor education company.

#### RELEVANT EXPERIENCE

# Kalkomey Enterprises, LLC

July 2012 - Present

Dallas, TX

VP of Agency Relations (July 2015 - Present)

- Oversee strategic planning, marketing, sales, and agency/government relations and contracts; cultivate business opportunities
- Government contracting & business development, sales strategy, marketing, e-learning, SaaS platforms, video production

Director of Customer Relations (May 2014 - July 2015)

 Fostered state agency relations and agency initiatives; acted as customer advocate during product development

Business Development/Communications Specialist (July 2012 - May 2014)

- Worked with business development team to grow agency relations
- · Developed content for social media and marketing

**GE** Aviation

May 2011 – May 2012

Cincinnati, OH
HealthAhead Co-Op

Professional Outdoor Media Association

Oct. 2010 - May 2012

Independent Contractor

 Wrote website content, created streaming video, developed webinars, operated social media and organized the organization's annual business conference.

#### **EDUCATION & CERTIFICATIONS**

DePauw University, Greencastle, IN. Bachelor of Science in Biological and Environmental Sciences (May 2012)

NAME	ROLE	YEARS OF EXPERIENCE
Scott Bonner	Technical Lead	5



As Kalkomey's Director of Strategy, Scott brings 18 years of hunt and fish license automation experience to building the latest and greatest technology offering in the outdoor recreation industry. Scott has designed and implemented 30 unique hunt and fish license sales solutions for 23 distinct customers in the outdoor license automation industry. As the former Design Manager for Automated License Systems and Technical Lead for Active Network, Scott brings an indepth understanding of the unique business requirements for outdoor recreation, along with the complexity of rules and regulations that come along with them.

#### RELEVANT EXPERIENCE

# Kalkomey Enterprisès, LLC, Dallas, TX

2016

#### - Present

Director of Strategy

# Active Network, Nashville, TN 2016

2009 -

Director, Technical Account Management

- Managed the Technical Account Management team
- Responsible for the day to day management of client relationships.
- · Daily and weekly scheduled calls
- Troubleshooting active issues

Senior Client Technical Manager

- Responsible for explaining complex technical issues and solutions to the business and client teams.
- Configuration and presentation of sales demonstrations
- Post sales onboarding support

Director of ORMS H&F Integration

• Responsible for taking the business requirements from all 26 H&F Active contracts and combine them into a single configurable application.

# Automated License Systems 2009

1999 –

Director, Customer Product Relations

- o Other roles with Automated License Systems
  - Help Desk Support
  - Internet Page Designer
  - o Point of Sale Designer
  - Director of Product Design

#### TECHNICAL EXPERIENCE

- Point of Sale Solutions (Including VeriFone, HP, Elo, Datamax, Zebra, Citizen, and other ancillary support equipment, like mag strip readers, bar code scanners, receipt printers, external keyboards, and pinpads)
- Paper Solutions (Including Valeron (both Direct Thermal and Thermal Transfer) and Tyvek.
- SQL Server, Oracle, PHP, Java, HTML



NAME	ROLE	YEARS OF EXPERIENCE
Adonis Bitar	Implementation Lead	kalkomey"

#### **BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE**

Adonis brings more than 15 years of experience building and leading software development teams at various companies, including Perot Systems, Software Spectrum, and Telligent. He excels at leading business process design, performing issue resolution and identifying alternative solutions to help resolve roadblocks. These skills have been refined through formal education as well as a broad base of experience as a software developer, business analyst, presales technician, project manager, product owner, and ScrumMaster.

#### RELEVANT EXPERIENCE

# Kalkomey Enterprises, LLC

Present

Dallas, TX

VP of Professional Services

- Responsible for all customer support and the implementation of support services for all products
  - Acting as project manager, business analyst, product innovator, customer advocate, trainer, and mentor

Director of Development & Technical Support

- Oversaw development of new data management solutions
- Reduced system complexity by deprecating and consolidating applications and executing against technology roadmap

# Telligent Systems, Inc.

2005 - 2012

2012 -

Dallas, TX

Product Manager

- Identified and engaged with technology and application partners to provide support and help win business. Provided partners with insight into Telligent's product roadmaps and gathered feedback to drive product requirements that enabled partners to deliver "value-adds" on Telligent platform
- Worked to complete and maintain a gap/whitespace analysis based on core use cases and made buy/build/partner recommendations on how to fill gaps
- Hosted regular partner briefings and managed integration projects with strategic partners
- Directly supported product sales through product demonstrations, presentation of integration capabilities, product roadmap and implementation case studies and success stories

Practice Director, Professional Services

- Responsible for the success of implementations for key clients, including Microsoft, Dell, Citibank, Intel, General Mills and many more
- Performed account and implementation management from finding opportunities and selling services projects to gathering requirements, planning implementations, leading solution design and managing development
- Leveraged in-depth knowledge of Telligent products to improve project management role by converting team from requirements-focused project planning to focus on solutions and engagement
- Built process for and led estimation efforts for a significant number of Telligent Professional Services projects.
   Produced a high degree of confidence in Services estimates

 Participated in annual technical team hackathon, a 24-hour software development competition for product team developers. Adonis placed 4<sup>th</sup> in the competition 4 straight years while competing against a dozen or more seasoned full-time product team and professional services developers

#### Director of Sales Engineering

- Built Telligent's first Technical Presales Team
- Demonstrated strong presentation and communication skills through speaking engagements at conferences and product demonstrations for current and prospective Telligent Clients. Played a significant role in wins of Dell, TI, Mary Kay, Game Informer, P&G and more
- Created a weekly video series called Tellicast for company and product evangelism. Produced 30+ videos with announcements, employee interviews, product releases, and company events

# Software Spectrum

1999 -

#### 2005

#### Dallas, TX

Platform Development Manager

- Recognized key leader and top performer through numerous accolades including Newcomer of the Year,
   North American Employee of the Month and IT Employee of the Month
- Lead important and transformative projects including Web eCommerce redesign and iCARE (inside sales order entry and sales reporting system)
- Advanced to iCARE product owner; worked with business to identify, prioritize and scope enhancements for improvements in product efficiency, cost savings and greater visibility into progress toward corporate sales goals

# Perot Systems

1997 -

#### 1999

#### Dallas, TX

Developer, Analyst, Application Manager

 Owned and lead innovations to operations management application in datacenter supporting claims reporting for a major health care client

#### **EDUCATION & CERTIFICATIONS**

- Master of Science, Software Engineering, University of Texas Dallas, 2001
- Bachelor of Science, Business Administration, Texas A&M Commerce, 1997
- Certified ScrumMaster, 2013 2015

#### **TECHNICAL EXPERIENCE**

Software: Microsoft Windows, MacOS, Unix, Microsoft Visual Studio, C#, ASP.NET, Ruby on Rails, PHP,
 Javascript, Microsoft SQL Server, MySQL, Microsoft Office Suite, Microsoft Project

#### BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Jason has nearly 20 years of experience as an expert in the software development industry, beginning his career with Broadcast.com, under Mark Cuban's leadership. Before building his own company, Telligent, Jason enjoyed a long-term career with leading companies, such as BlueCross BlueShield, JPMorgan Chase Bank, Match.com. With this experience, he was able to build Telligent into a world-class company with more than 150 employees and over \$17M in revenue, where he also raised more than \$20M in venture capital. While holding numerous certifications and honors throughout the industry, Jason has also been named as a co-inventor on three software patents.

# RELEVANT EXPERIENCE

# Kalkomey Enterprises, LLC

2012 -

#### Present

# Dallas, TX

Chief Executive Officer (Jan. 2016 – Present)

- Oversees all aspects of the company for both short- and long-term vision
- Creates and executes an overall business strategy to push the company toward more aggressive growth & strategic partnership with customers
- Continues to drive revenue and run the company with our new ownership/partners: Inverness Graham
- Established formal internal guidelines and execution towards monthly financial reporting, month-end close, and high-level Accounting needs (in the absence of a formal CFO)
- Worked with KPMG engagement teams to execute on initial audits, and tax studies
- Worked with Inverness Graham to evaluate the market for possible acquisitions, collaborating with owners/founders to assess and understand concerns, as well as finalize acquisitions with industry competitors and near-in partners to help strengthen the company's position.
- Maintains our service-first focus to being GREAT partners to our customers and students

# Chief Operations Officer / Chief Technology Officer (Dec. 2013 – Jan. 2016)

- Execution of short- and long-term Operations plans; oversaw day-to-day operations, including YOY 15%+ growth in revenue and margins
- Rebuilt and re-tooled the Implementation Team and overall Product Development process
- Executed on all previously set goals, developed new technical roadmap and direction, and review every aspect of the business to understand challenges and areas for improvement
- Lead go-to-market process, including:
  - Evaluating investment banks that aligned well with our vision, mission, and personalities;
  - Creating, collecting, organizing, and presenting on all due diligence data and materials throughout the process
  - Evaluating the list of prospective buyers, interviewing (and being interviewed by) to ensure the perfect fit for the company, the existing employees, and the long-term goals previously envisioned for the company
  - Pushing and finalizing the deal, helping to finalize and close the transaction

#### VP of Operations (Aug. 2012 – Dec. 2013)

- · Evaluated business operations; identified efficiency gains
- Established the technical direction and strategy, and realigned the company on an overall roadmap and direction

2011 -

# VP of Engineering, ShopSavvy Inc. 2012

# Dallas, TX

- Responsible for hiring, building and maintaining the corporate culture not only in the original Dallas office, but also for a newly opening San Francisco office
  - Grew the team from 3 engineers to 12 engineers and 2 designers
- Introduced and implemented a Scrum Agile development process, pushing the team into 2--week sprints for all (iPhone, Android, Windows Phone 7, iPad and web) products
- Hired and built an offshore QA team in India, including setting the base test suites for the team to build from
- Managed and oversaw the prioritization of the product roadmap based on the direction of the main business stakeholders, including iPhone, Android, Windows Phone 7, iPad and our Web product
- Ported the existing ad delivery system from Ruby on Rails to .NET after we had scaling issues with traffic. After the port, the system was handling 150+ requests/second without any problems
- Set the direction for the architecture and technical standards for the company, going forward; maintaining a sound, consistent direction for an otherwise chaotic technology stack
- Created a formal reporting warehouse using Cassandra and Hadoop, building our regular reporting infrastructure and ETL jobs.
- Built a suite of web--based reports built in ASP.NET MVC and jQuery, hitting against Hive

# Director of Development, Fraud Prevention, Match.com Dallas-Fort Worth, TX

Feb. 2010 - July 2011

- Led newly-formed department that was created through the consolidation of fraud controls from various departments throughout the company
- Managed a team of 20-person team of developers, fraud analysts, and fraud inspectors
- Managed the fraud inspection team to try to have 24-hour coverage for fraud review and action, so as not to leave gaps for would-be fraudsters to know when we were, and weren't, at work
- Executed a roadmap that created a large set of various fraud tools and strategies to allow the creation of queues of Match.com users to be reviewed for fraud by our inspectors
- Worked with analysts to understand and capture the various techniques employed to find fraud, driving those techniques into software-based solutions to better automate and scale company processes
- Developed two patents to add to the company's IP portfolio, regarding fraud prevention techniques

#### **EDUCATION & CERTIFICATIONS**

- Computer Science, University of North Texas, 1994-1998
- Certified Scrum Master, Certified Sitecore Developer, Microsoft Certified Application Developer

#### **TECHNICAL EXPERIENCE**

- Technology patents:
  - System, Method, and Computer-Readable Storage Medium For Identifying A Product
  - Fraud Detection Using Image Analysis
  - Fraud Detection Using Text Analysis
- Microsoft MVP (ASP.NET)

Microsoft SQL, jQuery, Ruby on Rails, cloud computing, ASP.NET MVC, Javascript, IIS, enterprise software,
 .NET, Perl, ASP.NET, Hadoop

# A.2.j. - Subcontractors

Kalkomey intends to subcontract QuadGraphics (Dallas, TX) for the printing and fulfillment of renewal postcards and other direct-mail promotional campaigns.

Quad/Graphics creates value for its clients by helping them perform better in today's rapidly changing world through innovative solutions that improve efficiencies, reduce costs, lift response and increase revenue.

QuadGraphics believe's that doing things differently – and better – enhances results and that constant innovation provides our clients with more agility and faster speed to market while also creating powerful client experiences that drive improved performance. With consultative ideas, worldwide capabilities, leading-edge technology and single-source simplicity, we have the resources and knowledge to help a wide variety of clients across many vertical industries. QuadGraphics has over 60 facilities across 7 countries in North America, Latin America and Europe.

- i.) QuadGraphics (Randy Hewitt)
- ii.) 214.904.2188
- iii.) It is intended that QuadGraphics will be responsible for 80% of the effort and time required to fulfill the post card mailings and other direct mail campaigns.
- iv.) Kalkomey predicts this to amount to a total of 5% of the overall effort and time dedicated to the project. Kalkomey intends to work hand in hand with NGPC to create the mail pieces, and will send the design file and recipient file to QuadPrint for mailmerge (automated process) and ultimate fulfilment.

# VI - A.3. Technical Approach

Kalkomey's subscription manager is an off-the-shelf software solution built specifically to help state fish and wildlife agencies manage their publication subscription customers. While this is an off-the-shelf solution, Kalkomey has worked with over 200 state government agencies, so we know that there's no single glove that will fit all hands. That said, Kalkomey's system is highly configurable in order to accommodate each state's needs. In the event that Kalkomey's system isn't able to accommodate a specific need, Kalkomey's Agile development process, paired with thte shared economy business model, allows Kalkomey to make system updates and functionality requests without charging hourly development fees. In short, if Kalkomey's system cannot do something that

Nebraska needs, Kalkomey will take that feature request, prioritize it and turn it into a story for our development team to handle. Upon completion and incorporation, the updates can then be shared to all subscribers as well. This is also true in the sense that Nebraska would have access to any functionality builds that Kalkomey completes for other subscribers as well.

# A.3.a. – Understanding of the Project Requirements

Kalkomey understands that Nebraska's goal is to better streamline the subscription sales and management process. Nebraska wants to empower their customers to easily and seamlessly manage their subscriptions and products, whether that's online, via mail-in application, over the phone, inperson, etc. The project requires that all customer data is consolidated into one, modern and accessible database for Nebraska to use moving forward. Additionally, Kalkomey realizes the importance of streamlining the data capture process and has built processes to consolidate such processes, making it much easier for the data funnels to lead to a single repository for customer management. Regardless of sales channel, the customer data will end up in the Subscription Management database, giving Nebraska a true single repository for NEBRASKAland data. Kalkomey also understands the significance of customer support. Kalkomey's customer support team includes the project implementation team and account manager for direct support of the Nebraska leadership team. Further, Kalkomey's agency relations team is available 7 days a week to all of NGPC's staff. Lastly, in regards to customer support, Kalkomey's customer support team is available to all of Nebraska's customers via phone, chat, email, and social media. We're available when customers need help, and we're ready and happy to help the customers on Nebraska's behalf. Aside from customer support, we also recognize the importance of reporting components listed in this RFP. Whether for documentation purposes, or to aid in marketing efforts, having dependable reporting mechanisms is important. Kalkomey has spent ample time building out various reports that NGPC will need to constantly measure the fine details of NEBRASKAland and other product sales. Kalkomey's staff is also capable of creating new reports to help NGPC look at their data in new ways. Especially when it comes to marketing, Kalkomey's built-in analytics will help Nebraska better understand their customer base. What kind of devices are customers using? How long do they stay on our sites? When do they bounce? Why do they bounce? So on, so forth. Kalkomey's expertise is also in creating websites that rank well in the google search algorithms. This is part of our in-house expertise. We manage this so you don't have to! This ensures that customers will always be able to find your products. All in all, we know what Nebraska desires out of this system. We've implemented identical systems elsewhere. Plus, if there's something that Nebraska needs that we don't have to date, we have the proven history of innovating and continuing to build our systems to exceed our customer expectations. NGPC will not go wrong by going with Kalkomey.

## A.3.b. - Proposed development magazine sales and marketing approach

Kalkomey believes that it holds many differentiators when it comes to helping sell and market the NEBRASKAland magazine. Since Kalkomey is also an education provider in Nebraska, that opens new marketing channels that aren't currently being utilized. With permission from NGPC, Kalkomey can promote the sale of NEBRASKAland magazine at the end of the online education course. Taking advantage of the timing is key with this approach. Hunter education students are hungry for "what's next" information, and the NEBRASKAland magazine can fill that role. Kalkomey will work with NGPC to advertise the magazine at the end of the course. This could include a simple clickable advertisement, or an automatic redirect to the product landing page after the course, or even the automatic creation of a customer account utilizing the information captured via the online course. The online course also presents a unique opportunity to use a free (x) month subscription as a loss-leader for students as a perk of taking the online course. In addition, with NGPC's approval, Kalkomey can then initiate a drip-email campaign which is geared towards selling NEBRASKAland. Outside of the online course and register-ed.com approach, Kalkomey's full staff of marketing professionals will work hand-in-hand with NGPC staff to help market and sell the desired products. Kalkomey's expertise includes (but not limited to): PPC campaigns, social media advertising (organic and paid), influencer marketing, retargeting efforts, push notifications, direct mail initiatives, and more. When it comes to direct mail campaigns, Kalkomey's design resources will be made available to the NGPC. Kalkomey would hope and expect to work hand-in-hand with NGPC on any and all promotional opportunities, in an effort to follow any visual branding guidelines, etc. Once the final file has been designed and signed off on by both parties, Kalkomey will work with the chosen fulfillment partner to affordably distribute all of these campaigns. Ultimately, Kalkomey has proven that the most upside lies in the digital opportunities, and that is where we excel. We're more than happy to partner with NGPC on direct mail opportunities, but the digital promotional opportunities are endless and that is where Kalkomey feels we can truly help turn a positive ROI guick and affordably, while always measuring against a pre-determined cost per acquisition in real-time. Lastly, Kalkomey's website is built to provide realtime analytics related to A/B testing. So, in any given campaign, we will have the analytics to run version tests in order to help us convert the most sales on a per campaign basis.

#### A.3.c. - Technical considerations

Kalkomey's AMS is cutting edge, leveraging technology like Ruby on Rails, MySQL, AWS GovCloud, Angular, Material Design, Saas Hosting, and more.

Kalkomey's team does development in a special environment that is separate from the testing and production systems. Developers do not have access to production data without written consent from the subscriber. Every time a change is made in development, the development team makes a pull request. Once closed, this change is pushed to a QA environment where automated and manual testing is performed against the system. Once QA has approved the changes, the changes are deployed to a dedicated UAT environment where subscribers can have access to review the changes. Once testing has passed, Kalkomey provides a dedicated production environment for AMS where deployments are fully automated and managed by Kalkomey's SaaS operations team. We bring this process up under technical considerations because we want to re-emphasis the process we have in place to ensure accuracy of releases.

We would also like to touch on Quality Assurance again as a technical consideration. The Kalkomey Quality Assurance team runs automated performance testing on a regular basis. The test suite performs calls and transactions throughout different areas of the system and reports the results, including timings, latencies and any potential issues. The SaaS Operations team and QA teams monitor these regularly to ensure we have acceptable response times across our platform. Kalkomey seeks subsecond response times and spends time optimizing any process that takes longer than a second to complete. Additionally, Kalkomey's SaaS operations team monitors production system performance to alert product development to potential performance issues that should be investigated. The hosting solution for AMS has auto-scaling configurations that seek to ramp up server resources (spin up additional web and application servers) if load starts to grow and performance starts to suffer.

Other technical considerations would include responsive web design. In looking at all of Kalkomey's web traffic across the board (education courses, content marketing websites, licensing transaction systems, event registration portals, subscription management websites, and more), on average over 60% of our traffic takes place on some combination of mobile devices. It is absolutely imperative that the end product is built to be responsive, as responsively built websites will adapt to the size of the device screen being used. This is the single best way to provide an optimal user experience, as it requires no downloads of mobile apps or drivers to run the system. They system will work through wifi connectivity or mobile reception.

Kalkomey would like to reiterate our decision to utilize AWS hosting. AWS gives Kalkomey the ability to rest assured that the latest and greatest technologies are being utilized to support our systems. Kalkomey is experienced with seasonal demand and adjust environment capabilities to

meet expected (or unexpected) demand. With AWS GovCloud hosting, Kalkomey can adjust server scal as needed. All components of AMS are implemented with clustered solutions, allowing scaling at ever level of the system so that no component will become a bottleneck to system performance. Kalkomey also offloads data-intensive process to federated read-only databases to ensure reporting processes won't be able to disrupt transactional system performance. Additionally, Kalkomey keeps high-volume periods in mind when designing system interfaces and proposes integration strategies that won't hinder system performance during peak demand periods. Further, he auto-scaling solution used for the hosting infrastructure with detect if a server is throwing errors above designated thresholds and will remove the server from the solution for review. This server can be automatically replaced through the same system.

Kalkomey maintains redundancy in all aspects of our hosted solutions. There are no fewer than three real-time copies of all subscriber data maintained at all times in separate databases. An additional copy of each subscriber's data is created each night through a scheduled process that copies subscriber information from the read-only reporting database to a custom schema that can be used by subscribers for various custom solutions such as reporting or near-live interfaces.

In addition, full backups are taken for every component in every environment daily. Backups are kept for no less than 30 days for production environments. Backups for other environments are kept for no less than 2 days and may be kept for up to 30 days.

To ensure 100% data integrity and uptime, Kalkomey employs a threetier approach to database backups and standbys. The AMS web application cluster accesses a primary database cluster for transactional processing and utilizes a read-only reporting database that is replicated in real-time from the master database. The primary reporting database utilizes log shipping from the master database cluster and is a truly realtime replicated copy of the master database. This database prevents reporting requests from potentially impacting transactional processing and allows Kalkomey to maintain redundant database in the same hosting facility as the master database.

Kalkomey utilizes automated provisioning and deployment process that ensure consistent, fault- tolerant system builds. These processes are used to maintain an isolated standby system in a second, geographically disparate enterprise class hosting facility that can be brought online very quickly should the primary facility suffer a significant outage. The standby system is a mirror image of the primary system and also uses real-time replication to maintain a copy of the master database.

Additionally, Kalkomey has configured the AWS servers with autoscaling algorithms that automatically detect load and add server resources to

meet demand. Kalkomey also plans for peak seasons of activity and proactively adjusts architecture resources in anticipation of heavy load.

The SaaS Operations team has an escalation process where automated monitoring systems notify an on-call hosting specialist if an incident is detected. If the problem is not resolved after 1 minute, the system notifies the entire hosting team. A short time later, if the issue is still not resolved, a notification is sent to all company leadership alerting them of a potential problem. We bring this up because with other solutions, it will be up to customer support channels or the customers themselves to escalate issues. Kalkomey's system is more robust, and will automatically resolve issues before they reach the point of customer attention.

Lastly, from a technical perspective, Kalkomey would like to call out our reasoning for subcontracting the fulfillment of mail campaigns. Kalkomey specializes in software. While we have contracts where we provide fulfillment services, and while we're good at it, it is not our core competency. We feel that it is best for Kalkomey and for NGPC to rely on a partner to execute this portion of the contract due to advanced technology opportunities. Our partners have much more sophisticated technology to help execute fulfillment responsibilities. Furthermore, because their technology is so sharp, it cuts down on waste and improves accuracy. So long as NGPC and Kalkomey can design the promotional print pieces, we can then deliver that print file and the recipient file to the fulfilment partner, a mail-merge will be executed, and the pieces are sent. This process is very hands-off and low overhead for Kalkomey and NGPC, and actually saves money in the grand scheme of things by utilizing such advanced technologies.

#### A.3.d. – Detailed project work plan

Kalkomey has included a sample implementation/project plan for NGPC's reference. Please see **appendix 1**.

#### Summary of our solution implementation plan:

The first task in the solution implementation plan is Project Discovery, Analysis and Development of Management Deliverables. This work done by Kalkomey subject matter experts, configuration specialists, and the Project Manager based off available requirements and regulations.

Approximately 30 business days after commencing work, Kalkomey expects to be ready to demonstrate a base configuration for a significant portion of NGPC's requirements. It is at this point that Kalkomey will host the project kickoff meeting, and immediately after create a gap analysis of NGPC requirements and base AMS configuration.

Kalkomey will then work to configure the system to meet the remaining

NGPC configuration needs. As each functional area is completed, Kalkomey has allowed time for User Acceptance Testing (UAT) by NGPC.

When UAT is complete, Kalkomey will be ready to perform the first data migration and data import. Kalkomey will request data very early in the project and will prepare for data mapping exercises followed by data import and testing after all functional UAT is complete. Some of these import processes will need to be completed after the current system is decommissioned (if it isn't already) so that all NGPC data is migrated into AMS.

At this point, Kalkomey will be ready to start the rollout of the system to a demo environment until approved for launch into production by NGPC at any point thereafter.

#### A.3.e. - Deliverables and due dates

Kalkomey can confidently commit to standing up a workable instance of Subscription Manager for Nebraska in just 6 weeks after contract award and contract negotiation. From there, Kalkomey will work with NGPC to configure the system accordingly. Kalkomey typically allows for 2-4 months for the configuration and launch phase of Subscription Manager, depending on the level of complexity required once Kalkomey and NGPC start working through configurations. Kalkomey's Agile process, which has been presented earlier in this RFP, will require that Kalkomey's implementation team work closely with NGPC stakeholders to configure the system according to NGPC's needs. As configurations are set and processes are built, Kalkomey and NGPC will meet on a weekly basis to discuss progress and to test functionality. Kalkomey relies not only on NGPC for acceptance testing, but also has an entire team and process revolving around quality assurance and testing. Prior to the release of any code, the system will go through thorough regression testing to ensure accuracy of functionality according to project scope. Should any bugs or malfunctions result in testing, the work will be prioritized and completed, and will only be released upon approval of the key stakeholders.

## VII. COST PROPOSAL REQUIREMENTS

Kalkomey has completed and returned the cost proposal as a separate sealed envelope. Kalkomey's cost proposal also includes assumptions made in order to generate the total cost per contract year. It is important to note that Kalkomey's business model is built to scale with volume.

### Appendix 1

Sample Launch Plan & Detailed Project Plan

# Kalkomey Enterprises: Subscription Manager Launch Plan

## Overview:

This Launch Plan describes how Subscription Manager ("SM") will be configured, tested, and launched for an agency subscriber. The plan contains an overview of the system, a project plan template, a configuration options checklist, customer support guide, and accompanying documents for training materials, reports, data templates, and kickoff presentations.

## Introduction

## System Overview

Kalkomey Enterprises, LLC. ("KE") has developed a Web-based application, Subscription Manager ("SM") to provide a service that allows state agencies to manage publication subscriptions (Game News Magazine, Rules and Regulations, Fish and Wildlife News, etc.) for public agencies.

The responsibilities of SM include but are not limited to:

- Centralizes the state agency's subscription data in a single, easily managed repository
- Includes a web interface that allows state agencies, agency officers, and/or customer service staff to be able to easily search, find and manage subscription/subscriber data.
- Allows public users to purchase a new subscription, modify their existing subscription, or cancel their subscription altogether via the Kalkomey Outdoor Shop.
- Facilitates the creation of a distribution list for the state agency's magazine printer.

#### System Description

Core Functionality of SM:

- Host magazine subscription products via the Kalkomey Storefront
- Facilitate e-transaction for customer 24/7/365
- Store and manage all subscriber data
- Allow easy lookup & management (edits) of subscriber records via agency admin interface
- Allow customer to self-manage subscriber record via public facing interface
- Generate unique subscription code to be used for look-up of subscription details online

- Generate export of current subscriptions for distribution
- Generate a set of reports to understand subscriber details
- Allow access to archives for online subscriptions
- Allow for drip/renewal reminders
- Subscription database agency and subscriber support (similar to CM support)
- Ability to flag an address as undeliverable
- Ability to flag a subscription record for gift programs
- Ability to manage multiple copy subscription

## System Organization

SM has been developed as a module within of KE's Agency Management Solutions ("AMS") product offering.



# **Project References**

#### Glossary

- 1. <u>Subscription Manager (SM) means the technology, including software and infrastructure, used by KE to deliver</u>
- 2. <u>Kalkomey Storefront</u> an ecommerce site hosted by Kalkomey that sells agency publications
- 3. <u>Product Name The name of the magazine product(s) that will be sold through the SM application</u>
- 4. <u>Processing Schedule</u> a configurable schedule for a calendar year that sets the dates that reports containing subscriber data will be generated and sent to the publisher of the magazine (or to the agency). Also sets dates for email reminders for subscription renewals, and charge notifications.
- 5. Plan A specific subscription duration and price point for a magazine
- 6. <u>Subscriber Fee</u> a fee retained by Kalkomey as a portion of a customer's subscription payment. (Amount is set by contract with the agency)
- 7. <u>Auto-Renew</u> a setting on a subscription that a customer can choose at the time of purchase. If a customer opts in to have their subscription auto-renew, their subscription will renew automatically at the time of expiration. This setting allows customers to continue their subscriptions and never have a lapse in receiving magazines.

- 8. <u>Printer File-</u> File that is generated during a monthly run that is sent to a magazine publisher. The file includes data for all the subscriptions to be sent out for the next month's issue.
- 9. <u>Monthly Run</u> Date when the printer file is generated and automatically sent to a magazine's publisher or agency. Controlled by an annual processing schedule that is set up at the agency level and then tied to a magazine product

# Launch Overview

## Project Plan

Below is a sample project plan for the implementation of SM. All dates and durations can be altered based on a state's requirements but the tasks will be the same regardless of agency. The project plan will be updated as needed to reflect any new implementation tasks that might arise.

		Bet parces Duration	Predecessors
Gutiet a number  1	Name   ✓ 4 Subscription Manager Implementation	Resources Duration	1
1.1	7 Pre-Kickoff		1
1:1.1	v. Analyse Current Agency See	ICE Professional Services	1
1.1.1.1	Determine Magazine Product(s) To Be Sold	KE Professional Services	1
1,1.1.2	<ul> <li>Determine Subscription Plan Durations</li> </ul>	KE Professional Services	1
1.1,1.3	Determine Subscription Price Points	KE Professional Services	1
1.1.1.4	<ul> <li>Identify Special Gift Programs for Magazine(s)</li> </ul>	KE Professional Services	1
1.1.1.5	<ul> <li>Identity Subscription Account Number Format</li> </ul>	KE Professional Services	1
1.1.2	♥ ● Initial Comfiguration of SM		T
1.1.2.1	Configure Subscription # Formet	KE Professional Services	-1
1.1.2.2	<ul> <li>Configure Refund Options (Assume Allow Initially)</li> </ul>	KE Professional Services	1
1.1 2.3	▼ ◆ Configure Magazine Product(s)		1
1.1.2.3.1	<ul> <li>Add Thumbnad Image</li> </ul>	KE Professional Services	1
1.1.2.3.2	Acid Magazine Coscription	KE Professional Services	1
1.1.2.3.3	Add Magazine Plan(s)	KE Professional Services	1
1.1.2.3.4	Add Magazine Charges	KE Professional Services	1
1.1.2.3.5	<ul> <li>Add Additional International Fees (If Applicable)</li> </ul>	KE Professional Services	1
1.1.2.3.6	Activate Magazine Product(s)	KE Professional Services	1
1.1,2.4	* - Configure Initial Processing Schedule		1
1.1.2.4.1	Desermine Intial Processing Date	KE Professional Services	1
1.1.2.4.2	<ul> <li>Determine initial Reminder Date</li> </ul>	KE Professional Services	1
1.1.2.4.3	Determine Initial Renewal Date	KE Professional Services	1
1.2	▼ ∨ Kick-off Meeting		1
1,2.1	* Essablish Target Go-Live Date	KE Professional Services, State Agency	1
1.2.7	v = Damonstration		1
1,2.2.1	v - Storefrom Sales - Include in Demonstration	KE Professional Services	-1
1,2-2,1-1	Demonstrate Normal Subscription Purchase (With Auto Renew)	KE Professional Services	1
1.2.2.1.2	Demonstrata Subscription Renewal Feature	EP Professional Services	1
1.2.2.1.3	Demonstrate Multiple Copy Purchase	KE Professional Services	1
1.2.2.1.4	Demonstrate Gift Purchase	KE Professional Services	1
1.2.2.1.5	Demonstrate Multiple Address Purchase	KE Professional Services	1
1.2.2.2	Y - My Account Feature - Include in Demonstration		1
1.2.2.2.1	Demonstrate Account Creation	KE Professional Services	1
1.2.2.2.2	Demonstrate Password Recovery	RE Professional Services	1
1.2.2.2.3	<ul> <li>Demonstrate Changing # of Copies For Subscription</li> </ul>	KE Professional Services	1
1.2.2.2.4	Damonstrate Changing Rectiving Address For Subscription	KE Professional Services	1
1.2.2.2.5	Demonstrate Updating Payment Information	KE Professional Services	3
1.2.2.2.6	Demonstrate Changing Auto Renewal Settings	KE Professional Services	1
1.2.2.2.7	<ul> <li>Demonstrate Tying Existing Subscription To My Account</li> </ul>	KE Professional Services	2
1.2.3	▼ * Validasion (Ouring Demonstration)	COLUMN TO PARTY OF THE PARTY OF	3
1.2.3.1	<ul> <li>Validate Correct Magazine Products Are Configured</li> </ul>	KE Professional Services State Agency	3
1,2.3.2	Validate Setup of Magazine Plans	KE Professional Services, State Agency	1
1.2.3.3	Validate Setup of Plan Pricing	KE Professional Services, State Agency	1
1.2.3.4	Yalidate Susboription Account Number Setup	KE Professional Services, State Agency	1
1.2.3.5	<ul> <li>Validate Reford Process (Yes or Ho)</li> </ul>	KE Professional Services, State Agency	1
1.2.4	7 • Operational Discussions	The state of the s	1
1.2.4.1	Determine Where Printer File Will Be Sent	CE Professional Services, State Agency	1
1,2,4.2	Determine if New Printer File Format is Meeded	KE Professional Services, State Agency	1
1.2.4.3	Review Any Requested Changes to Configuration	RE Professional Services, State Agency	1
1.2.434	Review Outstanding Questions	RE Profesional Services, State Agency	1
1.2.5	* State Testing	AL FICHERSON STONE PROPERTY	1
1.2.5.1	Test Cases Executed	Stitle Agency	1
1.2.5.2	Feedback Frovided based on execution of test cases	State Agency	1
1.2.6	* Configuration Updates	Salte regardey	1
1.2.5.1	Update Configuration Based on Rick-off/Testing feedback		1
1.2.7	User Stories		1
	15.7%		î
1.2.7.1	Requests For Enhancements Reviewed With Pruduct Owner		1
1,2,7.2	Requests Dozumented as User Stories		
1.2.7.3	User Stories Prioritized in Product Backlog		1
1.2.5	v » Datz Impori		1
1,2.8.1	Obtain Dam Sample From State		1
1.2.0.2	Perform Data Mapping Exercise		1
1.2 5.3	Cornfirm Mapping With State		4
1.2.8.4	▼ Import Substri		1
1,2.9	Production Configuration		*
1,2.9.1	Move Configuration to Production		4
1.2.9.2	<ul> <li>Final Production import</li> </ul>		1
1.2-9.3	Activate Magazine on Kalkomey Storefrom		-
1.2.10	▼ ▼ Train Customer Support		1
1.2.10.1	<ul> <li>Review Any Updates to training Materials</li> </ul>		1
1.2.10.2	<ul> <li>Review Any New Features Being Used</li> </ul>		1
1.2.10.3	Review State-Specific Configuration		1
1.2.10.4			

# Major Tasks for KE Implementation:

### Pre - Kickoff:

After a subscription to SM has been initiated, but prior to the kick off meeting with the subscribing agency, analysis should be performed on the existing magazine sales. This task will provide a guideline for the initial setup of SM for a new subscriber.

Task Checklist for Pre-Kickoff Analysis		
Task	Project Plan Outline #	Status
Determine Magazine Product(s) to be sold	1.1.1.1	
Determine Subscription Plan Durations	1.1.1.2	
<b>Determine Subscription Plan Price Points</b>	1,1,1.3	
Identify Special Gift Programs for Magazine(s)	1.1.1.4	
Identify Subscription Account Number Format	1.1.1.5	

## Initial Configuration:

Prior to Kickoff, the Initial Configuration of the agency's subscription service should be completed.

Task Checklist for Initial SM Configuration		
Task	Project Plan Outline #	Status
Configure Refund Options (assume allowed)	1.1.2.1	
Configure Subscription Account # Format	1.1.2.2	
Configure Magazine Thumbnail Image	1.1.2.3.1	
Configure Magazine Description	1.1.2.3.2	
Setnp Magazine Plans	1.1.2.3.3	
Setup Magazine Plan Charges	1.1.2.3.4	
Add International Shipping Fee's (If Applicable)	1.1.2.3.5	
Activate Product(s) and Assign to KE Storefront	1.1.2.3.6	
Build Initial Processing Schedule	1.1.2.4	
Setup Initial Processing Dates	1.1.2.4.1	
Setup Initial Reminder Dates	1.1.2.4.2	
Setup Initial Renewal Dates	1,1,2,4.3	

# Kickoff Meeting:

The KE implementation specialist is to ensure that the following items are covered during the kickoff meeting.

Task Checklist for SM Kickoff Meeting		
Task	Project Plan Outline #	Status
Establish Target Go-Live Date	1.2.1	
Demo Normal Subscription Purchase	1.2.2.1.1	
Demo Subscription Renewal Feature	1.2.2.1.2	
Demo Multiple Copy Purchase	1.2.2.1.3	
Demo Gift Purchase	1.2.2.1.4	
Demo Multiple Address Purcbase	1.2.2.1.5	
Demo Account Creation	1.2.2.2.1	
Demo Password Recovery	1.2.2.2.2	
Demo Changing # of Copies for Subscription	1.2.2.2.3	
Demo Changing Receiving Address	1.2.2.2.4	
Demo Updating Payment Information	1.2.2.2.5	
Demo Changing Auto Renewal Settings	1.2.2.2.6	
Demo Tying Existing Subscription to Account	1.2.2.2.7	
Validate Correct Magazines are Configured	1.2.3.1	
Validate setup of Magazine Plans	1.2.3.2	
Validate Setup of Plan Pricing	1,2.3.3	
Validate Subscription Account # Setnp	1.2.3.4	
Validate Refund Process (Yes or No)	1.2.3.5	
Determine Where Printer File Will Be Sent	1.2.4.1	
Determine if New File Format is Needed	1.2.4.2	
Review Any Requested Changes to Configuration	1.2.4.3	
Review Outstanding Questions	1.2.4.4	

# Config Updates/User Stories:

Following Kickoff, SM will be turned over to agency staff for user acceptance testing. The outputs of the agency's testing will be updates to configuration or new user stories to be reviewed with the SM product owner (Scott Bonner).

Task Checklist for Config Updates/User Stories		
Task	Project Plan Outline #	Status
Update Configuration Based on Kickoff/UAT	1.2.6.1	
Requests for Enhancements Reviewed With Product Owner	1.2.7.1	
Requests Documented as User Stories	1.2.7.3	
User Stories Prioritized in Product Backlog	1.2.7.4	

## Data Import:

For any SM Launch, KE will be required to import a state's current subscriber base to SM.

Task Checklist for Data Import		
Task	Project Plan Outline #	Status
Obtain Data Sample From State		
Map Data to SM		
Confirm Mapping with Agency		
Import Subscriber Data	1.2.8.4	

## Train Customer Support:

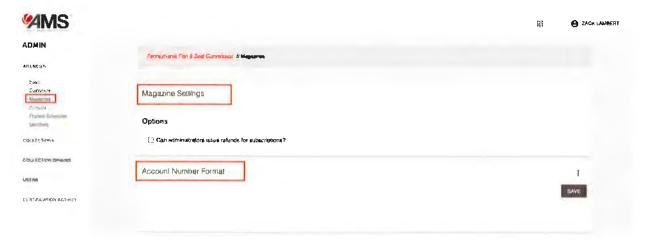
For each SM launch, Customer Support will need to be informed of any changes made to training materials, new features being used, and a general rundown of the settings to be used by the subscribing agency.

Task Checklist for <u>Train Customer Support</u>		
Task	Project Plan Outline #	Status
Review Any Updated To Training Materials	1.2.10.1	
Review Any New Features Being Used	1.2.10.2	
Review Agency Specific Configuration	1.2,10.3	

# **Configuration Options**

### Magazines:

Within the AMS Agency Settings, there is a section for "Magazines". Within this section the user can set up an agencies refund behavior and the subscription account number format that is generated when a subscription is purchased.



## Magazine Settings:

## "Can administrators issue refunds for subscriptions?"

This setting controls whether or not an agency will refund a subscriber in the case that they cancel their subscription before the length of its plan has expired, or reduce the number of copies they are receiving.

### For example:

- A subscriber could have a 12-month magazine subscription for which they paid 12 dollars. If for whatever reason that subscriber chooses to cancel their subscription 6 months prior to the expiration, Subscription Manager will either:
  - Refund the customer \$6.00 (if set to allow refunds)
    - o (Total Price/# of Months in Plan) \* # of Months Remaining
  - Cancel the subscription without refund (If set to NOT allow refunds)
- 2. A Subscriber could have a 12-month magazine subscription and be receiving 10 copies a month at \$6.00 a copy. If for whatever reason that subscriber decides reduce the number of copies they receive to 5, 6 months prior to the expiration, Subscription Manager will either:
- Refund the customer \$30.00 (If set to allow refunds)
  - o ([Total Price\* # of Copies]/# of Months in Plan) \* # of Months Remaining
- Reduce the number of copies without refund (If set to NOT allow refunds)

#### Account Number Format

This setting allows the user to specify the account number format that is generated for a new subscription. Each "segment" of an account number can be set up as a "Constant", "Range", or "Template".

#### Constant:

If a segment is set as a constant

#### Range:

• If a segment is set as a range, the user can set a min and a max, as well as a priority to increment based on other segments.

#### Template:

• If a segment is set as a template, the user can specify customer information that the segment will be pulled from such as name, street address number, and postal code.

## For Example:

The account number that is generated for Pennsylvania Game News Magazine Subscriptions follows the format *IXLLFFAAPPPP* where:

- 1 is a constant
- X is an incrementing number. Always 1 but if the generated account number already exists, the number will increment to 2 then 3 etc
- LL are the first 2 letters of the subscriber's last name
- FF are the first 2 letters of a customer's first name
- PPPP are the first 4 letters of a customer's zip code.

The setup in the "Magazines" UI would look like this:



#### **Products**

Within the AMS agency settings there is a section for "Products". Within this section, a user can add magazine products to be sold by an agency.



Create a Product:



#### Name

This is the name of the magazine that will show for sale on the Kalkomey Outdoor Shop in the "Featured Magazines" section.

## Featured Magazines



## Slug

The exact address of the unique page for a magazine on the Kalkomey Storefront. For example, a slug of PA-Game-News would yield a magazine page URL of: <a href="http://storefront.qa1.kalkomey.com/detail/pa-game-news/508">http://storefront.qa1.kalkomey.com/detail/pa-game-news/508</a>

## Description

This is the description for the magazine that will appear to the user on the magazine specific page.



#### Product Thumbnail

This feature is used to upload the thumbnail image for the magazine product (shown on the Outdoor Shop homepage, and all subsequent magazine order pages. The thumbnail image can be changed at any time, and can be updated to reflect the previous month's issue or per season.



## Additional Settings

Once a magazine product has been created, two additional settings will appear:



#### Active

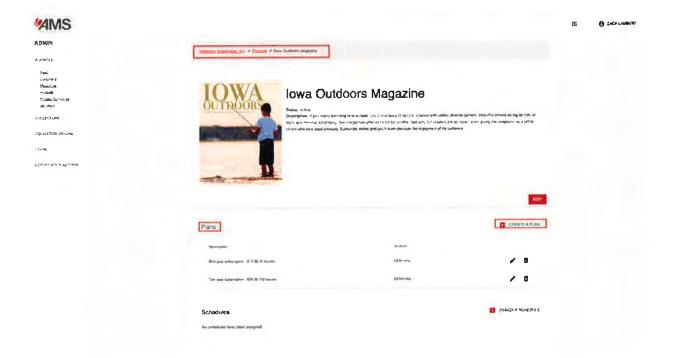
 This setting activates the magazine (can only be set to active after magazine plans have been set up)

### Show in Kalkomey Storefront

• This setting allows the magazine to be shown on the Kalkomey Outdoor Shop (although the magazine may not be active for sale)

#### Plans

After a product has been created, within the "Product" settings a section for "Plans" will appear. A "Plan" is what defines the length of subscription for a magazine and a price point for that particular length.



#### Create a Plan



The following components make up a "Magazine Plan"

#### Description

The description of a plan will be the name of the plan that a customer will see on the storefront. This field should generally be used to tell a customer the length and price of the subscription. Other information that could be included would be the price per magazine or a rating of value. For example, the description for a 12 dollar, one-year plan could be: 1-Year \$12.00 (\$1.00 per issue). Usually an agency subscriber will charge a lower cost per issue for customers subscribing to a longer subscription duration.

#### Duration (Months)

The duration of a plan controls how many months a customer's subscription lasts.

## Charges

#### Description

This is the description for the charge. The description field for a charge will never be shown on the storefront side. It is best to name this field something that will allow KE Professional Services will easily recognize and remember for tracking purposes.

## Amount (\$)

The amount of money a customer will pay for purchasing a magazine subscription.

## Amount to Remit (\$)

The amount of money to be remitted to the agency subscriber for the management of a subscription purchase (Amount the customer paid minus the subscriber fee)

#### Discountable

If checked yes, this fee can be discounted \*\*(Not functional at the time the launch plan was written).

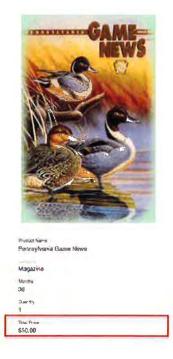
#### Taxable

If checked yes, this fee can be taxed \*\*(Not functional at the time the launch plan was written).

## Display Type

• <u>Product Cost:</u> If a charge is set to "product cost" the charge will not be separated from the total cost of the product to the customer. For example, a subscription plan could have multiple charges, but if all charged are set as "product cost", the customer will only see a total amount on the storefront.

## For Example:



Product Fcc: If a charge is set as a product fee, the charge will be listed as a separate item
when determining the total price of an order. For example, if a subscription plan had two
charges set up on the record.

## For Example:



## **Process Schedules**

Process schedules are set up per agency, and are then tied to a magazine product. A process schedule controls when a magazine's "monthly run" takes place and when reminder emails are sent to subscribers regarding auto renew and payment settings.



#### Create a Schedule

New Schedule



#### Schedule Name

Name of the processing schedule. When assigning a processing schedule to a product, the name will be what the user chooses. It is best to name give the processing schedule a name that references the magazine to be sold and the calendar year for the processing schedule. For example, if setting up a processing schedule for Wildlife Today Magazine, a good schedule name would be: "Wildlife Today – 2017 Schedule".

#### Schedule Year

The calendar year that the schedule will apply to.

#### **Processing Date**

The date that the file containing subscription data will be generated and sent to the agency subscriber or the magazine's publisher. This is the date that the agency subscriber wants to perform their "monthly run". Usually the processing date for month's issue will take place the month before, so that there is ample time to print and mail the magazine issues out to the public subscribers.

#### Reminder Date

This is the date on which customers who have opted for auto renewal will receive an email reminding them that their subscription will be auto renewing shortly. The email that is sent informs the subscriber that their card will be charged and give them information on how to update their stored payment method if necessary. The reminder date is usually set at the beginning of the month, so a customer has tome to update their payment information before their card is charged.

## Renewal Date

This is the date that a customer's subscription will renew, and be charged. A best practice is to set this date 5 day after the "reminder date" so a customer has plenty of notice to update their payment information before being charged if needed.

# Customer/Subscription Management

From "Customers" within AMS, a user has the ability to search for customers who have subscribed to a magazine. A customer can be searched for by the any combination of following Criteria:

- First Name
- Last Name
- City
- Post

# ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: January 30, 2018

To: All Bidders

From: Teresa Fleming/Dianna Gilliland, Buyers

AS Materiel Purchasing

RE: Addendum for RFP 5757 Z1

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACT	IVITY	DATE/TIME
1.	Release RFP	January 12, 2018
2.	Last day to submit written questions	January 24, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 30, 2018 TBD
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 13, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	February 13, 2018
6.	Evaluation period	February 14, 2018 through February 28, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 02, 2018
9.	Contract finalization period	March 02, 2018 - March 28, 2018
10.	Contract award	March 30, 2018
11.	Contractor start date	April 1, 2018

This addendum will become part of the proposal and should be acknowledged with the RFP.

Kalkomey acknowledges and accepts the revised schedule of events.

# ADDENDUM TWO, QUESTIONS and ANSWERS

Date: February 1, 2018

To: All Bidders

From: Teresa Fleming/Dianna Gilliland, Buyers

AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5757 Z1

to be opened February 15, 2018 at 2:00 P.M. Central Time

#### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Kalkomey acknowledges that the Nebraska Department of Administrative Services has posted all questions and answers to the procurement website at <a href="http://das.nebraska.gov/materiel/purchasing/5757/5757%20Z1%20Addendum%20Two%20for%20Questions%20and%20Answers.pdf">http://das.nebraska.gov/materiel/purchasing/5757/5757%20Z1%20Addendum%20Two%20for%20Questions%20and%20Answers.pdf</a>.

Kalkomey has read and considered all questions and answers during the creation of this RFP response.

# ADDENDUM THREE, REVISED SCHEDULE OF EVENTS

Date:

February 1, 2018

To:

All Bidders

From:

Teresa Fleming/Dianna Gilliland, Buyers

AS Materiel Purchasing

RE:

Addendum for RFP 5757 Z1

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACT	rivity	DATE/TIME
1.	State responds to written questions through RFP "Addend "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	dum" and/or  January 30, 2018 February 1, 2108
12.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 13, 2018 February 15, 2018 2:00 PM Central Time
13.	Review for conformance to RFP requirements	February 13, 2018 February 15, 2018
14.	Evaluation period	February 15, 2018 through February 28, 2018
15.	"Oral Interviews/Presentations and/or Demonstrations" (if	required) TBD
16.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 02, 2018
17.	Contract finalization period	March 02, 2018 – March 28, 2018
18.	Contract award	March 30, 2018
19.	Contractor start date	April 1, 2018

This addendum will become part of the proposal and should be acknowledged with the RFP.

Kalkomey acknowledges and accepts the revised schedule of events.