

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

May 11, 2009

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B9200074  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: (513) 489-6521 ext 234 <b>Janie McCauley</b>
<b>First Data Government Solutions</b> <b>11311 Cornell Park Drive, Suite 300</b> <b>Cincinnati, OH 45242</b> <b>Email: Janie.McCauley@firstdata.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-7233 <b>Joann M. Klasko</b>
Contract Administrator: Carol Webber <b>Integrated Voice Response System (IVR) – Department of Human Services</b> <b>Child Support Enforcement System (MiCSES)</b>		
Contract PERIOD:		From: <b>October 1, 2008</b> To: <b>September 30, 2009</b>
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

**NATURE OF CHANGE(S):**

Effective immediately, the First Data Government Solutions, LP Support Agreement is deleted in its entirety. The Maintenance Quote Exhibit B dated August 28, 2008 is now replaced with the Maintenance Quote Exhibit B dated April 8, 2009. The revised Quote replaces System Maintenance – Gold Level with System Maintenance – Platinum Level. The attached table appends the “Hourly Rate Charge for Services”. All other terms and conditions remain the same.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$510,124.00**



Date: April 8, 2009

Maintenance Quote

Exhibit B

To: Carol Webber  
Family Independence Agency  
1000 Long Blvd.  
Lansing, MI 48913

First Data Government Solutions  
11311 Cornell Park Drive, Suite 300  
Cincinnati, Ohio 45242  
[www.firstdata.com](http://www.firstdata.com)

For: AccessNet Software Application Maintenance Standard/Platinum

Item	Qty	Product	Description	Price	Total
1	15	Maintenance	Annual maintenance for counties with 4 to 16 ports - Standard Level - Allegan, Bay, Eaton, Ionia, Lenawee, Livingston, Midland, Montcalm, Newaygo, Ottawa, Saginaw, Van Buren, Washtenaw, Grand Traverse, St. Clare	\$4,419.00	\$66,285.00
2	10	Maintenance	Annual maintenance for counties with 17 to 32 ports - Standard Level - Calhoun, Jackson, Kalamazoo, Kent, Macomb, Monroe, Muskegon, Berrien, Genesee, Ingham	\$5,690.00	\$56,900.00
3	1	Maintenance	Annual maintenance for counties with 48 ports - Standard Level - Oakland	\$8,374.00	\$8,374.00
4	1	Maintenance	Annual maintenance for - Platinum Level - Wayne County	\$22,659.00	\$22,659.00
5	54	Maintenance	Annual maintenance for counties with 6 Ports - Standard Level housed in Lansing, MI - Alcona, Alger, Alpena, Arenac, Baraga, Barry, Benzie, Branch, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Gratiot, Houghton, Hillsdale, Huron, Iosco, Iron, Isabella, Kalkaska, Keewenaw, Lake, Lapeer, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Missaukee, Montmorency, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Rosconnon, Sanilic, Schoolcraft, Shiawassee, St. Joseph, Tuscola, Wexford, Lansing Test Server.	\$1,574.00	\$84,996.00
6	1	Maintenance	Support Specialist App (includes single test box support)	\$2,779.00	\$2,779.00
				<b>Total Due:</b>	<b>\$241,993.00</b>

Vendor ID: 2592957887/012

Annual AccessNet Software Maintenance for the period October 1, 2008 - September 30, 2009  
Standard Level Selected for all counties but Wayne. Wayne County at Platinum level.

This is not an offer or binding quote. This is a firm estimate that must be superseded by a signed binding agreement containing all the terms and conditions of the transaction. All dollar amounts are listed in US dollars. Terms are net 30 days

There are 28 premise-based systems that are serving 83 counties across the state. The maintenance support pricing is at the Standard level (12 hour coverage, 8AM to 8PM Monday through Friday ) except Wayne County which is supported at the Platinum level (24 hour coverage, 7 days a week). The counties served under this support program are listed above.

No hardware support will be provided. This quote is valid until September 30, 2008

Quote created by: Bonnie Bausmith

## Hourly Rate Charges for Services:

<b>Item</b>	<b>Product</b>	<b>Description</b>	<b>Price</b>
1	FIC-CONSULT	Hourly rate custom development or programming services	\$150.00
2	FIC-PROMNGT	Hourly rate for project management and documentation updates.	\$150.00
3	FIC-TESTING	Hourly rate for QA/System Testing.	\$150.00
4	FIC-STAGING	Hourly rate for system installation/configuration services	\$150.00

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**March 30, 2009**

**NOTICE  
 OF  
 CONTRACT NO. 071B9200074  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>First Data Government Solutions          11311 Cornell Park Drive, Suite 300          Cincinnati, OH 45242</b>  Email: christina.jackson@fdgs.com	TELEPHONE: (513) 489-6521 ext 178 <b>Christina Jackson</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 241-7233 <b>Joann M. Klasko</b>
Contract Administrator: Carol Webber <p style="text-align: center;"><b>Integrated Voice Response System (IVR) – Department of Human Services          Child Support Enforcement System (MiCSES)</b></p>	
Contract PERIOD: From: <b>October 1, 2008</b> To: <b>September 30, 2009</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**Contract Value: \$510,124.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B9200074**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF VENDOR  <b>First Data Government Solutions</b> <b>11311 Cornell Park Drive, Suite 300</b> <b>Cincinnati, OH 45242</b>  <p style="text-align: right;">Email: <a href="mailto:christina.jackson@fdgs.com">christina.jackson@fdgs.com</a></p>	TELEPHONE: (513) 489-6521 ext 178 <b>Christina Jackson</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 241-7233 <b>Joann M. Klasko</b>
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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**Contract Value: \$510,124.00**

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<p><b>FOR THE VENDOR:</b></p> <p>_____</p> <p style="text-align: center;">Firm Name</p> <p>_____</p> <p style="text-align: center;">Authorized Agent Signature</p> <p>_____</p> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <p>_____</p> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p> <p>_____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><b>Greg Faremouth, Director</b></p> <p>_____</p> <p style="text-align: center;">Name</p> <p style="text-align: center;"><b>IT Division</b></p> <p>_____</p> <p style="text-align: center;">Title</p> <p>_____</p> <p style="text-align: center;">Date</p>
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**I-A PURPOSE**

The purpose of this Contract is to obtain the services necessary to maintain an IVR system for the Department of Human Services Child Support Enforcement System (MiCSES) with the assistance of the Department of Information Technology.

**I-B ISSUING OFFICE**

Purchasing Operations, State of Michigan, Department of Management and Budget (DMB), hereafter known as Purchasing Operations, for the State of Michigan, Department of Human Services and the Department of Information Technology issue this contract. Where actions are a combination of Purchasing Operations, the Department of Information Technology and the Department of Human Services, the authority will be known as the State.

Purchasing Operations is the Sole Point Of Contact in the State with regard to all procurement and contractual matters relating to the services described in this Contract. Purchasing Operations is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Purchasing Operations will remain the Sole Point Of Contact throughout the procurement process, until such time as the Director of Purchasing Operations shall direct otherwise in writing. All communications concerning this contract must be addressed to:

Dale N. Reif, Buyer  
Information Technology Division  
DMB, Purchasing Operations  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909

**I-C CONTRACT ADMINISTRATOR**

Upon receipt at Purchasing Operations of the properly executed Contract, the Director of Purchasing Operations may direct that the person named below be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of the Contract. That authority is retained by the Purchasing Operations. The Contract Administrator for this project is:

Carol Webber  
MiCSES Application Support Manager  
Department of Information Technology  
(517) 241-9629

**I-D COST LIABILITY**

Total liability of the State is limited to the terms and conditions of this Contract. The State fiscal year is October 1st through September 30th. The prospective contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

All prices quoted by bidder will be the maximum prices for the duration of the proposed contract. No price increases will be permitted.

**I-E PRIME CONTRACTOR RESPONSIBILITIES**

The Prime Contractor is responsible for all contractual activities described in this Contract whether or not the Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, this Contract should include a list of subcontractors,



including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Prime Contractor to replace subcontractors found to be unacceptable. The Prime Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### **I-F NEWS RELEASES**

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

#### **I-G DISCLOSURE**

All information in a bidder's proposal and any Contract resulting from it, are subject to disclosure under the provisions of the "Freedom of Information Act." 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

#### **I-H ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the Department of Information Technology work statement and the proposal will become contractual obligations. Failure of the Contractor to accept these obligations may result in cancellation of the award.

The State further reserves the right to interview the Key Personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. The State reserves the right to approve subcontractors for this project and to require the Prime Contractor to replace subcontractors who are found to be unacceptable.

#### **I-I ELECTRONIC PAYMENT REQUIREMENT**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

#### **I-J CONTRACT INVOICING AND PAYMENT**

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the Contract has been signed and accepted by both the Contractor and the Director of Purchasing Operations.

**Contractors Please Note:** Rates quoted herein are firm for the duration of the proposed contract; no increases will be permitted.

#### **I-K ACCOUNTING RECORDS**

The contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

#### **I-L INDEMNIFICATION**

##### **A. General Indemnification**

Upon receipt of written notice, as required herein, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of



investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (1) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents for any negligence or wrongful acts arising out of or resulting from (1) the services and products provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract;
- (2) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from a material breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- (3) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- (4) any claim, demand, action, citation or legal proceeding against the State, its departments divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of the State;
- (5) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State by a third party to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clauses.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions that occurred prior to termination.

**I-M CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damage because of injury to or destruction of tangible property, including loss of use resulting there from, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

**BEFORE STARTING WORK, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF PURCHASING OPERATIONS, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.



## I-N CANCELLATION

- (1) The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.
- (2) The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.
- (3) The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
- (4) The State may immediately cancel the Contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.
- (5) The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.
- (6) The State may, with 30 days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State. See Sections **Price Proposal** and **Modification of Service**.

## I-O DELEGATION AND/OR ASSIGNMENT

### ASSIGNMENT

The contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligation under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the contract without the prior written consent of the State Purchasing Director.



## DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

## I-P NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

## I-Q UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

## I-R SOFTWARE PERFORMANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

## I-S RIGHT TO OWNERSHIP

All data, materials, documentation and other things prepared or acquired by the Contractor shall belong exclusively to the state. The state shall also own and retain intellectual property rights covering technology developed as part of the services described herein.

## I-T MODIFICATION OF SERVICES

The Director of Purchasing Operations reserves the right to modify this service during the course of the contract. Any changes in pricing proposed by the Contractor resulting from possible modifications are subject to acceptance by the state.

## I-U GENERAL

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:



- A. State Terms and Conditions
- B. State Work statement and any Addenda thereto;
- C. Contractor's response(s) to the State's Work statement and Addenda

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

This contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.



## DEPARTMENT OF INFORMATION TECHNOLOGY IT SERVICES STATEMENT OF WORK

<b>Project Title:</b> Integrated Voice Response (IVR) Software Maintenance Renewal	<b>Period of Coverage:</b> 10/1/08 – 9/30/09
<b>Requesting Department:</b> DIT / MiCSES	7/16/2008
<b>Agency Project Manager:</b> Carol Webber	<b>Phone:</b> 241-9629
<b>DIT Contract Liaison:</b> Patty Bogard	<b>Phone:</b> 517-335-4051

### BACKGROUND:

The Department of Human Services, through its office of Child Support (OCS), is mandated by the federal government to maintain a statewide child support enforcement system. Reporting to the Department of Information Technology's Deputy Director, Agency Services is responsible for maintaining the Michigan Child Support Enforcement System (MiCSES). The Integrated Voice Response System is an additional integral part of the MiCSES system, providing the customer (NCP or CP) the ability to access and retrieve personal child support case information over the phone. This system assists the OCS and FOC offices throughout Michigan with their increasingly large number of phone calls from clients. The system handles more than a million calls each month, answering many routine inquiries for general, payment and legal information, releasing workers to concentrate on other child support enforcement tasks.

The county and premise-based hardware was refreshed this past fiscal year, purchased through the MDIT procurement process, and loaded with updated FDGS Access-Net software. This SOW is for software maintenance (including county-specific telephony routing configurations) through First Data Government Solutions to the existing proprietary Access-net software on all county and premise-based servers. Hardware, network, hosting and OS maintenance will be provided by MDIT resources.

### PROJECT OBJECTIVE:

- Ongoing Access-Net application maintenance and software support of the 29 custom county-specific, premise-based IVR systems serving various Michigan counties.
- Ongoing Access-Net application maintenance and software support of the Lansing hosted main IVR system serving the smaller 56 Michigan counties.
- Contingency planning for ongoing system changes and updates in order to maintain compliance with State and Federal regulations as well as changing business requirements.

### TECHNICAL ENVIRONMENT:

The county premise-based servers are installed on the state's LGNET within the state's infrastructure. The test server and production server are hosted in Lansing's Michigan Department of Information Technology's Data Center. Software updates and phrase recording changes are promoted to the various servers by FDGS using RDP. The test server in Lansing contains both the Access-Net software and agent software (processes the ODBC calls to the database). The test server is connected to a MiCSES development test region(s) (for coordinating and testing stored procedure changes, if requested) with test database access. Once the code and configuration changes from FDGS are validated on the test server, the code and configuration changes are promoted by FDGS to the code staging area for promotion. FDGS promotes the code and configuration changes to the various production servers statewide. Servers are Dell model 2900. Two servers in Wayne County are Dell 6850s. All servers are running Windows 2003 OS. Dialogic boards (telephony conversion equipment) are D/120 JCT - LS - Rev. 2 (Analog Cards) and D/480 JCT - 2T1 for Wayne, SS and the Central IVR (T1 Cards), with various numbers of ports, depending on the county customer base. County telephony systems vary. Access-Net version 3.3.2 is installed on all servers.

### SCOPE OF WORK:

FDGS Access-Net software is proprietary Interactive Voice Response software that has been customized to

suit each premise-based county's various schedules, hours, phone systems, and work processes. Each server is uniquely configured to provide recent payment information, urgent upcoming court notices to the users, emergency broadcast messages, and provide direct access to other State of Michigan Child Support resources for additional information. This complex computer system requires FDGS to maintain and enhance the software and configuration changes so that the system meets the constantly changing State and Federal mandates.

**TASKS:**

- Provide agreed upon (between FDGS and the State of Michigan) scheduled Access-Net version updates, utilizing configuration management practices, to the various testing and staging platforms and production servers.
- Maintain and provide updated software documentation and updated, accurate call flows and menu paths for Access-Net. This includes development of thorough test plans. Updated versions will be provided after each release.
- Provide technical support and business requirements gathering support as requested.
- Record and maintain FOC IVR voice recordings (multi-lingual) and provide updated complete call flows, script documentation and menu paths after each scheduled and emergency release, with software roll-back capabilities.
- Record and maintain OCS Support Specialist IVR voice recordings (multi-lingual) and provide updated complete call flows, script documentation and menu paths after each scheduled and emergency release, with software roll-back capabilities.
- Provide State of Michigan staff with planned and emergency release FDGS project plan milestone dates as soon as they are known.
- Coordinate FDGS releases that have MiCSES changes (stored procedure changes) to the planned MDIT MiCSES release schedules.
- Provide State of Michigan staff with FDGS software configuration process flows and release nomenclature (i.e. filename extensions, software release versioning, etc.) for each emergency and scheduled release.
- Provide the State of Michigan staff with emergency and scheduled release test plans.
- Provide the State of Michigan written SOWs for all releases.
- Provide the State of Michigan staff with information on updates to the FDGS systems that impact the State of Michigan's IVR system.
- All testing of emergency and scheduled software releases (excluding end-to-end and final acceptance testing) will be done by FDGS.

**DELIVERABLES:**

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

- Scheduled and emergency software releases / maintenance of the Interactive Voice Response system and all associated tasks listed above.
- Any additional project will require a detailed project plan and will not be started until there has been agency acceptance sign-off.

**SKILL SET / EXPERIENCE REQUIRED:**

- Project Manager, Business Analyst, Technical Support Analyst, Programmer / Analyst, Tester for each requested change to the Access-Net software.

**PROJECT CONTROL AND REPORTS:**

- Monthly status reports will be required for all optional projects and must be submitted to the Agency Project Manager.
- Monthly statistical reports must be generated for the IVR usage including total call volumes, length of calls and abandoned call rates for each county.
- Access-Net changes that require coordination with MiCSES code changes: Missed milestone dates for testing and final implementation of the agreed upon project schedule, due to issues directly under FDGS control, may subject to a 1% penalty for each day missed. These charges will be deducted from the total cost of the FDGS SOW encompassing the work.

**SPECIFIC DEPARTMENT STANDARDS:**

Agency standards, if any, in addition to MDIT standards

- MDIT MiCSES Project Control Office schedule adherence for releases with concurrent MiCSES software releases.

- Utilize the State of Michigan single point of contact (Project Manager or designee) for all software updates and configuration changes. No configuration or coding changes are to be made on the IVR servers without State of Michigan knowledge and approval.

**PAYMENT SCHEDULE:**

Payment will be made on an annual fee for maintenance and Time and Material for “as needed” project based on deliverables. MDIT will pay FDGS upon receipt of properly completed invoices submitted to the Project Manager, not more often than monthly, upon satisfactory completion of work performed. Lost productivity due to code release errors directly attributable to FDGS, are to be escalated and resolved before payment is made from the State of Michigan and may be subject to the 1% daily penalty deduct from the total SOW charges until errors are corrected. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager prior to payment. The invoices shall describe and document to the Project Manager’s satisfaction a description of the work performed, the progress of the project, and fees. Payment shall be considered timely if made by the MDIT within forty-five (45) days after receipt of properly completed invoices.

**EXPENSES:**

The State will not pay for any FDGS employee’s cell phones, pagers, office space, computers and peripheral equipment, travel expenses, including hotel, mileage, meals, and parking.

**PROJECT CONTACTS:**

The designated Agency Project Manager is:

Carol Webber  
Michigan Department of Information Technology  
MiCSES Project  
111 South Capitol Avenue  
Romney Building, 12<sup>th</sup> Floor  
Lansing, MI 48909  
Desk (517) 241-9629  
Fax (517) 241-9607  
[Webberc2@michigan.gov](mailto:Webberc2@michigan.gov)

The MDIT Contract Administrator for this project is:

Patty Bogard  
Michigan Department of Information Technology  
Constitution Hall, 1<sup>st</sup> fl - North  
525 W Allegan St  
Lansing, Mi 48933  
517-335-4051  
517-241-8852 fax  
[BogardP@michigan.gov](mailto:BogardP@michigan.gov)

**AGENCY RESPONSIBILITIES/ASSUMPTIONS:**

- The State of Michigan will maintain and support the server hardware, including the dialogic boards, for all premise-based and locally hosted servers. This includes the OS updates, patch updates, etc.
- Network communications, state phone systems, and T1 lines will also be maintained by MDIT or utilize the MDIT / ATT existing contracts.
- The State will maintain and provide network access to the Oracle database for IVR purposes, including testing.
- The MDIT / MiCSES development team will perform the required updates to the ODBC Stored procedures.
- Business analysis and requirements gathering sessions for emergency and scheduled releases will be facilitated through the MiCSES Project Control office.
- The State of Michigan staff will perform the end-to-end and final acceptance testing of all releases (code and configuration) changes.

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

All software maintenance work will be performed at the First Data Government Solutions Center (excluding testing listed in tasks). Application hosting and software execution to be performed in Michigan.

**EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

Offsite work hours for SOWs are not to exceed eight (8) hours a day, forty (40) hours a week, unless otherwise authorized by the state. Escalated software issues will be addressed through the various support models per county.

**FIRST DATA GOVERNMENT SOLUTIONS, LP.  
SUPPORT AGREEMENT**

**THIS AGREEMENT** entered into this 1st day of October, 2008, between First Data Government Solutions, LP, located at 6200 South Quebec Street, Greenwood Village, Colorado 80111 ("FDGS") and Michigan Child Support Enforcement Agency ("Customer").

**WITNESSETH:**

**WHEREAS**, Customer desires to receive the Support, as defined below in Section 1(h) and as set forth in Exhibit A, as defined herein, from FDGS and FDGS desires to render the Support to Customer, all on the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

- (a) "Application" means a program (function) or group of programs (functions) that serve to solve a related need.
- (b) "Bug" means software not meeting specifications as set forth in documentation or a separate agreement.
- (c) "Effective Date" means October 1, 2008, as set forth in Exhibit B for the commencement of the Support.
- (d) "Enhancement" means a change to Software which adds value, functionality and/or desirability, such changes being lesser or fewer than those constituting an Upgrade.
- (e) "Hardware" means the computer hardware identified in Exhibit B, if any.
- (f) "Modification" means a change to Software requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.
- (g) "Software" means the computer software identified in Exhibit B to this Agreement, attached hereto and made a part hereof, together with all related software documentation and/or manuals, all subsequent documentation and/or manuals, Enhancements, Modifications, Applications and Updates (such capitalized terms as defined herein).
- (h) "Support" means Enhancements, Modifications, Bug fixes and other services described herein.
- (i) "Upgrade" means a new version or release of the Software substantially changing its value, functionality, and/or desirability.

**2. SUPPORT.** For the Term, as defined below, hereof:

(a) FDGS shall provide Enhancements to Customer as and when produced by FDGS in the ordinary course of business. Customer is responsible for the costs of delivery and return of media. FDGS shall notify the Customer of Enhancements. It shall be Customer's responsibility to contact FDGS to schedule Enhancement installations.

(b) Notwithstanding the Enhancement-related Support provided under Subsection 2(a), FDGS shall also provide Upgrades to the AccessNet toolkit. FDGS may, at its option, charge Customer for Modifications to the custom application. FDGS will not charge customer for Upgrades to the AccessNet toolkit.

(c) FDGS shall be responsible for using commercially reasonable diligence to correct verifiable and reproducible Bugs when reported to an authorized FDGS contact via telephone or email, properly identifying the problem.

**3. TERM.** The term of this Agreement shall commence on the Effective Date hereof and continue for one year. At the end of such initial one-year term, this Agreement will automatically renew for one one-year renewal term (each one-year renewal term herein "Renewal Term"), and at the end of each Renewal Term, this Agreement will automatically renew for one additional one-year Renewal Term, unless either party gives written notice to the other at least thirty (30) days prior to the end of the initial or applicable Renewal Term (initial or Renewal Term(s) individually and collectively referred to herein as "Term") electing not to extend the Term of this Agreement. Either party



may terminate this Agreement on thirty (30) days prior written notice to the other. In the event of termination hereof for any reason, Customer shall continue to observe the limitations and restrictions set forth in Sections 11 and 14 hereof.

**4. CHARGES.** FDGS' pricing shall be set forth in Exhibit B attached hereto, which may be amended by FDGS from time to time upon forty-five (45) days written notice to Customer prior to the end of the then current Term.

**5. EXPENSES.** No travel expenses will be charged to Customer unless otherwise agreed to by the parties. If the parties agree to payment of expenses for travel, lodging, and meals, it will be paid as a separate item. All travel expenses (e.g. airfare, hotel, food, mileage - then current IRS mileage rate) and miscellaneous materials will be billed at cost.

**6. EXCLUSIONS.** FDGS shall only support the Software products listed in Exhibit B. FDGS and Customer acknowledge that other software packages and systems software may co-exist on the FDGS hardware. FDGS shall not, however, support any hardware or software packages developed or provided by other vendors. Customer, if it so desires, shall obtain such support directly from the applicable vendor.

**7. PAYMENT.** Payment for Support is due prior to the commencement of this Agreement, and prior to any Renewal Term, and is not refundable. FDGS shall have no obligations hereunder until the annual fee is paid in advance of the applicable Term. All time and material charges and any other payments due hereunder except annual fees are due thirty (30) days from receipt of invoice therefor. If any payment due hereunder is not received within forty-five (45) days after receipt of invoice therefor, FDGS may, at its discretion, suspend all services and add a charge of 1-1/2% per month (annual rate of 18%).

**8. DATA PROTECTION.** It shall be the responsibility of the Customer to maintain adequate data files and Application backups to provide protection against inadvertent data loss for any reason. Regardless of cause of loss of such data, FDGS shall not in any way be liable therefore.

**9. PHONE SUPPORT CONTACT.** Customer shall be responsible for its own internal decisions concerning persons authorized to use phone assistance. Unless notified specifically in writing, FDGS shall assume that the person calling for phone assistance is authorized to make the calls and Customer shall be billed accordingly.

**10. BREACH.** In the event either party hereto should breach any of the material terms and conditions of this Agreement, the aggrieved party shall notify the other party. The offending party shall thereafter have ten (10) business days to correct the identified deficiency. In the event such deficiency is not rectified to the satisfaction of the aggrieved party, then the aggrieved party shall be entitled to declare this Agreement null, void and of no further force and effect, and all rights hereunder shall be cancelled. If such aggrieved party is Customer, Customer shall continue to observe the limitations and restrictions set forth in Sections 11 and 14 hereof.

**11. CONFIDENTIAL INFORMATION.** Customer acknowledges and understands that the Software, Enhancements, Modifications, Upgrades, Applications and aspects of the Support involve highly confidential and trade secret information that belongs to FDGS ("Confidential Information"). Customer agrees that the Confidential Information shall be maintained in absolute confidence by Customer and not used or disclosed by Customer except as may be permitted under this Agreement to anyone without the prior written permission of FDGS. All Confidential Information coming into the possession of Customer shall be marked by Customer as such. Customer shall be obligated to use appropriate trademark and copyright symbols in the use of any product licensed from FDGS and also when, as, and to the extent directed by FDGS.

**12. GENERAL INDEMNIFICATION.** Customer, to the extent allowed by law, shall indemnify and hold FDGS and its employees from and against all claims, damages, losses and expenses arising out of FDGS' performance of the services called for in this Agreement, to the extent that such claim, damage, loss or expense is caused by any error, omission or negligence of Customer. Customer shall have no obligation to indemnify FDGS against any liability, loss or damage FDGS might suffer arising solely out of FDGS' negligent performance of any of the services called for by this Agreement.

**13. TAXES AND COSTS.** All amounts payable hereunder are exclusive of all freight, insurance and all federal, state, local, municipal or other excise, sales, use, property or similar taxes and fees, now in force or enacted in the future, and all such costs, taxes and fees shall be paid by Customer, unless Customer provides a certificate of exemption or similar document exempting a payment from an applicable tax.

**14. LIMITATION OF LIABILITY.** FDGS shall not under any circumstances for any reasons be responsible for any losses or damages, direct, indirect, special, ordinary, consequential, exemplary, punitive, or otherwise, with respect to the provision of support hereunder or the use, performance, or failure to perform of the software, enhancements, modifications, or upgrades.



**15. MISCELLANEOUS.**

- (a) To the extent any provision of this Agreement is contrary to that of any Exhibits hereto, the Exhibits shall control.
- (b) After delivery of the Software, Enhancements, Modifications, Applications or Upgrades and their media to Customer, Customer shall bear all risk of loss thereto for any and all loss, damage, or destruction.
- (c) Customer shall not directly or indirectly induce any employee or agent of FDGS to leave the employ of FDGS, without FDGS' prior written consent.
- (d) Neither party shall be liable for failure or delay in the performance of any of its obligations under this Agreement, except obligations for the payment of money, if such delay or failure is caused by circumstances of force majeure that are beyond the reasonable control of the party affected. Notwithstanding the foregoing, in the event that any delay or failure identified in this Subsection 15(d) continues for thirty (30) consecutive days, the party adversely affected by such delay may cancel this Agreement hereunder upon written notice to the other party. After termination of this Agreement, Customer shall continue to observe the limitations and restrictions set forth in Sections 11 and 14 hereof.
- (e) None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of FDGS, its agents, or employees, but only by an instrument in writing signed by an authorized representative of FDGS. No waiver by FDGS of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.
- (f) It is expressly declared that this Agreement and the relationship between the parties hereby established do not constitute a partnership, joint venture, or agency arrangement between them.
- (g) This Agreement shall be governed by the laws of the State of New York, excluding its conflicts of laws rules.
- (h) This Agreement (including its Exhibits) contains the entire agreement of the parties with respect to the particular subject matter hereof and supersedes and terminates any and all prior agreements, or contracts, written or oral, entered into between the parties relating to the subject matter hereof, and any representation, promise, or condition in connection herewith not in writing shall not be binding upon either party.
- (i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Customer may not assign its rights or obligations under this Agreement in any way without the prior written consent of FDGS.
- (j) This Agreement may be amended only in writing signed by each of the parties hereto.
- (k) If the Customer attempts to use, copy, disclose, or transfer any portion of the Software, Enhancements, Modifications, Applications or Upgrades or Confidential Information in a manner contrary to the terms of this Agreement or in derogation of FDGS' rights, whether those rights are explicitly stated, determined by law, or otherwise, FDGS shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged by Customer that all other remedies are inadequate.
- (l) If any provision or portion thereof of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or portions thereof of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (m) All notices required to be given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by facsimile with facsimile confirmation, registered or certified mail, postage pre-paid, return receipt requested, addressed to the parties as set forth below. Either party, upon written notice to the other, may change the address to which future notices shall be sent.

**CUSTOMER:** Michigan Child Support Enforcement Agency

Address: 1000 Long Blvd  
Lansing, MI 48913  
Attn: Carol Webber  
Facsimile:



**FDGS:**

First Data Government Solutions, Inc.  
Attn: Contract Manager  
11311 Cornell Park Drive, Suite 300  
Cincinnati, OH 45242  
Facsimile: 513-489-6521

With copy to:

First Data Government Solutions, LP  
Attn: Counsel  
6855 Pacific Street  
Omaha, NE 68106  
Facsimile: 402-222-7700

**CUSTOMER:** Michigan Child Support Enforcement Agency

**FIRST DATA GOVERNMENT SOLUTIONS, LP**  
**By: First Data Government Solutions, LLC**  
**Its General Partner**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





First Data Government Solutions  
11311 Cornell Park Drive Suite 300  
Cincinnati, Ohio 45242  
www.fdgs.com

## Exhibit A

# System Maintenance – Standard Level

### Scope of Coverage

- 5 x 12: 5 days a week, 12 hours a day, excluding weekday holidays
- Use of First Data Government Solutions Help Desk for remote support
- Use of First Data Government Solutions Help Desk for system administration assistance
- AccessNet™ product releases and upgrades
- Remote disaster recovery assistance

### Contacting the First Data Government Solutions Help Desk

The First Data Government Solutions Help Desk is staffed from 8:00am - 8:00pm EST, Monday through Fridays excluding holidays. At other times, the help desk is monitored by an answering service.

#### 8:00am – 5:00pm Monday through Friday (First Data Government Solutions office hours)

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. An operator is on duty and can page a technician. To reach an operator, press 0.

#### 5:00pm – 8:00pm Monday through Friday

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. If prompted with voice mail, leave a message. It will be listened to promptly.

### Remote Support

The First Data Government Solutions Help Desk utilizes P.C. Anywhere remote control programs to assist in issue research and resolution. First Data Government Solutions support requires direct modem dial in, VPN, or Windows Dial Up Networking access to the system. These programs allow Windows graphical applications to be run and monitored remotely via modem. They include many features specifically designed to assist in remote debugging. In some cases, software fixes/changes will be sent electronically via modem. First Data Government Solutions also maintains an FTP server to facilitate data transfers between customer sites and our location. Other remote desktop applications and access methods can be considered on an individual basis, but are not part of the normal maintenance contract.



All issues reported through the First Data Government Solutions Help Desk are logged into our Support Database creating a call ticket. Each call ticket is assigned to a contact within your agency and assigned to a support member of our staff.

- Our support technician can dial into your system or work with your staff on the phone depending on which scenario works best for the situation.
- Our support technician will begin working on your issue within **Four** hours of receipt of call.
- Our support technician is responsible for escalating the call according to our Production Escalation Matrix.
- Our support technician is responsible for tracking the issue to its resolution.

Calls are classified into four Severity groups:

**Severity 1:**

- Any problem having MAJOR or GLOBAL impact, resulting in a LOSS of vital services or resources (i.e., any issue affecting greater than 50 percent of the application or solution, NACHA bank file transfers, or Payment Processing)
- Any problem causing an outage to the customer's critical path primary processing services or capabilities and, an acceptable secondary processing capability is not immediately available.

**Severity 2:**

- Any problem causing an outage for the customer's primary processing services or capabilities, however an acceptable workaround or secondary processing capability has been implemented.
- Any problem causing the system or application to function at a limited capacity. (i.e., any issue affecting less than 50 percent of the application or solution example: one voice server is not working on a multi-voice server system or an issue affecting imports or exports)

**Severity 3:**

- A problem that degrades or compromises the usability or access to a non-critical application, system or function.
- General Inquiries pertaining to system functionality. (i.e., how to automate ISM reports, questions regarding platinum report errors).

**Severity 4:**

- Problems that have low or no impact to internal or external customers.
- Client questions to Project Team members requesting information about adding additional functionality to a current application, requesting custom application documents (DSD's), etc. Severity 4 tickets serve the function of allowing us to track client to project team communication that comes through the help desk.

**Production Escalation Process** – Once an issue has been received and a Severity level assigned the Client Services technician, delivery team members, or management will own the issue up to the maximum times defined below before moving to the next escalation level. Any team member



can escalate to the next level prior to the maximum time expiring if the situation requires additional resources.

## Production Escalation Chart

The Escalation chart outlines how Office Hours impact escalation times.

<b>Production Escalation Chart</b>				
<b>During FDGS Office Hours (8:00 am – 8:00 pm EST, M- F)</b>				
<b>Contact Person</b>	<b>Severity 1 Critical (System Down)</b>	<b>Severity 2 Loss of Functionality</b>	<b>Severity 3 General Inquiry or Question</b>	<b>Severity 4 Client questions to Project Team</b>
Client Services Tech on Duty	2 Hours*	2 Hours*	24 Hours	72 Hours
Account Manager or Project Manager	2 Hours	4 Hours	336 Hours (2 weeks)	336 Hours (2 weeks)
Solution Director	2 Hours	4 Hours	***** After two weeks the Project Manager meets with Management to devise an appropriate action plan for the Final Resolution of the case. *****	
Outsourcing and Solution Center Vice Presidents	2 Hours	4 Hours		
Tom Siekman Executive Vice-President	Final Resolution	Final Resolution		
* All Severity 1 and Severity 2 issues require the Technician on Duty to immediately inform the Account Manager or Project Manager of the situation.				

If a support call is placed during non-coverage times, the First Data Government Solutions Help Desk will begin issue research and resolution the next covered day. If a support call can not be resolved during the standard maintenance hours, work will be continued the next business day under the escalation procedures.

### System Administration

The First Data Government Solutions Help Desk is available to help clients with questions relating to generic script administration, line configuration, and statistical analysis. When necessary, we will walk clients through running reports and making appropriate changes. These calls would fall under the General Inquiry or Question classification.

### New AccessNet™ product releases and upgrades



New product releases and upgrades for AccessNet™ products are included in the cost of your Standard Maintenance plan. This includes the cost of the new release or upgrade as well as the labor to install it. Upgrades are installed when the new features will positively affect your application. When this situation occurs, a First Data Government Solutions support technician will contact you to coordinate a time for the installation. New product releases are only available for AccessNet™ products.

Also included in your maintenance plan are updates to documentation. When a new release of AccessNet™ has been installed on your system, it comes with a set of release notes. These are available on-line and list new features and enhancements. They come with a help look up function as well as a system administrator's guide.

### **Remote Disaster Recovery Assistance**

In the event of a system crash, the First Data Government Solutions Help Desk will assist with installation of the Windows 2003 Server operating system, service packs, driver and support software packages including PC Anywhere, Dialogic, MS Access, etc. First Data Government Solutions will lead in the installation of the AccessNet™ and Custom Application software along with any troubleshooting or fine-tuning that is required to complete the recovery.

The client is responsible to have the original software and licenses, along with tape or network backups available at the time of recovery.

- *In the event the system failure was a result of the customer making unauthorized modifications to software or hardware, First Data Government Solutions will provide a time and material quote for the Disaster Recovery Assistance. Also, should the client require on-site recovery assistance, First Data Government Solutions will provide a time and material quote.*
- *If the customer does not have the resources available on-site to assist with the Disaster Recovery, the customer can send the server to our facility for repair. If this option is selected, First Data Government Solutions will provide the customer with a time and material quote*





First Data Government Solutions  
11311 Cornell Park Drive Suite 300  
Cincinnati, Ohio 45242  
www.fdgs.com

## Exhibit A

# System Maintenance – Gold Level

### Scope of Coverage

- 5 x 24: 5 days a week, 24 hours a day, including weekday holidays
- Use of First Data Government Solutions Help Desk for remote support
- Use of First Data Government Solutions Help Desk for system administration assistance
- Daily automated remote system monitoring
- AccessNet™ product releases and upgrades
- Remote disaster recovery assistance

### Contacting the First Data Government Solutions Help Desk

The First Data Government Solutions Help Desk is staffed from 8:00am - 8:00pm EST, Monday through Fridays excluding holidays. At other times, the help desk is monitored by an answering service.

#### 8:00am – 5:00pm Monday through Friday (First Data Government Solutions office hours)

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. An operator is on duty and can page a technician. To reach an operator, press 0.

#### 5:00pm – 8:00pm Monday through Friday

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. If prompted with voice mail, leave a message. It will be listened to promptly.

#### 8:00pm – 8:00am Monday through Friday and holidays

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be handled by the answering service. They will collect your information.
3. The answering service will page the on-call support technician and communicate the collected information.
4. The on-call support technician will return your call within one hour.

### Remote Support

The First Data Government Solutions Help Desk utilizes P.C. Anywhere remote control programs to assist in issue research and resolution. First Data Government Solutions support requires direct modem dial in, VPN, or Windows Dial Up Networking access to the system. These programs allow Windows graphical applications to be run and monitored remotely via modem. They include many features specifically designed to assist in remote debugging. In some cases, software fixes/changes will be sent electronically via modem. First Data Government Solutions also maintains an FTP server to facilitate data transfers between customer sites and our location. Other remote desktop applications and access methods can be considered on an individual basis, but are not part of the normal maintenance contract.



All issues reported through the First Data Government Solutions Help Desk are logged into our Support Database creating a call ticket. Each call ticket is assigned to a contact within your agency and assigned to a support member of our staff.

- Our support technician can dial into your system or work with your staff on the phone depending on which scenario works best for the situation.
- Our support technician will begin working on your issue within **Two** hours of receipt of call.
- Our support technician is responsible for escalating the call according to our Production Escalation Matrix.
- Our support technician is responsible for tracking the issue to its resolution.

Calls are classified into four Severity groups:

**Severity 1:**

- Any problem having MAJOR or GLOBAL impact, resulting in a LOSS of vital services or resources (i.e., any issue affecting greater than 50 percent of the application or solution, NACHA bank file transfers, or Payment Processing)
- Any problem causing an outage to the customer's critical path primary processing services or capabilities and, an acceptable secondary processing capability is not immediately available.

**Severity 2:**

- Any problem causing an outage for the customer's primary processing services or capabilities, however an acceptable workaround or secondary processing capability has been implemented.
- Any problem causing the system or application to function at a limited capacity. (i.e., any issue affecting less than 50 percent of the application or solution example: one voice server is not working on a multi-voice server system or an issue affecting imports or exports)

**Severity 3:**

- A problem that degrades or compromises the usability or access to a non-critical application, system or function.
- General Inquiries pertaining to system functionality. (i.e., how to automate ISM reports, questions regarding platinum report errors).

**Severity 4:**

- Problems that have low or no impact to internal or external customers.
- Client questions to Project Team members requesting information about adding additional functionality to a current application, requesting custom application documents (DSD's), etc. Severity 4 tickets serve the function of allowing us to track client to project team communication that comes through the help desk.

**Production Escalation Process** – Once an issue has been received and a Severity level assigned the Client Services technician, delivery team members, or management will own the issue up to the maximum times defined below before moving to the next escalation level. Any team member can escalate to the next level prior to the maximum time expiring if the situation requires additional resources.



# Production Escalation Chart

The Escalation chart outlines how Office Hours impact escalation times.

<b>Production Escalation Chart</b>				
<b>During FDGS Office Hours (8:00 am – 5:00 pm EST, M- F)</b>				
<b>Contact Person</b>	<b>Severity 1 Critical (System Down)</b>	<b>Severity 2 Loss of Functionality</b>	<b>Severity 3 General Inquiry or Question</b>	<b>Severity 4 Client questions to Project Team</b>
Client Services Tech on Duty	2 Hours*	2 Hours*	24 Hours	72 Hours
Account Manager or Project Manager	2 Hours	4 Hours	336 Hours (2 weeks)	336 Hours (2 weeks)
Solution Director	2 Hours	4 Hours	***** After two weeks the Project Manager meets with Management to devise an appropriate action plan for the Final Resolution of the case. *****	
Outsourcing and Solution Center Vice Presidents	2 Hours	4 Hours		
Tom Siekman Executive Vice-President	Final Resolution	Final Resolution		
* All Severity 1 and Severity 2 issues require the Technician on Duty to immediately inform the Account Manager or Project Manager of the situation.				
<b>After FDGS Business Hours and Holidays (5:00pm – 8:00am EST, M-F)</b>				
<b>Contact Person</b>	<b>Severity 1 Critical (System Down)</b>	<b>Severity 2 Loss of Functionality</b>	<b>Severity 3 General Inquiry or Question</b>	<b>Severity 4 Client questions to Project Team</b>
Client Services Technician on Duty	2 Hours*	2 Hours*	Next Business Day - Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)	<b>Next Business Day -</b> Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)
Escalate in this order: Account Manager or Project Manager Solution Director	Project Manager or designee will Contact the Client to Discuss Resolution and	Project Manager or designee will Contact the Client to Discuss Resolution and Timing	***** After two weeks the Project Manager meets with Management to devise an appropriate action plan for the Final Resolution of the case. *****	



Michael Brooks Solution Center Vice- President or Chuck Eliassen Outsourcing Vice President  Tom Siekman or Greg Bishop Executive Vice- President	Timing		
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If a support call is placed during non-coverage times, the First Data Government Solutions Help Desk will begin issue research and resolution the next covered day. If a support call can not be resolved during the defined maintenance hours, work will be continued the next business day under the escalation procedures.

### **System Administration**

The First Data Government Solutions Help Desk is available to help clients with questions relating to generic script administration, line configuration, and statistical analysis. When necessary, we will walk clients through running reports and making appropriate changes. These calls would fall under the General Inquiry or Question classification.

### **Daily Automated Remote System Monitoring**

The First Data Government Solutions Help Desk monitors customer's AccessNet™ solutions via a customized system report. This system report is scheduled and automatically transmitted for review by our support staff. It monitors the performance of the client's system and interrogates system log files to expose and diagnose any problem areas that may be in their infancy. Therefore, we prevent problems before they occur.

### **New AccessNet™ product releases and upgrades**

New product releases and upgrades for AccessNet™ products are included in the cost of your Gold Maintenance plan. This includes the cost of the new release or upgrade as well as the labor to install it. Upgrades are installed when the new features will positively affect your application. When this situation occurs, a First Data Government Solutions support technician will contact you to coordinate a time for the installation. New product releases are only available for AccessNet™ products.

Also included in your Gold plan are updates to documentation. When a new release of AccessNet™ has been installed on your system, it comes with a set of release notes. These are available on-line and list new features and enhancements. They come with a help look up function as well as a system administrator's guide.

### **Remote Disaster Recovery Assistance**

In the event of a system crash, the First Data Government Solutions Help Desk will assist with installation of the Windows 2003 Server operating system, service packs, driver and support software packages including PC Anywhere, Dialogic, MS Access, etc. First Data Government Solutions will lead in the installation of the AccessNet™ and custom application software along with any troubleshooting or fine-tuning that is required to complete the recovery.



The client is responsible to have the original software and licenses, along with tape or network backups available at the time of recovery.

- *In the event the system failure was a result of the customer making unauthorized modifications to software or hardware, First Data Government Solutions will provide a time and material quote for the Disaster Recovery Assistance. Also, should the client require on-site recovery assistance, First Data Government Solutions will provide a time and material quote.*
- *If the customer does not have the resources available on-site to assist with the Disaster Recovery, the customer can send the server to our facility for repair. If this option is selected, First Data Government Solutions will provide the customer with a time and material quote*



## Exhibit A

# System Maintenance - Platinum Level

### Scope of Coverage

- 7 x 24: 7 days a week, 24 hours a day, 365 days a year
- Use of First Data Government Solutions Help Desk for remote support
- Use of First Data Government Solutions Help Desk for system administration assistance
- Daily automated remote system monitoring
- Platinum heartbeat monitoring
- AccessNet™ product releases and upgrades
- Remote disaster recovery assistance

### Contacting the First Data Government Solutions Help Desk

The First Data Government Solutions Help Desk is staffed from 8:00am - 8:00pm EST, Monday through Fridays excluding holidays. At other times, the help desk is monitored by an answering service.

#### 8:00am – 5:00pm Monday through Friday (First Data Government Solutions office hours)

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. An operator is on duty and can page a technician. To reach an operator, press 0.

#### 5:00pm – 8:00pm Monday through Friday

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. If prompted with voice mail, leave a message. It will be listened to promptly.

#### 8:00pm – 8:00am Monday through Friday, weekends, and holidays

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be handled by the answering service. They will collect your information.
3. The answering service will page the on-call support technician and communicate the collected information.
4. The on-call support technician will return your call within one hour.

### Remote Support

The First Data Government Solutions Help Desk utilizes P.C. Anywhere remote control programs to assist in issue research and resolution. First Data Government Solutions support requires direct modem dial in, VPN, or Windows Dial Up Networking access to the system. These programs allow Windows graphical applications to be run and monitored remotely via modem. They include many features specifically designed to assist in remote debugging. In some cases, software fixes/changes will be sent electronically via modem. First Data Government Solutions also maintains an FTP server to facilitate data transfers between customer sites and our location. Other remote desktop applications and access methods can be considered on an individual basis, but are not part of the normal maintenance contract.

All issues reported through the First Data Government Solutions Help Desk are logged into our Support Database creating a call ticket. Each call ticket is assigned to a contact within your agency and assigned to a support member of our staff.

- Our support technician can dial into your system or work with your staff on the phone depending on which scenario works best for the situation.
- Our support technician will begin working on your issue within **One** hour of receipt of call.
- Our support technician is responsible for escalating the call according to our Production Escalation Matrix.
- Our support technician is responsible for tracking the issue to its resolution.

Calls are classified into four Severity groups:

**Severity 1:**

- Any problem having MAJOR or GLOBAL impact, resulting in a LOSS of vital services or resources (i.e., any issue affecting greater than 50 percent of the application or solution, NACHA bank file transfers, or Payment Processing)
- Any problem causing an outage to the customer's critical path primary processing services or capabilities and, an acceptable secondary processing capability is not immediately available.

**Severity 2:**

- Any problem causing an outage for the customer's primary processing services or capabilities, however an acceptable workaround or secondary processing capability has been implemented.
- Any problem causing the system or application to function at a limited capacity. (i.e. , any issue affecting less than 50 percent of the application or solution example: one voice server is not working on a multi-voice server system or an issue affecting imports or exports)

**Severity 3:**

- A problem that degrades or compromises the usability or access to a non-critical application, system or function.
- General Inquiries pertaining to system functionality. (i.e., how to automate ISM reports, questions regarding platinum report errors).

**Severity 4:**

- Problems that have low or no impact to internal or external customers.
- Client questions to Project Team members requesting information about adding additional functionality to a current application, requesting custom application documents (DSD's), etc. Severity 4 tickets serve the function of allowing us to track client to project team communication that comes through the help desk.

**Production Escalation Process** – Once an issue has been received and a Severity level assigned the Client Services technician, delivery team members, or management will own the issue up to the maximum times defined below before moving to the next escalation level. Any team member can escalate to the next level prior to the maximum time expiring if the situation requires additional resources.



## Production Escalation Chart

The Escalation chart outlines how Office Hours impact escalation times.

<b>Production Escalation Chart</b>				
<b>During FDGS Office Hours (8:00 am – 5:00 pm EST, M- F)</b>				
<b>Contact Person</b>	<b>Severity 1 Critical (System Down)</b>	<b>Severity 2 Loss of Functionality</b>	<b>Severity 3 General Inquiry or Question</b>	<b>Severity 4 Client questions to Project Team</b>
Client Services Tech on Duty	2 Hours*	2 Hours*	24 Hours	72 Hours
Account Manager or Project Manager	2 Hours	4 Hours	336 Hours (2 weeks)	336 Hours (2 weeks)
Solution Director	2 Hours	4 Hours	***** After two weeks the Project Manager meets with Management to devise an appropriate action plan for the Final Resolution of the case. *****	
Outsourcing and Solution Center Vice Presidents	2 Hours	4 Hours		
Tom Siekman Executive Vice-President	Final Resolution	Final Resolution		
* All Severity 1 and Severity 2 issues require the Technician on Duty to immediately inform the Account Manager or Project Manager of the situation.				
<b>After Hours, Weekends, and Holidays</b>				
<b>Contact Person</b>	<b>Severity 1 Critical (System Down)</b>	<b>Severity 2 Loss of Functionality</b>	<b>Severity 3 General Inquiry or Question</b>	<b>Severity 4 Client questions to Project Team</b>
Client Services Technician on Duty	2 Hours*	2 Hours*	Next Business Day - Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)	<b>Next Business Day -</b> Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)
Escalate in this order: Account Manager or Project Manager	Project Manager or designee will Contact the Client	Project Manager or designee will Contact the Client to	***** After two weeks the Project Manager meets with Management to devise an appropriate action plan	



<p>Solution Director</p> <p>Michael Brooks Solution Center Vice- President or Chuck Eliassen Outsourcing Vice President</p> <p>Tom Siekman or Greg Bishop Executive Vice- President</p>	<p>to Discuss Resolution and Timing</p>	<p>Discuss Resolution and Timing</p>	<p>for the Final Resolution of the case. *****</p>
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**System Administration**

The First Data Government Solutions Help Desk is available to help clients with questions relating to generic script administration, line configuration, and statistical analysis. When necessary, we will walk clients through running reports and making appropriate changes. These calls would fall under the General Inquiry or Question classification.



### **Daily Automated Remote System Monitoring**

The First Data Government Solutions Help Desk monitors customer's AccessNet™ solutions via a customized system report. This system report is scheduled and automatically transmitted for review by our support staff. It monitors the performance of the client's system and interrogates system log files to expose and diagnose any problem areas that may be in their infancy. Therefore, we prevent problems before they occur.

### **Platinum Heartbeat / Web-beat Monitoring**

This service calls the IVR and/or accesses the WEB application once an hour each day to confirm that the application is available to the public. This automated transaction simulates a small sampling of the script to confirm that the application answers the call (i.e. IVR, phone service is available) or connects to the WEB site (i.e. WEB server/application is available) and that the database is operating (i.e. a test ID is properly confirmed). If the transaction receives an unexpected response, a First Data Government Solutions support technician is paged. At that time the First Data Government Solutions support technician will troubleshoot the problem in order to provide issue resolution and contact the system administrator if needed. The service will be aware of the specific application's scheduled downtime and not report this incorrectly as an error.

### **New AccessNet™ product releases and upgrades**

New product releases and upgrades for AccessNet™ products are included in the cost of your Platinum Maintenance plan. This includes the cost of the new release or upgrade as well as the labor to install it. Upgrades are installed when the new features will positively affect your application. When this situation occurs, a First Data Government Solutions support technician will contact you to coordinate a time for the installation. New product releases are only available for AccessNet™ products.

Also included in your Platinum plan are updates to documentation. When a new release of AccessNet™ has been installed on your system, it comes with a set of release notes. These are available on-line and list new features and enhancements. They come with a help look up function as well as a system administrator's guide.

### **Remote Disaster Recovery Assistance**

In the event of a system crash, the First Data Government Solutions Help Desk will assist with installation of the Windows 2003 operating system, service packs, driver and support software packages including PC Anywhere, Dialogic, MS Access, etc. First Data Government Solutions will lead in the installation of the AccessNet™ and custom application software along with any troubleshooting or fine-tuning that is required to complete the recovery.

The client is responsible to have the original software and licenses, along with tape or network backups available at the time of recovery.

- *In the event the system failure was a result of the customer making unauthorized modifications to software or hardware, First Data Government Solutions will provide a time and material quote for the Disaster Recovery Assistance. Also, should the client require on-site recovery assistance, First Data Government Solutions will provide a time and material quote.*
- *If the customer does not have the resources available on-site to assist with the Disaster Recovery, the customer can send the server to our facility for repair. If this option is selected, First Data Government Solutions will provide the customer with a time and material quote*





Date: August 26, 2008

Maintenance Quote  
Exhibit B

First Data Government Solutions  
11311 Cornell Park Drive, Suite 300  
Cincinnati, Ohio 45242  
[www.firstdata.com](http://www.firstdata.com)

To: Carol Webber  
Family Independence Agency  
1000 Long Blvd.  
Lansing, MI 48913

For: AccessNet Software Application Maintenance Standard/Gold

Item	Qty	Product	Description	Price	Total
1	15	Maintenance	Annual maintenance for counties with 4 to 16 ports - Standard Level - Allegan, Bay, Eaton, Ionia, Lenawee, Livingston, Midland, Montcalm, Newaygo, Ottawa, Saginaw, Van Buren, Washtenaw, Grand Traverse, St. Clare	\$4,419.00	\$66,285.00
2	10	Maintenance	Annual maintenance for counties with 17 to 32 ports - Standard Level - Calhoun, Jackson, Kalamazoo, Kent, Macomb, Monroe, Muskegon, Berrien, Genesee, Ingham	\$5,690.00	\$56,900.00
3	1	Maintenance	Annual maintenance for counties with 48 ports - Standard Level - Oakland	\$8,374.00	\$8,374.00
4	1	Maintenance	Annual maintenance for - Gold Level - Wayne County	\$20,231.25	\$20,231.25
5	54	Maintenance	Annual maintenance for counties with 6 Ports - Standard Level housed in Lansing, MI - Alcona, Alger, Alpena, Arenac, Baraga, Barry, Benzie, Branch, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Gratiot, Houghton, Hillsdale, Huron, Iosco, Iron, Isabella, Kalkaska, Keewenaw, Lake, Lapeer, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Missaukee, Montmorency, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Sanilic, Schoolcraft, Shiawassee, St. Joseph, Tuscola, Wexford	\$1,574.00	\$84,996.00
6	1	Maintenance	Support Specialist App	\$2,779.00	\$2,779.00
				<b>Total Due:</b>	<b>\$239,565.25</b>

**Vendor ID: 2592957887/012**

Annual AccessNet Software Maintenance for the period October 1, 2008 - September 30, 2009  
Standard Level Selected for all counties but Wayne. Wayne County at Gold level.

This is not an offer or binding quote. This is a firm estimate that must be superseded by a signed binding agreement containing all the terms and conditions of the transaction. All dollar amounts are listed in US dollars. Terms are net 30 days

There are 28 premise-based systems that are serving 83 counties across the state. The maintenance support pricing is at the Standard level (12 hour coverage, 8AM to 8PM Monday through Friday ) except Wayne County which is supported at the Gold level (24 hour coverage, Monday 8AM through Friday 8PM). The counties served under this support program are listed above. No hardware support will be provided. This quote is valid until September 30, 2008

Quote created by: **Bonnie Bausmith**





Date: July 31, 2008

Maintenance Quote  
Exhibit B

First Data Government Solutions  
11311 Cornell Park Drive, Suite 300  
Cincinnati, Ohio 45242  
[www.firstdata.com](http://www.firstdata.com)

To: Carol Webber  
Family Independence Agency  
1000 Long Blvd.  
Lansing, MI 48913

For: AccessNet Software Application Maintenance Gold/Platinum

Item	Qty	Product	Description	Price	Total
1	15	Maintenance	Annual maintenance for counties with 4 to 16 ports - Gold Level - Allegan, Bay, Eaton, Ionia, Lenawee, Livingston, Midland, Montcalm, Newaygo, Ottawa, Saginaw, Van Buren, Washtenaw, Grand Traverse, St. Clare	\$5,524.05	\$82,860.75
2	10	Maintenance	Annual maintenance for counties with 17 to 32 ports - Gold Level - Calhoun, Jackson, Kalamazoo, Kent, Macomb, Monroe, Muskegon, Berrien, Genesee, Ingham	\$7,112.70	\$71,127.00
3	1	Maintenance	Annual maintenance for counties with 48 ports - Gold Level - Oakland	\$10,467.45	\$10,467.45
4	1	Maintenance	Annual maintenance for - Platinum Level - Wayne County	\$22,659.00	\$22,659.00
5	54	Maintenance	Annual maintenance for counties with 6 Ports - Gold Level housed in Lansing, MI - Alcona, Alger, Alpena, Arenac, Baraga, Barry, Benzie, Branch, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Delta, Dickinson, Emmet, Gladwin, Gogebic, Gratiot, Houghton, Hillsdale, Huron, Iosco, Iron, Isabella, Kalkaska, Keewenaw, Lake, Lapeer, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Missaukee, Montmorency, Oceana, Ogemaw, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Sanilic, Schoolcraft, Shiawassee, St. Joseph, Tuscola, Wexford	\$1,968.00	\$106,272.00
6	1	Maintenance	Support Specialist App	\$3,473.40	\$3,473.40
				<b>Total Due:</b>	<b>\$296,859.60</b>

**Vendor ID: 2592957887/012**

Annual AccessNet Software Maintenance for the period October 1, 2008 - September 30, 2009  
Gold Level Selected for all counties but Wayne. Wayne County at Platinum level.

This is not an offer or binding quote. This is a firm estimate that must be superseded by a signed binding agreement containing all the terms and conditions of the transaction. All dollar amounts are listed in US dollars. Terms are net 30 days

There are 28 premise-based systems that are serving 83 counties across the state. The maintenance support pricing is at the Gold level (24 hour coverage, Monday 8AM through Friday 8PM) except Wayne County which is supported at the Platinum level (24 hour coverage, 7 days a week including holidays). The counties served under this support program are listed above. No hardware support will be provided. This quote is valid until September 30, 2008

Quote created by: Bonnie Bausmith

