



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

CONTRACT CHANGE NOTICE

Change Notice Number **21**
to
Contract Number **071B3200034**

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268	Contract Administrator	Matt Weiss		DTMB
	Andy Bolinger				
	773-425-3446			(517) 256-9895	
	andy.bollinger@nice.com				
	CV0063503			weissm4@michigan.gov	

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,517,165.91	\$15,000,000.00	\$40,517,165.91		
DESCRIPTION				
Effective 1/4/2022, this Contract is hereby increased by \$15,000,000 to cover outstanding FY21 invoices and projected spend for FY22.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 1/4/2022.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **20**
 to
 Contract Number **071B3200034**

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268		Contract Administrator	Matt Weiss	DTMB
	Andy Bolinger			(517) 256-9895	
	773-425-3446			weissm4@michigan.gov	
	andy.bollinger@nice.com				
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,381,165.91	\$136,000.00	\$25,517,165.91		
DESCRIPTION				
Effective 10/28/2021, the Contract is hereby increased by \$136,000.00 to support work on Change Notice 19 for Treasury Collections. Additional funding is required on the Master Agreement.				
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **19**
 to
 Contract Number **071B3200034**

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268		Contract Administrator	Matt Weiss	DTMB
	Andy Bolinger			(517) 256-9895	
	773-425-3446			weissm4@michigan.gov	
	andy.bollinger@nice.com				
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,381,165.91	\$0.00	\$25,381,165.91		
DESCRIPTION				
Effective 10/28/2021, the following amendment hereby incorporated into the Contract to facilitate the implementation of the NICEinContact cloud contact center which will replace the current Five9 platform in use by Treasury Collections. Total cost is \$198,890.00.				
No additional funding is needed at this time; existing funds are adequate to support this change.				
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov



Service Contract

Customer: Michigan Department of Treasury
Contact: Bill Pemble
Phone: (989) 667-6802
Email:

Address: 430 West Allegan Street
City: Lansing
State: MI
Zip: 48933

Quote Number: Q-106762
Term: 36 months
Payment Terms: 45 days
Currency: U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
CXone Essentials Suite (per Concurrent User)	100.00	\$170.00	\$17,000.00
Active Storage (Per GB)	1.00	\$0.30	\$0.30
CXone Additional Concurrent Universal Port (Beyond 3 ports included)	1.00	\$34.00	\$34.00
Long Term Storage (per GB)	1.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	\$1.38
CXone FedRAMP (per Concurrent User)	100.00	\$19.00	\$1,900.00
CXone Personal Connection (per Concurrent User)	100.00	\$28.00	\$2,800.00
CXone Business Intelligence Viewer License (per Concurrent User)	1.00	\$4.00	\$4.00
CXsuccess Premier Package	1.00	\$3,000.00	\$3,000.00
CXone Messaging Toll Free Long Code - US/Canada	1.00	\$5.00	\$5.00
CXone Feedback Management Add'l Survey Response	1.00	\$1.00	\$1.00
CXone Feedback Management VoC (per Agent)	100.00	\$23.00	\$2,300.00
CXone Feedback Management IVR Channel (per BU)	1.00	\$0.00	\$0.00
CXone Feedback Management Add'l Application Language (per Language)	1.00	\$500.00	\$500.00
CXone Feedback Management Speech to Text (per BU)	1.00	\$1,250.00	\$1,250.00
CXone Feedback Management Auto Translate (per BU)	1.00	\$850.00	\$850.00
NICE inContact CXone Subscriptions TOTAL:			\$29,645.78

Minimum Monthly Commitment:

USD 22,235

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
CXone Email Implementation	1.00	\$800.00	\$800.00
Corporate Professional Services Implementation	1.00	\$24,000.00	\$24,000.00
25 Menu Options DTMF Navigation	2.00	\$1,600.00	\$3,200.00
50 Point of Contact Based Routing	2.00	\$800.00	\$1,600.00
CXone CRM Driven ScreenPOP/Call Routing Implementation	1.00	\$6,000.00	\$6,000.00
Corporate Onboarding Package	1.00	\$12,000.00	\$12,000.00
CXone ACD Training - Core	1.00	\$5,200.00	\$5,200.00
Professional Services Hours	1.00	\$200.00	\$200.00
CXone Essentials Suite Implementation	1.00	\$16,400.00	\$16,400.00
CXone Personal Connection ProActive XS Integration	1.00	\$6,000.00	\$6,000.00
CXone Personal Connection Implementation	1.00	\$2,400.00	\$2,400.00
CXone Personal Connection Training - Complex Configuration	1.00	\$1,000.00	\$1,000.00
Pro Services Platinum-Block (20 Hours)	5.00	\$3,840.00	\$19,200.00
CXone Messaging Application Implementation	1.00	\$1,200.00	\$1,200.00
CXone Messaging Toll Free - SETUP	1.00	\$4.00	\$4.00
CXone Feedback Management VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	\$8,000.00	\$8,000.00
CXone Feedback Management Speech to Text Implementation	1.00	\$1,600.00	\$1,600.00
Implementation & Training TOTAL:			\$108,804.00

Network Connectivity

Monthly Network Connectivity Subscriptions			
Product	Quantity	Price	Total Price
CXone Local Number [US & CAN]	1.00	\$5.00	\$5.00
CNAM	1.00	\$1.00	\$1.00
CXone Domestic Toll Free Number [US & CAN]	1.00	\$1.00	\$1.00
IPSec	1.00	\$50.00	\$50.00
Monthly Network Connectivity Subscriptions TOTAL:			\$57.00

Network Connectivity Setup & Activation			
Product	Quantity	Unit Price	Total Price
CXone Local Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00

Product	Quantity	Unit Price	Total Price
CXone Local Number Activation [US & CAN]	1.00	\$100.00	\$100.00
Telecom Porting Fee	1.00	\$20.00	\$20.00
CXone Domestic Toll Free Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00
CXone Domestic Toll-Free Activation [US & CAN]	1.00	\$10.00	\$10.00
IPSec - SETUP	1.00	\$500.00	\$500.00
Network Connectivity Setup & Activation TOTAL:			\$632.00

Contract Terms

Actual monthly charges will vary based on usage. All services listed on this Service Contract are provided under the terms of the Master Terms of Use ("Terms") between Customer and inContact, which are incorporated herein by reference. Both Parties agree to the Services and charges listed in this Service Contract, including all Schedules attached hereto, which are hereby incorporated by reference. In the event of any conflict between this Service Contract and the Terms, this Service Contract shall govern. Each of the undersigned represents that he or she is duly authorized to execute this Service Contract on behalf of the party he or she represents. inContact does not accept additional terms or conditions included on purchase orders or similar documents.

Payment Terms

The Minimum Technical MRC for each month shall be as follows:

From January 1, 2022: \$7,412;

From July 1, 2022: \$14,823;

From January 1, 2023: \$22,235.

Schedule A

Usage Rates

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (lower 48 states)	0.0130	0.0110
Extended Calling Areas		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International	See International Rates	See International Rates
Local Inbound US	0.0100	N/A
Local Inbound Canada	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (default)	0.0150	0.0150
<i>- USA Lower 48 rates are billed in 6 second increments with a 6 second minimum. 4th decimal rate rounding</i> <i>- Extended and International rates are billed in 6 second increments with a 30 second minimum, with exception of Mexico which is billed in 60 second increments with a 60 second minimum. 4th decimal rate rounding</i>		

Schedule B

On-Demand Services

The following products are available for purchase later at the prices listed below. In the event the same products are listed at a lower price in the Service Contract above, the products below shall be available at the corresponding lower price listed in the Service Contract.

Monthly Software Subscriptions	
Product	Price
Active Storage (per GB) up to 1TB	USD 0.30
Active Storage (per GB) 1TB - 10TB	USD 0.27
Active Storage (per GB) over 10TB	USD 0.22
Long Term Storage (per GB)	USD 0.10
Long Term Storage Retrieval (per GB)	USD 1.38
Web RTC Softphone	USD 0.00

Monthly Network Connectivity Subscriptions	
Product	Price
Domestic US and CAN Local Number	USD 5.00
CNAM	USD 1.00
Domestic US Toll-Free Number	USD 1.00
Hosted IP Voice – Standard	USD 11.99
Hosted IP Voice – TLS	USD 13.99
SIP Connectivity over Internet	USD 10.00

Professional Services
<p>Additional Professional Services time may be purchased at \$250 per hour (additional charges may apply). Cancellation or postponement of Professional Services by Customer more than 22 days prior to the scheduled Professional Services shall not accrue a cancellation charge. Any cancellation or postponement by Customer within 14-21 days of the scheduled Professional Services shall accrue a cancellation fee of Twenty Percent (20%) of Training/Onboarding List Price plus any applicable travel cancellation costs; within 13 days of the scheduled Professional Services shall accrue a cancellation fee of Fifty Percent (50%) of the training/onboarding List Price plus any applicable travel cancellation costs. Travel and associated expenses are extra.</p>

Non-Recurring Network Connectivity	
Product	Price
Domestic US and CAN Local Number Activation (per BU)	USD 100.00
Domestic US and CAN Local Number – Setup	USD 1.00
Domestic US Toll-Free Activation (per BU)	USD 10.00
Domestic US Toll-Free Number – Setup	USD 1.00
Hosted IP Voice – Setup	USD 20.00
SIP Connectivity over Internet – Setup	USD 10.00
Softphone License Setup	USD 45.00

CXone Messaging Usage Rates

Country	Long Code Inbound	Toll Free Inbound	Short Code Inbound
New Zealand	Not Available	Not Available	\$0.1950
All	USD 0.0100	USD 0.0100	USD 0.0100

Country	Long Code Outbound	Toll Free Long Code Outbound	Short Code Outbound
USA	USD 0.0100	USD 0.0100	USD 0.0150
Canada	USD 0.0150	USD 0.0100	USD 0.0200
Australia	USD 0.0770	Not Available	Not Available
Belgium	USD 0.1450	Not Available	Not Available
Denmark	USD 0.0570	Not Available	Not Available
Finland	USD 0.1300	Not Available	Not Available
France	USD 0.1100	Not Available	Not Available
Germany	USD 0.1550	Not Available	Not Available
Ireland	USD 0.1100	Not Available	Not Available
Israel	USD 0.0265	Not Available	Not Available
Italy	USD 0.1200	Not Available	Not Available
Mexico	USD 0.0600	Not Available	Not Available
New Zealand	Not Available	Not Available	\$0.1950
Norway	USD 0.1100	Not Available	Not Available
Poland	USD 0.0560	Not Available	Not Available
Portugal	USD 0.0660	Not Available	Not Available
Spain	USD 0.1450	Not Available	Not Available
Sweden	USD 0.0950	Not Available	Not Available
Switzerland	USD 0.0950	Not Available	Not Available
United Kingdom	USD 0.0460	Not Available	Not Available

NICE inContact CXone Subscriptions

CXone Essentials Suite (per Concurrent User)

- 1 User License - Concurrent Users are billed based on the highest number of users logged into the platform at any one time during the month.
 - 3 Universal Port – Used for IVR Call Monitoring
 - Virtual queue
 - Agent Scripting
 - Text to Speech
 - Call conferencing (long distance charges apply)
 - Monitor, Coach, and Barge functionality
 - Additional features and services included with this contract:
 - 5 GB of storage per Concurrent User for recordings, prompts, scripts, messages, and files.
 - Additional charges may apply for more storage
 - Contact Center all-inclusive reporting
 - IVR programming toolset
 - Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
 - 24 x 7 Network Operations Center monitoring
 - Redundant servers in Software as a Service model
 - Standard technical support
 - Product maintenance and enhancement releases
 - NICE inContact University with the latest eLearning product courses
 - Online documentation and help
-
- MAX Integrated Softphone:
 - MAX Integrated Softphone and agent usage for connectivity between Agent and the NICE inContact Platform for 2-way voice service
 - Softphone fully integrated into the NICE inContact MAX Interface. All voice communication controls delivered via MAX. No separate downloaded softphones or desk-phones required
 - Two-way voice connectivity between Agent and NICE inContact using WebRTC (Web Real Time Communications) protocol and compatible browsers
 - CXone Audio Recording Advanced:
 - Audio Recording Advanced (total or %-based)
 - Search
 - Playback
 - Encryption
 - CXone Digital Channels:
 - Unlimited Digital Channels include:
 - CXone Chat, CXone Email, Digital First Chat, Digital First Email, SMS, Facebook, Instagram, Line, LinkedIn, Telegram, Apple Apps Review, Google Places, Google Play, YouTube, Apple Business Chat, Viber, BYO Channel
 - Includes Live Agents only – no BOTs, Surveys, Alerts, or Proactive Outbound Campaigns
 - Limited Digital Channels include:
 - Twitter (1 account)
 - WhatsApp (1 number)
 - Channels are subject to regional availability.
 - See product specific terms for channel specific restrictions.
 - Fair use policy: Not to exceed 50,000 messages, per agent, per month. Messages are defined as those routed by the system or subsequent responses by the agent.
 - SMS codes (long, short, toll free) and associated message rates are not included.
 - CXone Screen Recording:
 - Screen Recording (total or %-based)
 - Search
 - Playback
 - Encryption
 - CXone Quality Management:
 - Form Designer
 - Evaluation
 - Calibration
 - Dispute
 - Coaching
 - Dashboards
 - Quality Planner

Active Storage (Per GB)

- Storage and management of recordings, prompts, scripts, messages, and files.
- Billed per GB beyond the free storage included with the license.
- Rate per GB follows a tiered model.
- Once the storage usage fills up one tier, additional usage will be billed at the next tier rate. *refer to Schedule B for tiers.

CXone Additional Concurrent Universal Port (Beyond 3 ports included)

- Universal Port in excess of 3 ports included with seat Used for IVR and Voice

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
 - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
 - Seamless data transfer from short-term to long-term storage
 - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
 - Scalable cloud infrastructure
 - State-of-the-art data encryption technology

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
 - Comprehensive metadata search capabilities for easy retrieval
 - Move files to active storage for analysis, audits, and other needs
 - Time for files to remain in active storage can be specified during retrieval

CXone FedRAMP (per Concurrent User)

- FedRAMP 'Moderate' authorized secure environment for federal agencies as well state and other security-sensitive customers.
- Billed per User. This quantity will match the seat license quantity that customer uses.
- Key product features & components:
 - Secure, compliant multi-factor authentication for customers
 - Restricted access and greater protection to all data types
 - Hardened FedRAMP architecture
 - Additional monitoring and security tools and processes

CXone Personal Connection (per Concurrent User)

- Outbound dialing solution
- Concurrent Users are billed based on the highest number of users logged into the platform at any one time during the month
- Included in the license:
 - 2 Personal Connection software ports
- Additional Personal Connection Requirements and Information:
 - Personal Connection requires the use of an inContact ACD license.
 - An ACD User License includes a Universal Port that may also be used by Personal Connection meaning a total of three Ports (1 Universal Port and 2 Personal Connection Software Ports) are accessible by Personal Connection

CXone Business Intelligence Viewer License (per Concurrent User)

- CXone Business Intelligence allows users to view and analyze interactive reports from their organization, and receive actionable insights across teams and channels.
The CXone Business Intelligence Viewer License will be included at no charge for 10% of users (concurrent or configured based on the customer billing model) on the platform during any given month.
Customer will only be billed per additional user beyond 10%
Main personas to use CXone Business Intelligence are: supervisors, managers and analysts for advanced contact center data analysis.
- Key product features & components:
 - o Interactive reports that focus on business needs and value
 - o Multiple widgets displaying different views of the report data
 - o Filtering at the report level or at the widget level

- o Advanced sorting options for each widget
- o Drill-down capabilities to analyze data in more detail
- o Export to PDF, Excel, CSV
- o Build custom data visualizations to suit your specific needs
- o Schedule and share reports

CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at \$2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of \$250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of \$75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

CXone Messaging Toll Free Long Code - US/Canada

- Randomly generated 10-digit text-enabled number used to send and receive SMS messages in the United States and Canada.
- Supports receiving and sending of messages in the continental US and Canada only.
- Messages configured for any other destination will be rejected by the carrier
- Billed per code per month

CXone Feedback Management Add'l Survey Response

- The survey responses can be collected on any channel configured on the platform.
- Billed monthly based on total number of survey's received for each channel beyond survey's included with the license.
- Key product features & components:
 - Ability to use responses to create dashboards and reports for different roles
 - Ability to create alerts and notification on responses for close loop process
 - Export response out of the application using scheduled jobs or APIs

CXone Feedback Management VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Billed monthly based on number of agents with responses during the month.
- Minimum 50 agent licenses must be purchased.
- 1 Power User per BU is included
- 30 responses per agent across all channels per month.
- Overage rate is applied per Add'l Survey Response contracted rate beyond the 30 included per agent
- Key product features & components:
 - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat,WhatsApp) depending on channel(s) implemented
 - Open API's allow for quick connections to existing solutions
 - Workflows to perform and measure follow-up actions
 - Ability to share dashboards and send PDF reports
 - Provides out-of-box advanced VoC analytics

CXone Feedback Management IVR Channel (per BU)

- Key product features & components:
 - Ability to Survey Via IVR Channel
 - Ability to skip invitation based on touch rules

CXone Feedback Management Add'l Application Language (per Language)

- Provides the option to configure the application to work in different languages based on user's preference
- Billed monthly based on number of enabled application languages in the month
- Key product features & components:
- Ability to enable additional application language
- Users can set their preferred application language
- Supports 5 application languages – English, Spanish, French, German and Japanese
- The platform comes with a default primary application language
- Additional application language needs to be purchased separately

CXone Feedback Management Speech to Text (per BU)

- IVR surveys can have verbatims transcribed to text.
- Billed monthly per the contracted quantity and rate
- Up to 7,500 comments included
- Overage beyond what is included will be billed at the contracted rate.

CXone Feedback Management Auto Translate (per BU)

- Ability to translate the survey text comments from various languages supported by Google Translation API to English
- Billed monthly per the contracted quantity and rate
- Up to 7,500 text comments included
- Overage rate of \$.10 per text comment beyond 7,500 included

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

CXone Email Implementation

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
 - One email script to support one email skill.
 - Email scripts/skills includes:
 - Automated email received response
 - inContact dot-com email addresses provided to customer to be embedded into their existing website

Corporate Professional Services Implementation

INCLUDES

- 100 seats (\$100 per additional seat)
- Designated Implementation Manager (SME)
- Post go-live stabilization and support of an estimated two weeks as agreed upon by project stakeholders.
- Up to 120 Project Hours** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. **Project hours expire if not used within 6 months.

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote

- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

CXone CRM Driven ScreenPOP/Call Routing Implementation

- Adds integration to a single CRM solution to support a screenpop or custom call routing
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Up to 3 database/web service calls which can be used to lookup, push, update to perform a screenpop or custom routing
 - Not all external CRM solutions supported

Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
 - Designated Customer Onboarding Manager Support ensuring proficiency with the NICE inContact Platform, role-based education on the core ACD/IVR product, assisting with company objectives and success metrics, and building and analyzing reports
 - Dedicated Enablement Manager go-live support for 3 consecutive business days for 1 location (*onsite or remote)
 - Partnering with managers, supervisors, administrators every step of the way during initial use of the NICE inContact technology
 - Achieving objectives and success metrics throughout engagement
 - Ensure proficiency during real world use
 - Assisting you to build and analyze reports
- *Travel and accommodations are extra for onsite

CXone ACD Training - Core

- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Professional Services Hours

CXone Essentials Suite Implementation

- Essentials Suite Implementation. Base Implementation is still required (i.e Workgroup, Corporate, Enterprise). Digital Channel Implementation will be quoted separately based on channels selected.
- Billed as a one-time (non-recurring) charge.
- Implementation and setup of CXone Audio Recording Advanced includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - Setup of call recording based on business needs
 - Application Overview
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support
- Implementation and setup of CXone Screen Recording includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session
 - Initial System Configuration
 - Application Overview
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support
- Implementation and setup of CXone Quality Management includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration

- User acceptance testing
- Go live support
- 2 weeks of Post Go Live Support
- CXone Quality Management Training includes:
 - Remote: instructor led training
 - Training on the CXone Quality Management platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
 - Estimated training duration - 2 days
 - Travel and accommodations are extra
 - Maximum of 12 participants

CXone Personal Connection ProActive XS Integration

- Personal Connection integration with a CRM data source via Proactive External Synchronization (XS)
- Billed as a one time (non-recurring) charge
- Integration includes:
 - 1 data source
 - Pull records from CRM or host system (check out)
 - Push information back to CRM or host system (check in)
 - Basic contact disposition
 - Basic outbound contact removal on inbound call
 - 1 additional customer selected interaction
 - Personal Connection Implementation not included in this package

CXone Personal Connection Implementation

- Implementation and setup of the Personal Connection outbound dialer
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Assigned Implementation Manager (IM) who remotely oversees the implementation end-to-end
 - 1-hour Business Requirements call that will serve as the basis for the Business Requirements Document (BRD). The Implementation Consultant will validate the configured software according to the BRD
 - Delivery of one custom Studio script. For example, the scripts can be used to provide standard call recording or a message laydown (agentless) application
 - Configuration of one campaign (skill)
 - eLearning training included. Instructor-led training available at additional cost.
 - IM provides remote launch support during the day of the go live.
 - 2 weeks post Go-Live support
 - Onsite support and additional scope is available at additional cost

CXone Personal Connection Training - Complex Configuration

- Remote: Virtual training
- This course covers the numerous and complex features used to increase control and efficiency of your outbound dialing campaigns using Personal Connection. During this session you will learn how to further customize your Personal Connection skills including Priority Management and Skill Blending, list and skill configuration for Multi-Number Dialing, record Filtering, and using advanced Answering Machine Detection settings.
- Estimated training duration - 2 hours
- Billed per course as a one time (non-recurring) charge

Pro Services Platinum-Block (20 Hours)

- This is a block of 20 hours of Professional Services
- Billed as a one time (non-recurring) charge

CXone Messaging Application Implementation

- A one-time charge to setup a Business Unit for Inbound (patron and agent conversation) SMS in the carrier's system
- Billed as a one-time (non-recurring) charge

CXone Messaging Toll Free - SETUP

- One-time setup to provision Long Code(s) in the carrier's system
- Billed as a one-time (non-recurring) charge

CXone Feedback Management VoC Implementation (Includes 1 Channel + 1 Survey)

Implementation of CXone Feedback Management for either of IVR, Email, SMS, Web Intercepts, Chat, WhatsApp

- Billed as a one-time (non-recurring) charge
- Implementation includes:
 - Setup of a single survey on one channel
 - Configuring Alerts, Notifications & Escalation workflows
 - Set up 2 dashboards
 - Provide 3 hours of training for Power Users on how to use and navigate the system
 - Power Users should complete the NPX platform training prior

CXone Feedback Management Speech to Text Implementation

- Implementation of NICE inContact CXone Feedback Mgt Speech to Text.
- Billed as a one time (non-recurring) charge
- Setup of IVR surveys that can have verbatims transcribed to text.



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

CONTRACT CHANGE NOTICE

Change Notice Number **18**
to
Contract Number **071B3200034**

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268		Contract Administrator	Matt Weiss	DTMB
	Andy Bolinger			(517) 256-9895	
	773-425-3446			weissm4@michigan.gov	
	andy.bollinger@nice.com				
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$25,328,365.91	\$52,800.00		\$25,381,165.91	
DESCRIPTION				
Effective 10/25/2021, this Contract is hereby increased by \$52,800.00 to provide services for DTMB-ORS. The following amendment is incorporated into the Contract.				
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov

NICE • inContact



Proposal Prepared for

State of Michigan Office Office of Retirement Services

CXone Monthly Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
CXone Core Suite (per Configured User)	125.00	\$137.70	\$17,212.50
Active Storage (Per GB)	1.00	\$0.30	\$0.30
CXone Additional Configured Universal Port (Beyond 3 ports included)	1.00	\$23.80	\$23.80
CXone FedRAMP (per Configured User)	125.00	\$9.80	\$1,225.00
CXone Business Intelligence Viewer License (per Configured User)	1.00	\$2.80	\$2.80
CXsuccess Care Package	1.00	\$0.00	\$0.00
Long Term Storage (per GB)	1.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	\$1.38
NICE inContact CXone Subscriptions TOTAL:			\$18,465.88

Minimum Technology MRC:

USD 9,233

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
CXone Chat Implementation	1.00	\$800.00	\$800.00
Workgroup Professional Services Implementation	1.00	\$12,400.00	\$12,400.00
CXone Core Suite Implementation	1.00	\$33,600.00	\$33,600.00
CXone IVR Quickstart Plus Implementation	1.00	\$6,000.00	\$6,000.00
Implementation & Training TOTAL:			\$52,800.00

Network Connectivity

Monthly Network Connectivity Subscriptions			
Product	Quantity	Price	Total Price
CXone Local Number [US & CAN]	1.00	\$5.00	\$5.00
CNAM	1.00	\$1.00	\$1.00
CXone Domestic Toll Free Number [US & CAN]	1.00	\$1.00	\$1.00
Monthly Network Connectivity Subscriptions TOTAL:			\$7.00

Network Connectivity Setup & Activation

Product	Quantity	Unit Price	Total Price
CXone Local Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00
CXone Local Number Activation [US & CAN]	1.00	\$100.00	\$100.00
Telecom Porting Fee	1.00	\$20.00	\$20.00
CXone Domestic Toll Free Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00
CXone Domestic Toll-Free Activation [US & CAN]	1.00	\$10.00	\$10.00
Network Connectivity Setup & Activation TOTAL:			\$132.00

Schedule A

Usage Rates

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (lower 48 states)	0.0130	0.0110
Extended Calling Areas		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International	See International Rates	See International Rates
Local Inbound US	0.0100	N/A
Local Inbound Canada	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (default)	0.0150	0.0150
- USA Lower 48 rates are billed in 6 second increments with a 6 second minimum. 4th decimal rate rounding - Extended and International rates are billed in 6 second increments with a 30 second minimum, with exception of Mexico which is billed in 60 second increments with a 60 second minimum. 4th decimal rate rounding		

Schedule B

On-Demand Services

The following products are available for purchase later at the prices listed below. In the event the same products are listed at a lower price in the Service Contract above, the products below shall be available at the corresponding lower price listed in the Service Contract.

Monthly Software Subscriptions	
Product	Price
Active Storage (per GB) up to 1TB	USD 0.30
Active Storage (per GB) 1TB - 10TB	USD 0.27
Active Storage (per GB) over 10TB	USD 0.22
Long Term Storage (per GB)	USD 0.10
Long Term Storage Retrieval (per GB)	USD 1.38
Web RTC Softphone	USD 0.00

Monthly Network Connectivity Subscriptions	
Product	Price
Domestic US and CAN Local Number	USD 5.00
CNAM	USD 1.00
Domestic US Toll-Free Number	USD 1.00
Hosted IP Voice – Standard	USD 11.99
Hosted IP Voice – TLS	USD 13.99
SIP Connectivity over Internet	USD 10.00

Professional Services
Additional Professional Services time may be purchased at \$250 per hour (additional charges may apply). Cancellation or postponement of Professional Services by Customer more than 22 days prior to the scheduled Professional Services shall not accrue a cancellation charge. Any cancellation or postponement by Customer within 14-21 days of the scheduled Professional Services shall accrue a cancellation fee of Twenty Percent (20%) of Training/Onboarding List Price plus any applicable travel cancellation costs; within 13 days of the scheduled Professional Services shall accrue a cancellation fee of Fifty Percent (50%) of the training/onboarding List Price plus any applicable travel cancellation costs. Travel and associated expenses are extra.

Non-Recurring Network Connectivity	
Product	Price
Domestic US and CAN Local Number Activation (per BU)	USD 100.00
Domestic US and CAN Local Number – Setup	USD 1.00
Domestic US Toll-Free Activation (per BU)	USD 10.00
Domestic US Toll-Free Number – Setup	USD 1.00
Hosted IP Voice – Setup	USD 20.00
SIP Connectivity over Internet – Setup	USD 10.00
Softphone License Setup	USD 45.00

CXone Core Suite (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
 - 3 Universal Port – Used for IVR Call Monitoring
 - Virtual queue
 - Agent Scripting
 - Text to Speech
 - Call conferencing (long distance charges apply)
 - Monitor, Coach, and Barge functionality
 - Additional features and services included with this contract:
 - 5 GB of storage per Configured User for recordings, prompts, scripts, messages, and files.
 - Additional charges may apply for more storage
 - Contact Center all-inclusive reporting
 - IVR programming toolset
 - Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
 - 24 x 7 Network Operations Center monitoring
 - Redundant servers in Software as a Service model
 - Standard technical support
 - Product maintenance and enhancement releases
 - NICE inContact University with the latest eLearning product courses
 - Online documentation and help
-
- MAX Integrated Softphone:
 - MAX Integrated Softphone and agent usage for connectivity between Agent and the NICE inContact Platform for 2-way voice service
 - Softphone fully integrated into the NICE inContact MAX Interface. All voice communication controls delivered via MAX. No separate downloaded softphones or desk-phones required
 - Two-way voice connectivity between Agent and NICE inContact using WebRTC (Web Real Time Communications) protocol and compatible browsers
 - CXone Audio Recording Advanced:
 - Audio Recording Advanced (total or %-based)
 - Search
 - Playback
 - Encryption
 - CXone Digital Channels:
 - Unlimited Digital Channels include:
 - CXone Chat, CXone Email, Digital First Chat, Digital First Email, SMS, Facebook, Instagram, Line, LinkedIn, Telegram, Apple Apps Review, Google Places, Google Play, YouTube, Apple Business Chat, Viber, BYO Channel
 - Includes Live Agents only – no BOTs, Surveys, Alerts, or Proactive Outbound Campaigns
 - Limited Digital Channels include:
 - Twitter (1 account)
 - WhatsApp (1 number)
 - Channels are subject to regional availability.
 - See product specific terms for channel specific restrictions.
 - Fair use policy: Not to exceed 50,000 messages, per agent, per month. Messages are defined as those routed by the system or subsequent responses by the agent.
 - SMS codes (long, short, toll free) and associated message rates are not included.
 - CXone Screen Recording:
 - Screen Recording (total or %-based)
 - Search
 - Playback
 - Encryption
 - CXone Quality Management:
 - Form Designer
 - Evaluation
 - Calibration
 - Dispute
 - Coaching
 - Dashboards
 - Quality Planner
 - CXone Workforce Management:
 - Forecasting and Scheduling

- Shift Bidding
- Time Off Management
- Reporting: Historical Adherence
- CXone Performance Management:
 - Customizable graphical content and KPIs
 - Integrated KPIs from 3rd party data sources
 - Real-time and historical reporting

Active Storage (Per GB)

- Storage and management of recordings, prompts, scripts, messages, and files.
- Billed per GB beyond the free storage included with the license.
- Rate per GB follows a tiered model.
- Once the storage usage fills up one tier, additional usage will be billed at the next tier rate. *refer to Schedule B for tiers.

CXone Additional Configured Universal Port (Beyond 3 ports included)

- Universal Port in excess of 3 ports included with seat
- Used for IVR and Voice

CXone FedRAMP (per Configured User)

- FedRAMP 'Moderate' authorized secure environment for federal agencies as well state and other security-sensitive customers.
- Billed per User. This quantity will match the seat license quantity that customer uses.
- Key product features & components:
 - Secure, compliant multi-factor authentication for customers
 - Restricted access and greater protection to all data types
 - Hardened FedRAMP architecture
 - Additional monitoring and security tools and processes

CXone Business Intelligence Viewer License (per Configured User)

- CXone Business Intelligence allows users to view and analyze interactive reports from their organization, and receive actionable insights across teams and channels.
The CXone Business Intelligence Viewer License will be included at no charge for 10% of users (concurrent or configured based on the customer billing model) on the platform during any given month.
Customer will only be billed per additional user beyond 10%
Main personas to use CXone Business Intelligence are: supervisors, managers and analysts for advanced contact center data analysis.
- Key product features & components:
 - o Interactive reports that focus on business needs and value
 - o Multiple widgets displaying different views of the report data
 - o Filtering at the report level or at the widget level
 - o Advanced sorting options for each widget
 - o Drill-down capabilities to analyze data in more detail
 - o Export to PDF, Excel, CSV
 - o Build custom data visualizations to suit your specific needs
 - o Schedule and share reports

CXsuccess Care Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Two customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization.
- Guidance, advocacy and best practice sharing provided via a team of Technical Success Advisors (TSAs)
- Telephone & email access to TSAs
- Project-driven professional services are available at a rate of \$250/hr. for large-scope projects requiring an extended services engagement
- Technical Account Manager onsite visits available for \$2500/day plus travel and expenses
- On-demand professional services hours are available at a rate of \$75 per 15 minutes
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
 - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
 - Seamless data transfer from short-term to long-term storage
 - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
 - Scalable cloud infrastructure
 - State-of-the-art data encryption technology

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
 - Comprehensive metadata search capabilities for easy retrieval
 - Move files to active storage for analysis, audits, and other needs
 - Time for files to remain in active storage can be specified during retrieval

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

CXone Chat Implementation

- Package to configure and implement Chat functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
 - One chat script to support one chat skill
 - Chat scripts/skills include:
 - Up to 20 questions and responses
 - URL provided to customer to be embedded into their existing website
 - Integration to a custom database or CRM not included

Workgroup Professional Services Implementation

INCLUDES

- 50 seats (\$100 per additional seat)
- Designated Implementation Manager (SME)
- Post go-live stabilization and support of an estimated two weeks as agreed upon by project stakeholders.
- Up to 32 Project Hours** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. **Project hours expire if not used within 3 months.

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

CXone Core Suite Implementation

Core Suite Implementation. Base Implementation is still required (i.e. Workgroup, Corporate, Enterprise). Digital Channel Implementation will be quoted separately based on channels selected.

- Billed as a one-time (non-recurring) charge.
- Implementation and setup of CXone Audio Recording Advanced includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - Setup of call recording based on business needs
 - Application Overview
 - User acceptance testing

- Go live support
- 2 weeks of Post Go Live Support
- Implementation and setup of CXone Screen Recording includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session
 - Initial System Configuration
 - Application Overview
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support
- Implementation and setup of CXone Quality Management includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support
- CXone Quality Management Training includes:
 - Remote: instructor led training
 - Training on the CXone Quality Management platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
 - Estimated training duration - 2 days
 - Travel and accommodations are extra
 - Maximum of 12 participants
- Implementation and setup of CXone Workforce Management includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - User acceptance testing
 - Additional web-based training included
 - Go-Live support
 - 2 weeks post Go-Live support
- CXone Workforce Management Training includes:
 - Remote: instructor led training
 - Training on the CXone Workforce Management platform to create forecasts, create schedules, agent schedule management and system administration.
 - Estimated training duration - 2 days
 - Travel and accommodations are extra
- Implementation and setup of CXone Performance Management includes:
 - Up to 3 prebuilt dashboards/wallboards
 - Access turned on and roles set up
 - TTT sessions to customize to company specific use-case/setup and the ability to maintain
 - 2-hour remote education
 - eLearning access and training guides

CXone IVR Quickstart Plus Implementation

- Implementation and setup of the inContact IVR with additional inclusions
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Up to 3 integration attributes from 1 system
 - Up to 150 Points of Contact
 - Up to 50 Menu Options
 - Managed Transfer / Blind Transfer to any other number
 - Automated Speech Recognition (ASR) NOT included
 - Not all CRMs included

Monthly Network Connectivity Subscriptions

CXone Local Number [US & CAN]

- Local telephone numbers for area codes within the 48 contiguous United States & Canada for client inbound calling to the NICE inContact platform
- Billed monthly per local number

CNAM

- CNAM (CallingNAME) provides the ability for receiving carriers to display the calling party's name to go with their 10-digit telephone number on Caller ID screens
- Billed on a monthly basis per local number that is input into the CNAM databases
- Terms: Customer warrants that they are authorized to use the Calling Names and associated local telephone numbers provided by them for input into the CNAM databases. Customer understands that input of Calling Name into CNAM databases does not ensure Calling Name delivery by receiving carriers to the Customer's called parties.

CXone Domestic Toll Free Number [US & CAN]

- Toll Free telephone numbers for client inbound calls within the 48 contiguous United States & Canada

Network Connectivity Setup & Activation

CXone Local Number [US & CAN] - SETUP

- Required setup fee for Local Numbers
- Billed as a one time (non-recurring) charge

CXone Local Number Activation [US & CAN]

- Required one-time activation fee with Local Number - Regular Per BU

Telecom Porting Fee

- Fee for porting existing numbers to inContact instead of ordering new numbers.
- Billed per number as a one time (non-recurring) charge

CXone Domestic Toll Free Number [US & CAN] - SETUP

- Required setup fee for NICE inContact Toll Free.

CXone Domestic Toll-Free Activation [US & CAN]

Required one-time activation fee if NICE inContact Toll Free is selected Per BU.



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

CONTRACT CHANGE NOTICE

Change Notice Number 17
 to
 Contract Number 071B3200034

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268				
	Andy Bolinger		Contract Administrator	Matt Weiss	DTMB
	773-425-3446			(517) 256-9895	
	andy.bollinger@nice.com			weissm4@michigan.gov	
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,319,478.01	\$8,887.90	\$25,328,365.91		
DESCRIPTION				
Effective 6/25/2021, the Contract is hereby increased by \$8,887.90 for the creation and training for test environment for DHHS Michigan Crisis Access Line (MiCAL) detailed in the attached statement of work for the period of June 1, 2021 - September 30, 2021.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov



Service Contract

Customer: Michigan Crisis Access Line
 Contact: Bill Pemble
 Phone: (989) 667-6802
 Email:

Address: 7285 Parsons Drive
 City: Dimondale
 State: MI
 Zip: 48821-5004

Quote Number: Q-102324
 Term: 12 months
 Payment Terms: 45 days
 Currency: U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
CXone Voice Agent (per Configured User)	10.00	\$80.75	\$807.50
Active Storage (Per GB)	1.00	\$0.30	\$0.30
CXone Additional Configured Universal Port (Beyond 3 ports included)	1.00	\$23.80	\$23.80
Active Storage (Per GB)	1.00	\$0.30	\$0.30
CXone Agent for Salesforce (per License)	10.00	\$14.00	\$140.00
CXsuccess Care Package	1.00	\$0.00	\$0.00
CXone FedRAMP (per Configured User)	10.00	\$9.80	\$98.00
NICE inContact CXone Subscriptions TOTAL:			\$1,069.90

Minimum Technology MRC:

USD 535

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
Workgroup Professional Services Implementation	1.00	\$5,600.00	\$5,600.00
CXone Voice Agent Implementation	1.00	\$2,100.00	\$2,100.00
Implementation & Training TOTAL:			\$7,700.00

Network Connectivity

Monthly Network Connectivity Subscriptions

Product	Quantity	Price	Total Price
NICE inContact CXone Local Number [US & CAN]	1.00	\$5.00	\$5.00
NICE inContact CXone Domestic Toll Free Number [US & CAN]	1.00	\$1.00	\$1.00
Monthly Network Connectivity Subscriptions TOTAL:			\$6.00

Network Connectivity Setup & Activation			
Product	Quantity	Unit Price	Total Price
NICE inContact CXone Local Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00
NICE inContact CXone Local Number Activation [US & CAN]	1.00	\$100.00	\$100.00
NICE inContact CXone Domestic Toll Free Number [US & CAN] - SETUP	1.00	\$1.00	\$1.00
NICE inContact CXone Domestic Toll-Free Activation [US & CAN]	1.00	\$10.00	\$10.00
Network Connectivity Setup & Activation TOTAL:			\$112.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **16**

to

Contract Number **071B3200034**

CONTRACTOR	InContact, Inc. dba NICEinContact	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268		Contract Administrator	Matt Weiss	DTMB
	Andy Bolinger			(517) 256-9895	
	773-425-3446			weissm4@michigan.gov	
	andy.bollinger@nice.com				
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,267,250.16	\$52,227.85	\$25,319,478.01		
DESCRIPTION				
Effective 4/1/2021, this Contract is increased by \$52,227.85 (Nonrecurring costs for Feedback Management \$8,000 + funds for Monthly recurring usage fees \$44,227.85) and the following amendment is hereby incorporated into the Contract to provide call center infrastructure services for MDHHS's MiCAL system.				
Additionally, Contractor's name is updated to InContact, Inc. dba NICEinContact as stated on CN 9. Previous CNs 10 - 15 were incorrectly stated.				

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov



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

Project Title: Nice*InContact Support for the Michigan Crisis Access Line	Period of Coverage: October 26, 2020-September 30, 2021
Requesting Department: Michigan Department of Health and Human Services (DHHS)	Date: February 19, 2021
Agency Program Manager: Jon Villasurda	Phone: 517-241-7193
DTMB Program Manager: Heather Eakin	Phone: 517-528-5675

I. BACKGROUND

The Michigan Crisis Access Line (MiCAL) is required by law: Public Act 12 of 2020 (MCL 330.1165), MiCAL will serve as a centralized crisis and access system for Michiganders seeking crisis and other behavioral health care services. It will be comprised of a 24/7 hotline, staffing, a command center, and a customer relationship management database. MiCAL will integrate with all local Prepaid Inpatient Health Plans/Community Mental Health Services Programs to refer, coordinate, and follow-up with providers and callers to ensure the optimal provision of services. It will provide essential and critical crisis services 24/7 through omni-channel communications and will directly link callers to local behavioral health service providers as appropriate. This directly bolsters access to crisis services, which is paramount to addressing mental health needs especially during the COVID-19 pandemic.

II. PROJECT OBJECTIVE

NICE*InContact (NICE or Contractor) will provide the call center and survey capabilities for MiCAL as described in the Contract ([071B3200034](#)). This contract change notice adds funds for usage of the services described in Contract Change Notice #14 and additional survey services.

III. SCOPE OF WORK

1. Included

Contact center infrastructure services
CXone subscriptions (software as a service) and support for the software
Survey capabilities (Feedback Management)
Participation in testing the integration with other components of MiCAL

2. Excluded

Staffing of the support line responders
Customer relationship management software
Translation software
Integration of the software packages

IV. TASKS AND DELIVERABLES

A. Maintenance and Operations

The Contractor will provide the following maintenance and operations (M&O) services:

- **Software as a Service:** hosting, subscriptions, network connectivity, storage and telephone numbers required to implement and use CXone

Contractor labor includes

- **Maintenance Services:** as described in the Contract.

V. PROJECT CONTROL AND REPORTS

A weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain the following:

1. Hours:

Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

2. Accomplishments:

Indicate what was worked on and what was completed during the current reporting period.

3. Upcoming Tasks:

Indicate tasks due within the next reporting period.

4. Risks:

Indicate any risks, problems, or issues, which could delay the project or endanger its success.

5. Funds:

Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

VI. PROJECT CONTACTS

The designated Contractor Technical Lead is:

Michael Ladewski
Implementations
1255 Winter Garden Vineland Rd Suite 140
Winter Garder, Florida
321-296-8187
MLadewski@skyboxcommunications.com

The designated Agency Program Manager is:

Jon Villasurda
Michigan Department of Health and Human Services
Behavioral Health & Developmental Disabilities
Elliott-Larsen Bldg
Lansing, MI 48933
516-241-7193
VillasurdaJ@michigan.gov

The designated DTMB Buyer is:

Matthew Weiss
Michigan Department of Technology, Management and Budget, DTMB Purchasing
Operations
Constitution Hall, 1st Floor
525 W. Allegan Street
Lansing, MI 48933
Office: 517-256-9895
WeissM3@michigan.gov

The designated DTMB Program Manager is:

Heather Eakin
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
517-528-5675
EakinH@michigan.gov

VII. PAYMENTS

Initial payments for the implementation and usage fees were noted in Contract Change Notice #14 with a total cost of \$22,696.15. This change includes funds of \$8,000.00 for the nonrecurring costs to implement the Feedback Management (survey capability) and an additional amount for monthly recurring charges, that are not to exceed \$44,227.85.

Service	Not to Exceed Amount
Initial implementation and usage fees per contract change notice #14.	\$22,696.15
Nonrecurring costs for Feedback Management	\$8,000.00
Monthly recurring usage fees.	\$44,227.85
Total	\$74,924.00

The new not-to-exceed total for all MiCAL charges is \$74,924.00.

VIII. GENERAL PROVISIONS

This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.



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

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **071B3200034**

CONTRACTOR	NICEinContact, Inc.	STATE	Program Manager	Various	DTMB
	PO Box 7247				
	Philadelphia, PA 19170-0268		Contract Administrator	Matt Weiss	DTMB
	Andy Bolinger			(517) 256-9895	
	773-425-3446			weissm4@michigan.gov	
	andy.bollinger@nice.com				
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,784,452.55	\$8,482,797.61		\$25,267,250.16	
DESCRIPTION				
Effective 12/8/2020, this Contract is increased by \$8,482,797.61 to continue contact center services through FY21 for UIA (\$6,161,069.76), MDOT (\$972,000.00), Civil Service (\$201,156.25), and DHHS (\$1,148,571.60).				
The Federal Provisions Addendum and Byrd Anti-Lobbying Certification are also incorporated into this Contract.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 12/8/2020.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	William Pemble	517-636-4741	pemblew@michigan.gov
MDOS	Amy Havens	517-275-0180	havensa@michigan.gov

COVID-19 Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department

of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and 12689 ([54 FR 34131; August 18, 1989](#)), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower

tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his

authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, NICEinContact, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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

CONTRACT CHANGE NOTICE

Change Notice Number 14

to

Contract Number 071B3200034

CONTRACTOR	NICEinContact, Inc.
	PO Box 7247
	Philadelphia, PA 19170-0268
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	CV0063503

STATE	Program Manager	William Pemble	DTMB
		517-636-4741	
		pemblew@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

NICE MAINT. AND SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,784,452.55	\$0.00	\$16,784,452.55		

DESCRIPTION

Effective 10/26/2020, the following amendment is hereby incorporated into the Contract to provide call center infrastructure services for MDHHS's MiCAL system. Total cost of this solution is \$22,696.15. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

NICE inContact

Service Contract

Customer: Michigan Crisis Access Line
Contact: Bill Pemble
Phone:
Email:

Address: 7285 Parsons Drive
City: Dimondale
State: MI
Zip: 48221-5004

Quote Number: Q-90108
Term: 7 months
Payment Terms: 45 days
Currency: U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
Call Center Global Package Configured	40.00	\$94.50	\$3,780.00
Additional Configured Universal Port (beyond 1 port included)	1.00	\$49.00	\$49.00
Active Storage (Per GB)	1.00	\$0.21	\$0.21
Long Term Storage (per GB)	1.00	\$0.07	\$0.07
Long Term Storage Retrieval (per GB)	1.00	\$0.97	\$0.97
Agent for Salesforce (per License)	40.00	\$14.00	\$560.00
FedRAMP (per Configured User)	40.00	\$14.00	\$560.00
CXsuccess Care Plus Package	1.00	\$1,000.00	\$1,000.00
NICE inContact CXone Subscriptions TOTAL:			\$5,950.25

Minimum Technology MRC:

USD 2,500

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
NICE inContact Fast Start Call Center Implementation	1.00	\$10,800.00	\$10,800.00
Implementation & Training TOTAL:			\$10,800.00

Network Connectivity

Monthly Network Connectivity Subscriptions

Product	Quantity	Price	Total Price
Local Number [US]	1.00	\$5.00	\$5.00
Domestic Toll Free Number [US]	1.00	\$1.00	\$1.00
SmartConnect Bandwidth up to 500 Mbps	1.00	\$1,100.00	\$1,100.00
SmartConnect Intelligent Last Mile Mgt (ILMM)	1.00	\$349.30	\$349.30
Monthly Network Connectivity Subscriptions TOTAL:			\$1,455.30

Network Connectivity Setup & Activation

Product	Quantity	Unit Price	Total Price
Local Number [US] - SETUP	1.00	\$1.00	\$1.00
Local Number Activation [US]	1.00	\$100.00	\$100.00
Domestic Toll Free Number [US] - SETUP	1.00	\$1.00	\$1.00
Domestic Toll-Free Activation	1.00	\$10.00	\$10.00
SmartConnect x1500 Hardware	2.00	\$1,189.30	\$2,378.60
SmartConnect Cato Deployment Setup / Remote Support (per Site)	1.00	\$2,000.00	\$2,000.00
Network Connectivity Setup & Activation TOTAL:			\$4,490.60

Schedule A

Usage Rates

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	0.0130	0.0110
Extended Calling Areas**		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International**	See International Rates	See International Rates
Local Inbound	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (Default)	0.0150	0.0150
* USA Contiguous States are billed in 6-second increments with a 6-second minimum, 4 th decimal rate rounding		
** Extended and International Rates are billed in 6-second increments with a 30-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum, 4 th decimal rate rounding		



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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

CONTRACT CHANGE NOTICE

Change Notice Number 13

to

Contract Number 071B3200034

CONTRACTOR	NICEinContact, Inc.
	PO Box 7247
	Philadelphia, PA 19170-0268
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	CV0063503

STATE	Program Manager	William Pemble	DTMB
		517-636-4741	
		pemblew@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

NICE MAINT. AND SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,784,452.55	\$0.00	\$16,784,452.55		

DESCRIPTION

Effective 9/15/2020, the following amendment is hereby incorporated into the Contract to replace and stabilize contact center services used by Child Welfare Centralized Intake under MDHHS's Child Protective Services which takes calls reporting child abuse and neglect. Total cost of this solution is \$229,533.25. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

NICE · inContact



Proposal Prepared for

State of Michigan DHHS Child Protective Services

CXone Monthly Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
Call Center Global Package Concurrent	45.00	\$132.30	\$5,953.50
Additional Concurrent Universal Port	1.00	\$49.00	\$49.00
Active Storage (Per GB)	1.00	\$0.21	\$0.21
Long Term Storage (per GB)	1.00	\$0.07	\$0.07
Long Term Storage Retrieval (per GB)	1.00	\$0.97	\$0.97
Agent for Salesforce (per License)	1.00	\$14.00	\$14.00
FedRAMP (per Concurrent User)	45.00	\$20.00	\$900.00
CXsuccess Care Package	1.00	\$0.00	\$0.00
Workforce Engagement Management (per Configured User)	216.00	\$49.00	\$10,584.00
NICE inContact CXone Subscriptions TOTAL:			\$17,501.75

Minimum Technology MRC:

USD 8,751

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
NICE inContact Fast Start Call Center Implementation	1.00	\$9,200.00	\$9,200.00
CRM Driven ScreenPOP/Call Routing Implementation	1.00	\$6,000.00	\$6,000.00
Workforce Engagement Management Implementation	1.00	\$10,400.00	\$10,400.00
Workforce Management Training	1.00	\$5,200.00	\$5,200.00
Quality Management Training	1.00	\$5,200.00	\$5,200.00
Implementation & Training TOTAL:			\$36,000.00

Network Connectivity

Monthly Network Connectivity Subscriptions			
Product	Quantity	Price	Total Price
Local Number [US]	0.00	\$5.00	\$0.00
Domestic Toll Free Number [US]	1.00	\$1.00	\$1.00
Monthly Network Connectivity Subscriptions TOTAL:			\$1.00

Network Connectivity Setup & Activation			
Product	Quantity	Unit Price	Total Price
Local Number [US] - SETUP	0.00	\$1.00	\$0.00
Local Number Activation [US]	0.00	\$100.00	\$0.00
Telecom Porting Fee	1.00	\$20.00	\$20.00
Domestic Toll Free Number [US] - SETUP	1.00	\$1.00	\$1.00
Domestic Toll-Free Activation	1.00	\$10.00	\$10.00
Network Connectivity Setup & Activation TOTAL:			\$31.00

Schedule A

Usage Rates

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	0.0130	0.0110
Extended Calling Areas**		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International**	See International Rates	See International Rates
Local Inbound	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (Default)	0.0150	0.0150

* USA Contiguous States are billed in 6-second increments with a 6-second minimum, 4th decimal rate rounding

** Extended and International Rates are billed in 6-second increments with a 30-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum, 4th decimal rate rounding

Schedule B

On-Demand Services

The following products are available for purchase later at the prices listed below. In the event the same products are listed at a lower price in the Service Contract above, the products below shall be available at the corresponding lower price listed in the Service Contract.

Monthly Software Subscriptions	
Product	Price
Active Storage (per GB) up to 1TB	USD 0.30
Active Storage (per GB) 1TB - 10TB	USD 0.27
Active Storage (per GB) over 10TB	USD 0.22
Long Term Storage (per GB)	USD 0.10
Long Term Storage Retrieval (per GB)	USD 1.38
Web RTC Softphone	USD 0.00

Monthly Network Connectivity Subscriptions	
Product	Price
Domestic US Local Number	USD 5.00
CNAM	USD 1.00
Domestic US Toll-Free Number	USD 1.00
Hosted IP Voice – Standard	USD 11.99
Hosted IP Voice – TLS	USD 13.99
SIP Connectivity over Internet	USD 10.00

Professional Services
Additional Professional Services time may be purchased at \$250 per hour (additional charges may apply). Cancellation or postponement of Professional Services by Customer more than 22 days prior to the scheduled Professional Services shall not accrue a cancellation charge. Any cancellation or postponement by Customer within 14-21 days of the scheduled Professional Services shall accrue a cancellation fee of Twenty Percent (20%) of Training/Onboarding List Price plus any applicable travel cancellation costs; within 13 days of the scheduled Professional Services shall accrue a cancellation fee of Fifty Percent (50%) of the training/onboarding List Price plus any applicable travel cancellation costs. Travel and associated expenses are extra.

Non-Recurring Network Connectivity	
Product	Price
Domestic US Local Number Activation (per BU)	USD 100.00
Domestic US Local Number – Setup	USD 1.00
Domestic US Toll-Free Activation (per BU)	USD 10.00
Domestic US Toll-Free Number – Setup	USD 1.00
Hosted IP Voice – Setup	USD 20.00
SIP Connectivity over Internet – Setup	USD 10.00
Softphone License Setup	USD 45.00

NICE inContact CXone Subscriptions

Call Center Global Package Concurrent

- 1 User License - Concurrent Users are billed based on the highest number of users logged into the platform at any one time during the month. This includes Admin users.
 - 3 Universal Port (\$75 value) – Used for IVR
 - Call Monitoring
 - Virtual queue
 - Agent Scripting
 - Text to Speech
 - Call conferencing (long distance charges apply)
 - Monitor, Coach, and Barge functionality
 - Additional features and services included with this contract:
 - 5 GB of storage per Configured User for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
 - Contact Center all-inclusive reporting
 - IVR programming toolset
 - Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
 - 24 x 7 Network Operations Center monitoring
 - Redundant servers in Software as a Service model
 - Standard technical support
 - Product maintenance and enhancement releases
 - NICE inContact University with the latest eLearning product courses
 - Online documentation and help
- MAX Integrated Softphone:
 - MAX Integrated Softphone and agent usage for connectivity between Agent and the NICE inContact Platform for 2-way voice service
 - Softphone fully integrated into the NICE inContact MAX Interface. All voice communication controls delivered via MAX. No separate downloaded softphones or desk-phones required
 - Two-way voice connectivity between Agent and NICE inContact using WebRTC (Web Real Time Communications) protocol and compatible browsers
 - CXone Audio Recording:
 - Audio Recording (total or %-based)
 - Search
 - Playback
 - Encryption

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/ACDIVR

Additional Concurrent Universal Port

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Active Storage (Per GB)

- Storage and management of recordings, prompts, scripts, messages, and files.
- Billed per GB beyond the free storage included with the license.
- Rate per GB follows a tiered model.
- Once the storage usage fills up one tier, additional usage will be billed at the next tier rate. *refer to Schedule B for tiers.

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
 - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
 - Seamless data transfer from short-term to long-term storage
 - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
 - Scalable cloud infrastructure
 - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
 - Comprehensive metadata search capabilities for easy retrieval
 - Move files to active storage for analysis, audits, and other needs
 - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Agent for Salesforce (per License)

- A contact control interface that is embedded directly into the Salesforce CRM environment
- Billed per Salesforce agent license on a monthly basis; allows flexibility to increase or decrease agent licenses on demand
- Key product features & components:
 - Salesforce Object Screen Pops
 - Click-To-Dial
 - Automatic Task / Activity creation
 - Hosted on the Salesforce AppExchange – 100% Cloud, no installation of package components is required on the desktop
 - Supports both Sales Cloud and Service Cloud Console views

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/CRM

FedRAMP (per Concurrent User)

- FedRAMP 'Moderate' authorized secure environment for federal agencies as well state and other security-sensitive customers.
- Billed per User. This quantity will match the seat license quantity that customer uses.
- Key product features & components:
 - Secure, compliant multi-factor authentication for customers
 - Restricted access and greater protection to all data types
 - Hardened FedRAMP architecture
 - Additional monitoring and security tools and processes

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/FedRAMP

CXsuccess Care Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Two customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization.
- Guidance, advocacy and best practice sharing provided via a team of Technical Success Advisors (TSAs)
- Telephone & email access to TSAs
- Project-driven professional services are available at a rate of \$250/hr. for large-scope projects requiring an extended services engagement
- Technical Account Manager onsite visits available for \$2500/day plus travel and expenses
- On-demand professional services hours are available at a rate of \$75 per 15 minutes
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Engagement Management (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording, encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
 - Form Designer
 - Evaluation
 - Calibration
 - Dispute
 - Coaching
 - Dashboards
 - Quality Planner
 - Audio Recording (total or %-based)
 - Search
 - Playback
 - Encryption
 - Forecasting and Scheduling

- Shift Bidding
- Time Off Management
- Real-time adherence dashboard
- Historical adherence report
- 1 GB of storage included per user

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

NICE inContact Fast Start Call Center Implementation

Implementation includes:

- Voice channel
- One CRM Integration (Lookup Only) to support screen pop or custom call routing. (up to 3 db/web-service calls)
- 3 Menu Options •Integrated softphone for B-leg (agent) – open internet
- Call forwarding for A-leg (customer)
- 5 GB active storage and 1 voice port per agent
- Up to 18 Project Hours
- Virtual OnBoarding Support up to 8 hours.
- Designated Project Manager •Designated Implementation Manager
- eLearning Training
- Custom Storage: No SEA, Customer AWS Setup
- Billed as a one time (non-recurring) charge per BU

CRM Driven ScreenPOP/Call Routing Implementation

- Adds integration to a single CRM solution to support a screenpop or custom call routing
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Up to 3 database/web service calls which can be used to lookup, push, update to perform a screenpop or custom routing
 - Not all external CRM solutions supported

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Engagement Management Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Management Training

- Remote: instructor led training
- Training on the CXone Workforce Management platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Quality Management Training

- Remote: instructor led training
- Training on the CXone CXone Quality Management platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Monthly Network Connectivity Subscriptions

Local Number [US]

- Local telephone numbers for area codes within the 48 contiguous United States for client inbound calling to the inContact platform
- Billed monthly per local number

Domestic Toll Free Number [US]

- Toll Free telephone numbers for client inbound calls within the 48 contiguous United States.

Network Connectivity Setup & Activation

Local Number [US] - SETUP

- Required setup fee for Local Numbers
- Billed as a one time (non-recurring) charge

Local Number Activation [US]

- Required one-time activation fee with Local Number - Regular

Telecom Porting Fee

- Fee for porting existing numbers to inContact instead of ordering new numbers.
- Billed per number as a one time (non-recurring) charge

Domestic Toll Free Number [US] - SETUP

- Required setup fee for inContact Toll Free.

Domestic Toll-Free Activation

- Required one-time activation fee if inContact Toll Free is selected.



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

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B3200034**

CONTRACTOR	NICEinContact, Inc.
	PO Box 7247
	Philadelphia, PA 19170-0268
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	CV0063503

STATE	Program Manager	William Pemble	DTMB
		517-636-4741	
		pemblew@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,640,452.55	\$144,000.00	\$16,784,452.55		
DESCRIPTION				
Effective 3/18/2020, this Contract is hereby increased by \$144,000.00 to setup call center services for DHHS's Bureau of Labs.				
Please note, the State's Contract Administrator has been changed to Matt Weiss.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				

NICE inContact

Service Contract

Customer:	State of Michigan COVID-19 Public Help Response Contact Center	Address:	320 WALNUT STREET	Quote Number:	Q-84530
Contact:	Bill Pemble	City:	LANSING	Term:	12 months
Phone:	+1.517.241.3725	State:	MI	Payment Terms:	45 days
Email:	pemblew@michigan.gov	Zip:	48933	Currency:	U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions			
Product	Quantity	MRC	Total MRC
Additional Concurrent Universal Port	1.00	\$75.00	\$75.00
Long Term Storage (per GB)	1.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	\$1.38
ACD Call Recording (per Minute)	1.00	\$0.03	\$0.03
Call Center Global Package Concurrent	30.00	\$189.00	\$5,670.00
CXsuccess Care Package	1.00	\$0.00	\$0.00
NICE inContact CXone Subscriptions TOTAL:			\$5,746.51

Minimum Monthly Commitment:

USD 2,873

Professional Services

Implementation & Training			
Product	Quantity	Price	Total Price
CXone with User Hub	1.00	\$0.00	\$0.00
Implementation & Training TOTAL:			\$0.00

Network Connectivity

Monthly Network Connectivity Subscriptions

Product	Quantity	Price	Total Price
Local Number [US]	1.00	\$5.00	\$5.00
Domestic Toll Free Number [US]	1.00	\$1.00	\$1.00
Monthly Network Connectivity Subscriptions TOTAL:			\$6.00

Network Connectivity Setup & Activation

Product	Quantity	Unit Price	Total Price
Local Number [US] - SETUP	1.00	\$1.00	\$1.00
Local Number Activation [US]	1.00	\$100.00	\$100.00
Domestic Toll Free Number [US] - SETUP	1.00	\$1.00	\$1.00
Domestic Toll-Free Activation	1.00	\$10.00	\$10.00
Network Connectivity Setup & Activation TOTAL:			\$112.00

Schedule A Usage Rates

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	0.0130	0.0110
Extended Calling Areas**		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International**	See International Rates	See International Rates
Local Inbound	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (Default)	0.0150	0.0150

* USA Contiguous States are billed in 6-second increments with a 6-second minimum, 4th decimal rate rounding

** Extended and International Rates are billed in 6-second increments with a 30-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum, 4th decimal rate rounding

Schedule B On-Demand Services

The following products are available for purchase later at the prices listed below. In the event the same products are listed at a lower price in the Service Contract above, the products below shall be available at the corresponding lower price listed in the Service Contract.

Monthly Software Subscriptions	
Product	Price
Additional Active Storage (per GB)	USD 7.50
Long Term Storage (per GB)	USD 0.10
Long Term Storage Retrieval (per GB)	USD 1.38
Web RTC Softphone	USD 0.00

Professional Services
Additional Professional Services time may be purchased at \$250 per hour (additional charges may apply). Cancellation or postponement of Professional Services by Customer more than 22 days prior to the scheduled Professional Services shall not accrue a cancellation charge. Any cancellation or postponement by Customer within 14-21 days of the scheduled Professional Services shall accrue a cancellation fee of Twenty Percent (20%) of Training/Onboarding List Price plus any applicable travel cancellation costs; within 13 days of the scheduled Professional Services shall accrue a cancellation fee of Fifty Percent (50%) of the training/onboarding List Price plus any applicable travel cancellation costs.

Monthly Network Connectivity Subscriptions	
Product	Price
Domestic US Local Number	USD 5.00
CNAM	USD 1.00
Domestic US Toll-Free Number	USD 1.00
Hosted IP Voice – Standard	USD 11.99
Hosted IP Voice – TLS	USD 13.99
SIP Connectivity over Internet	USD 10.00
Non-Recurring Network Connectivity	
Product	Price
Domestic US Local Number Activation (per BU)	USD 100.00
Domestic US Local Number – Setup	USD 1.00
Domestic US Toll-Free Activation (per BU)	USD 10.00
Domestic US Toll-Free Number – Setup	USD 1.00
Hosted IP Voice – Setup	USD 20.00
SIP Connectivity over Internet – Setup	USD 10.00
Softphone License Setup	USD 45.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **071B3200034**

CONTRACTOR	NICEinContact, Inc.	STATE	Program Manager	William Pemble	DTMB
	PO Box 7247			517-636-4741	
	Philadelphia, PA 19170-0268		Contract Administrator	pemblemw@michigan.gov	
	Andy Bollinger			Jordan Sherlock	DTMB
	773-425-3446			517-243-5556	
	andy.bollinger@nice.com			sherlockj@michigan.gov	
	CV0063503				

CONTRACT SUMMARY							
NICE MAINT. AND SOFTWARE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		September 28, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$16,591,621.79	\$48,830.76	\$16,640,452.55					
DESCRIPTION							
Effective February 20th 2020, this contract is hereby increased by \$48,830.76 for DHHS use.							
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.							



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

CONTRACT CHANGE NOTICE

Change Notice Number **10**
 to
 Contract Number **071B3200034**

CONTRACTOR	InContact, Inc.	STATE	Program Manager	Ashely Adrian	DTMB
	PO Box 7247			517-284-7454	
	Philadelphia, PA 19170-0268		Contract Administrator	AdrianA1@Michigan.gov	
	Andy Bolinger			Jordan Sherlock	DTMB
	773-425-3446			517-243-5556	
	andy.bollinger@nice.com			sherlockj@michigan.gov	
	CV0063503				

CONTRACT SUMMARY				
NICE MAINT. AND SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 28, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,591,621.79	\$10,000,000.00	\$16,591,621.79		
DESCRIPTION				
Effective 1/14/2020 this contract is increased by \$10,000,000 for DTMB (NTSD) use. Please note that the Program Manger has changed to Ashley Adrian.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 1/14/19.				



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

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B3200034**

CONTRACTOR	NICEinContact, Inc.
	PO Box 7247
	Philadelphia, PA 19170-0268
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	CV0063503

STATE	Program Manager	Ashely Adrian	DTMB
		517-284-7454	
		AdrianA1@Michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY							
NICE MAINT. AND SOFTWARE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
November 14, 2012	September 28, 2015	2 - 1 Year		September 28, 2023			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		September 28, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$6,591,621.79	\$0.00	\$6,591,621.79					
DESCRIPTION							
Effective in agency contact, vendor name change and address no other terms are changed							



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B3200034**

CONTRACTOR	NICE SYSTEMS, INC
	461 From Rd.
	Paramus, NJ 07652
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	*****0126

STATE	Program Manager	Scott Hall	DTMB-IT
		517-241-4255	
		HallS9@Michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY			
NICE MAINT. SERVICES AND SOFTWARE LICENSE AGREEMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 years	September 28, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,091,621.79		\$5,500,000.00	\$6,591,621.79	

DESCRIPTION
Effective with the State Administrative Board approval of 9/12/2017 the contract via approved useful life extension is amended to 9/28/2023 with 6 additional one year options along with adding funding of \$5,500,000.00. All other terms and conditions remain the same.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B3200034**

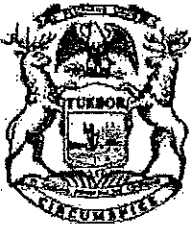
CONTRACTOR	NICE SYSTEMS, INC
	461 From Rd.
	Paramus, NJ 07652
	Andy Bolinger
	773-425-3446
	andy.bollinger@nice.com
	*****0126

STATE	Program Manager	Scott Hall	DTMB-IT
		517-241-4255	
		HallS9@Michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY			
NICE MAINT. SERVICES, AND SOFTWARE LICENSE AGREEMENT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 28, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$847,360.74		\$244,261.05	\$1,091,621.79	

DESCRIPTION
Effective with mutual signature the contract is amended to add \$244,216.05 to upgrade the NICE recording Platform per Agency (MiECC) request. All other terms and conditions remain the same.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6

to

Contract Number 071B3200034

CONTRACTOR	NICE SYSTEMS, INC	STATE	Scott Hall	DTMB-IT
	461 From Rd.		517-241-4255	
	Paramus, NJ 07662		HallS9@Michigan.gov	
	Andy Bollinger		Mike Breen	DTMB
	773-425-3446		(517) 284-7002	
	andy.bollinger@nice.com		breenm@michigan.gov	
	*****0126			

CONTRACT SUMMARY

NICE MAINTENANCE, SERVICES, AND SOFTWARE LICENSE AGREEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE NOTICE PERIOD
November 20, 2012	September 28, 2015	2 - 1 Year	September 28, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	NOTICE PERIOD	NOTICE EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 28, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED TOTAL CONTRACT VALUE		
\$844,360.74	\$3,000.00	\$847,360.74		

DESCRIPTION

Effective immediately add \$3,000.00 to the existing contract for NICE Certified System Administrator NIM 4.1 training. All other terms and conditions remain the same. Actual engagement will commence from an approved SOM purchase order.



NICE Systems

Training and Certification

Americas Service Organization

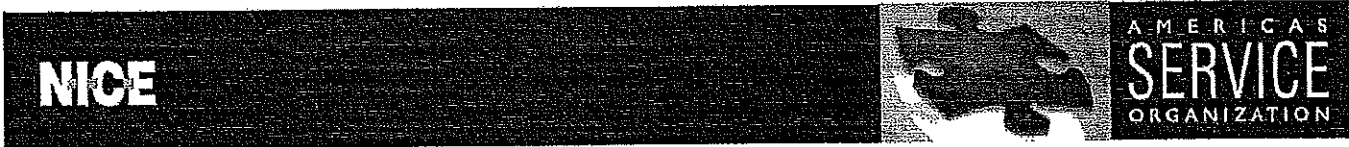


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General Course Information

While NICE Systems is a global company, participants November choose whichever location they would prefer to attend a NICE Systems Training Course. Any authorized NICE dealer or channel partner is welcome to register for any course using the separate registration forms that are at the end of this document. Participants who are not registered will not be admitted to the course.

- The prices for each of the courses offered can be obtained from the training contacts listed below. A purchase order must be received prior to the start of all courses.
- A minimum of 6 attendees is required to hold a class. A maximum of 2 attendees per company will be registered. Additional registration from the same company will be wait-listed and registered based upon availability.
- NICE Systems reserves the right to reschedule or cancel a course up to 7 days prior to the course if registration falls below the minimum number of attendees. The same information listed here will also be available on the Education Portal- education.nice.com

NOTE: Please pay special attention to the course pre-requisites listed. Adherence to these pre-requisites will ensure that the standards of the courses are high. Training coordinators will verify course pre-requisites. Participants who have not completed the pre-requisites will not be admitted to the course.

Training Contacts

For any technical issues or registration questions, please send an email to Anne Marasco, the Training Coordinator at anne.marasco@nice.com.

NICE
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ORGANIZATION**

April 2017 Training Schedule

Date	Course	Type	Audience	Location
4/4-4/7	NCSA NIM 4.1 Standard/ Engage 6.x Non-AIR	Technical	Customer	9am EST, WebEx
4/11-4/14	NCSA Engage 6.5 Standard w/AIR	Technical	Customer	Denver, CO
4/18-/19	NCSA Engage 6.x Delta from NIM 4.1	Technical	Customer	9am EST, WebEx

May 2017 Training Schedule

Date	Course	Type	Audience	Location
5/2-5/5	NCSA Engage 6.5 Standard w/AIR	Technical	Customer	Denver, CO
5/16-5/19	NCSA Engage 6.5 Standard w/AIR	Technical	Customer	9am EST, WebEx
5/23-5/26	NCSA NIM 4.1 Standard/ Engage 6.x Non-AIR	Technical	Customer	Denver, CO
5/31-6/1	NCSA Engage 6.x Delta from NIM 4.1	Technical	Customer	9am EST, WebEx

June 2017 Training Schedule

Date	Course	Type	Audience	Location
6/6-6/9	NCSA Engage 6.5 Standard w/AIR	Technical	Customer	Denver, CO
6/13-6/16	NCSA NIM 4.1 Troubleshooting	Technical	Customer	Denver, CO
6/20-6/23	NCSA Engage 6.5 Troubleshooting	Technical	Customer	Denver, CO



Course Descriptions

NICE Certified System Administrator NIM 4.1 (NCSA) Non-AIR Loggers

Target audience:

IT/Admin personnel at the customer's site who:

- Site personnel responsible for supporting the NICE Interaction Management System; providing support to internal end-users and interfacing with NICE Customer Support

Course objectives:

By the end of this course, participants will be able to:

- Describe the NICE Interaction Management solution
- Detail the function of system servers and components
- Explain the site architecture including recording methods
- Create a check-up routine to maintain system health
- Perform the role of a NICE Certified System Administrator

Course prerequisite:

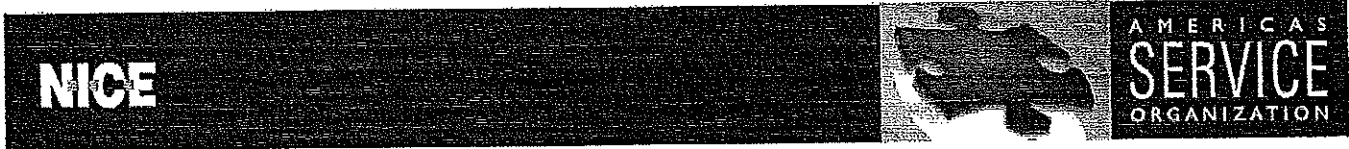
- NCSA does not cover applications. Participants are required to have successfully completed one of the following:
 - The onsite application course for NICE Interaction Management 4.1
 - or*
 - The NCAP Class (NICE Certified Application Professional) on Engage
 - or*
 - Successfully passing the NCSA Assessment

Certification:

At the end of the course, participants will complete a written exam that covers the course content. Participants must achieve a score of at least 80 out of 100 in order to receive an official NICE certificate.

Course duration:

NCSA is a 4-day course, delivered Tuesday-Friday during the same week.
Days 1-3 are 9:00 am-5:00 pm, daily



Day 4 is the NCSA certification exam, 9:00 am-1:00pm

NCSA NIM 4.1 Troubleshooting

Target audience:

IT/Admin personnel at the customer's site who:

- Support the NICE Interaction Management System
- Provide support for internal end users and interface with NICE Customer Support.

Course objectives:

This is an instructor-led course covering methodologies to efficiently and effectively troubleshoot technical issues in NICE Interaction Management R4.1. The course will cover CTI, Voice Recording, Screen Recording, Storage Center, and Playback

By the end of this course, participants will be able to:

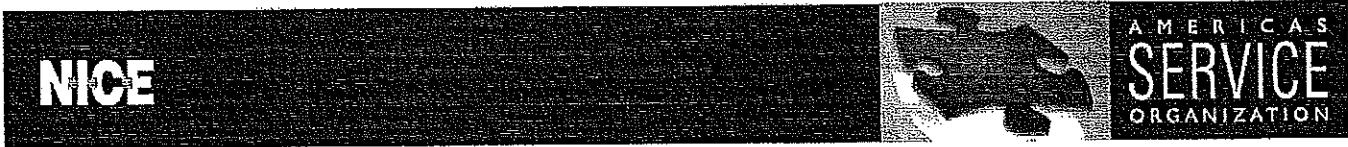
- Ask appropriate questions to efficiently identify the issue.
- Understand the flow of the successful process in the log-files.
- Utilize tools, utilities, and log-files to isolate issues

Course prerequisite:

Have completed the NCSA – Standard for NICE Interaction Management R4.1

Course duration:

NCSA is a 4-day course, delivered Tue-Fri during the same week.
Days 1-4 are 9:00 am-5:00 pm, daily



NCSA Standard for Engage 6.5 with AIR Loggers

Target audience:

Site personnel who is responsible for supporting the NICE Engage System; providing support to internal end-users and interfacing with NICE Customer Support.

Course objectives:

By the end of this course, participants will be able to:

- Describe the NICE Engage solution
 - Detail the function of the system and the servers and components
 - Explain the site architecture including recording methods
 - Create a check-up routine to maintain system health
 - Perform the role of a NICE Certified System Administrator
-
- **Course prerequisite: NCSA does not cover applications.** Participants are required to have successfully completed one of the following:
 - The onsite application course for Engage 6.3/6.5
or
 - The NCAP Class (NICE Certified Application Professional) on Engage
or
 - Successfully passing the NCSA Assessment

Course duration:

- This course consists of 4 days of instruction.
- Training days are 9:00-17:00 Tuesday-Thursday; 9:00-12:00 Friday.



NCSA Engage R6.5 Delta from NIM 4.1

Target audience:

Site personnel who are responsible for supporting the NICE Engage System; providing support to internal end-users and interfacing with NICE Customer Support.

Course objectives:

By the end of this course, participants will be able to:

- Describe the overall changes between NICE Engage and NICE R4.1
- Detail the function of the system and the servers and components
- Explain the site architecture including recording methods
- Create a check-up routine to maintain system health
- Perform the role of a NICE Certified System Administrator for NICE Engage

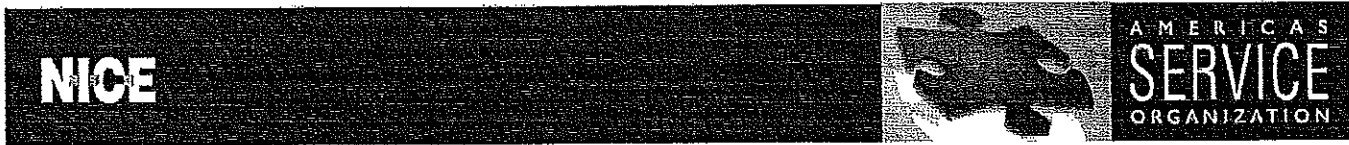
Course prerequisite:

Participants are to have completed:

- NICE Interaction Management R4.1 NCSA certification

Course duration:

- This course consists of 2 days virtual based course
- Training days are 9:00-17:00



NCSA Engage 6.5 Troubleshooting

Target audience:

IT/Admin personnel at the customer's site who:

- Support the NICE Interaction Management System
- Provide support for internal end users and interface with NICE Customer Support.

Course objectives:

This is an instructor-led course covering methodologies to efficiently and effectively troubleshoot technical issues in NICE Engage 6.5. The course will cover CTI, Voice Recording, Screen Recording, Storage Center, and Playback

By the end of this course, participants will be able to:

- Ask appropriate questions to efficiently identify the issue.
- Understand the flow of the successful process in the log-files.
- Utilize tools, utilities, and log-files to isolate issues

Course prerequisite:

Have completed the NCSA – Standard for NICE Engage 6.5

Course duration:

NCSA is a 4-day course, delivered Tue-Fri during the same week.
Days 1-4 are 9:00 am-5:00 pm, daily



In-House Training (At a NICE Location)

- Course prices will be according to the pricelist. Pricing does not include travel and expenses.

Cancellation policy:

- Up to 10 business days from course opening - No cancellation fee
- 10-3 business days from course opening - 50% cancellation fee
- Less than 3 business days from course opening - Full cancellation fee, and an open 'voucher' for the next SAME course, with no commitment for the next course date or location. Up to 30 days prior to the class and 10% refundable up to 3 days prior to the class.

On-Site Training (Customer Location - United States Only)

- The Training Coordinator must receive a purchase order for training from the customer via the Denver office. Technical training sessions will be 60 days ARO.
- Site installation date and configuration will be confirmed in writing.
- The Training Coordinator will contact the channel account representative or end-user to discuss available dates for training.
- The Education Specialist delivering the course will be given a copy of the purchase order and will contact end-user customers to confirm training dates and on-site training specifics.

NICE
**AMERICAS
SERVICE
ORGANIZATION**

Training Registration Form for the Americas Courses

Company:	State of Michigan	Date:	3/13/17
Address:	7285 Parsons Dr., 2 nd Fl., Dimondale, MI 48821	Name:	Kathy Christensen
		Phone:	517-636-5055
		Fax:	
		E-Mail:	ChristensenK@michigan.gov

Attendee Name & Address	Name of Course	Date of Course	Manager	E-mail	Phone & Fax
Kathy Christensen	NCSA (NICE Certified System Administrator) Standard - 1 seat in public course. Price is per participant.	4/4/2017	Neil Slagle	ChristensenK@michigan.gov	517-636-5055

North America Location Codes:

NJ - Paramus, New Jersey, Eastern US.

CO - Denver, Colorado, Western US.

Authorized
Signature:

Please note:

- A minimum of 6 attendees is required to hold the classes.



- Maximum 6 attendees per company will be registered. Additional registration will be waitlisted and based on availability.
- Registration acknowledgement, Course Agenda, hotel information and directions will be sent 5 days after receipt of registration form.
- Attendees are responsible for travel and hotel arrangements. A list of hotels and directions to the Training Facility will be provided.

Please e-mail this form to Anne Marasco @ anne.marasco@nice.com.

Training Price List

Marketing Item	Description	Price
PS-TR-ADMIN01-NP41	NCSA (NICE Certified System Administrator) Standard - 1 seat in public course. Price is per participant.	\$3,000
PS-TR-IM-NCSA-02	NCSA Troubleshooting- 1 seat in public course. Price is per participant.	\$3,000
PS-TR-IM-ENG-NCSA-01	NCSA Standard for NICE Engage Platform - 1 seat in public course	\$3,000
PS-TR-IM-ENG-NCSA-DEL-01	NCSA Standard for NICE Engage Platform (Delta from NCSA NIM R4.1) - 1 seat in public course	\$1,200
PS-TR-ADMIN03-NP41	NCSA (NICE Certified System Administrator) Standard - private course Travel and expenses are additional. Actuals will be invoiced.	\$18,500
PS-TR-IM-ENG-NCSA-01P	NCSA Standard for NICE Engage Platform - private course	\$18,500



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **005**
to
Contract Number **071B3200034**

CONTRACTOR	NICE SYSTEMS, INC
	461 From Rd.
	Paramus, NJ 07652
	Andy Bollinger
	773-425-3446
	andy.bollinger@nice.com
	*****0126

STATE	Scott Hall	DTMB
	517-241-4255	
	HallS9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Nice Maint. and Software				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 28, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 794,642.64		\$ 49,718.10	\$844,360.74	
DESCRIPTION: exercise one year option to 9-28-2017 and add funding for Maintenance. All other terms and conditions remain the same.				



461 From Rd, 3rd Floor
Paramus, NJ 07652
Tel: (201) 964-2600
Fax: (201) 964-2610

June²³, 2016

State of Michigan

Department of Technology,
Management and Budget Procurement
P.O. Box 30026 Lansing
Michigan 48933

Attn: Michael Breen

RE: Notice to renew the contract No. 071B320034 dated November 20, 2012 ("Contract")

Dear Mr. Breen:

This letter is with reference to the Contract between NICE Systems, Inc. ("NICE") and the State of Michigan. As you may be aware, that the initial expiration date of the Contract is September 28, 2016. NICE would like to renew the Contract for an additional one (1) year term, through September 28, 2017, by way of a mutually agreed amendment to the Contract. Please treat this letter as notice of our intent to renew the Contract.

Sincerely,
Signed by:

S2C05104F3DB48C...
Tom Dziersek,
President
NICE Systems, Inc.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

520 W. ALLEMAN STREET
 LANSING, MI 48201

P.O. BOX 30028
 LANSING, MI 48208

CHANGE NOTICE NO. 004
 to
 CONTRACT NO. 071B3200034
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Nice Systems, Inc	Andy Bollinger	andy.bollinger@nice.com
301 Route 17 North	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Rutherford NJ, 07073	773-425-3446	*****0126

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Scott Hall	(517) 241-4255	HallS9@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Nice Maintenance, Services, and Software License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 20, 2012	September 28, 2015	2 - 1 Year	September 28, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		NA
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$706,876.09		\$ 87,766.55	\$794,642.64	
DESCRIPTION: Agency (MiECC) request to issue SOW and add funding (\$87,766.55) from previous ad bd approval of \$470,000 for attached statement of work requests based upon the master contract. All other terms and conditions remain the same. (Correction made to total contract value.)				
Available Ad Board dollars remaining for SOW's for this contract \$375,252.36.				

NICE Systems, Inc.
Statement of Work
For State of Michigan
(NICE Interaction Management 4.1 –
Cisco ICM Lab Environment)

NICE[®] ■ Intent. Insight. Impact.[™]

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Version No.	Date	Revised by	Description
1.0	04262016	CBentley	First draft/revision
1.1	04292016		
2.0	05052016	CBentley	Attachment D: Embedded latest NSD
3.0	05272016	CBentley	Add high-level project overview to Attachment A
4.0	06152016	CBentley	Add SOM Cover Page draft for SOM completion, High Level Project Timeline, Acceptance Procedure, SOM IT SOW
4.1	06232016		
5.0	06292016	CBentley	Revisions to Attachment A add quote identifier
6.0	07072016	CBentley	Additional revisions to Attachment A
6.1	07192016	CBentley	Insert SOM Cover Page for Execution

1. CONTRACT REFERENCE

This statement of work ("Statement of Work" or "SOW") is entered into as of _____, and is governed by the Terms and Conditions dated November 20, 2012 between NICE Systems, Inc. ("NICE") and State of Michigan ("Customer") (the "Contract"). The detailed services to be performed under this SOW ("Services") are described below. The terms and conditions of the Contract are incorporated into and made a part of this SOW. Capitalized terms used in this SOW and not otherwise defined herein shall have the meaning assigned to such terms under the Contract.

2. ATTACHMENTS

The following attachments are incorporated into and made a part of this SOW:

- Attachment A: Description of Services
- Attachment B: NICE Services Pricing Detail
- Attachment C: NICE Quotation
- Attachment D: NICE Solution Design
- Attachment E: Change Order Request Form
- Attachment F: State of Michigan IT Services

3. SOLUTION OVERVIEW

NICE will provide Customer with Services relating to the implementation of NICE Interaction Management 4.1 ("NIM 4.1") of five (5) named agents, with five (5) encrypted voice capture channels, and five (5) encrypted screen capture channels, in a lab environment configuration with telephony integration to Cisco ICM (the "Solution").

For a detailed description of the Services included pertaining to the Solution, refer to Attachment A of this SOW.

For a detailed description of the technical specifications pertaining to the Solution, refer to Attachment D of this SOW.

4. PROJECT ASSUMPTIONS

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the project schedule, fees and expenses, tasks, and the level of effort required to perform the Services covered by the SOW.

General Assumptions

- Customer shall be responsible for the responsiveness and performance of any third-party vendor and/or subcontractor engaged by Customer in connection with the Solution described in this SOW.
- Customer will provide reasonable access to the necessary Customer facilities, and suitable workspace for all NICE project team members when working at the Customer's site when necessary. Suitable workspace includes, but is not limited to, desks, telephones, access to the system and meeting rooms.
- Installation of Products and application migration and testing will be performed during NICE's normal business hours (Monday-Friday 8:00AM-5:00PM local time zone where the NICE implementation resides).

Technical and Functional Assumptions

- NICE will provide the NICE Site Preparation Checklist at the project kickoff meeting, as outlined in Attachment A. Customer will complete all items on the NICE Site Preparation Checklist approximately two (2) weeks prior to the commencement of installation.
- Upon completion of the NICE Site Preparation Checklist, Customer will execute the Service Readiness Tool ("SRT") to ensure site readiness, and will inform NICE of any deficiencies relative to site readiness. Customer should note that this may affect project timelines.

5. ROLES AND RESPONSIBILITIES

NICE Resources

Promptly following the execution of this SOW by both parties, NICE will assign a project manager ("NICE PM") in connection with its performance of the Services to be performed hereunder. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the Customer team, including the development of a project plan, and NICE's coordination of the Services to be performed by it hereunder.

NICE Roles and Responsibilities

- NICE Project Manager – Responsibilities of the NICE PM include:
 - Be a proactive and customer-centric interface between Customer and NICE, while determining that internal customers, technical staff and upper management are kept aware of project status, issues, and escalations.
 - Plan, estimate and organize overall implementation of NICE products while being applied in Customer environments.
 - Provide daily direction, motivation and support to project team.
 - Plan for project contingencies and anticipate variations that may affect resources, successful implementation and revenue recognition.
 - Serve as the communication link between Customer and NICE throughout the entire project, and act as liaison with other NICE departments.
- NICE Professional Services Engineer ("PSE") – The NICE PSE will verify site prerequisites, install and configure the Solution, and conduct the Installation Test Procedure ("ITP").

Customer Resources

Customer will assign a project manager ("Customer PM") in connection with the Services to be performed hereunder. The Customer PM will serve as the primary point of contact for Customer in connection with the Services, and will be responsible for working with the NICE team, including the development of a project plan, and Customer's internal coordination of the Services to be performed by NICE hereunder.

Customer Roles and Responsibilities

- Customer Project Manager – The NICE PM and Customer PM will work together to act as the main vehicle for all communications and implementation-related activities.
- System Administrator – This person will be familiar with all operational aspects of the NICE Solution that is installed. They will understand the basic functional components of the Solution and how they should be deployed within the Customer contact center infrastructure. The System Administrator will have the most technical responsibility within the project.
- Telephony Administrator / Specialist – This person may be needed to address telecom-related issues.

6. INSTALLATION / REMOTE ACCESS

Installation of the Solution will be performed via remote access. Remote access is a key activity detailed on the NICE Site Preparation Checklist and is an implementation milestone. Remote VPN access is required. Access to the Products is required when performing various installation and maintenance support activities for the Solution. Local administrative rights are also required for some installation activities and maintenance activities. Onsite access may be necessary for certain activities.

7. CHANGE MANAGEMENT PROCESS

Any changes to the Solution design and scope following execution of this SOW may impact project dates resulting in additional Product and Services fees, as well as elevated risk to the project. Changes to the Solution design, project scope, project dates, and any associated project dates, and any associated additional charges and/or costs must be mutually agreed upon in writing prior to the performance of any Services related to such changes, and will only be valid when agreed upon in writing by both parties using the Change Order Request Form in Attachment E of this SOW. All changes to Services scope are subject to resource availability.

8. FEES

The total cost of the Product related to this SOW is Seven-Thousand Eight-Hundred Dollars (\$7,800.00).

The total cost of the Support Services related to the Product is One-Thousand Eight-Hundred Twenty-Seven Dollars (\$1,827.00).

The total cost of the Services to be performed hereunder is Seventy-Eight Thousand One-Hundred Forty Dollars (\$78,140.00). NICE shall invoice Customer for completed Services as outlined in Attachment B: NICE Services Pricing Detail. For the avoidance of doubt, travel and out-of-pocket expenses ("Expenses") are not separately reimbursable by Customer unless, on a case-by-case basis for unusual expenses, the Customer has agreed in advance and in writing to reimburse NICE for such Expenses at Customer's then current travel reimbursement rates. Customer shall provide a single point of contact for management and approval of Expenses.

9. SERVICES ACCEPTANCE

NICE has a documented installation process with supporting manuals and comprehensive check lists to assist our staff throughout every stage of the installation and testing process. NICE performs functional testing through the use of the NICE Installation Test Procedure (ITP). This document covers all facets of system functionality and can be made available to the client in advance, upon request. At the completion of the installation, NICE utilizes the extensive Installation Test Procedure ("ITP") to test the overall system operability. The NICE will review the ITP with a State of Michigan representative (such as a State of Michigan Project Manager) to show overall system readiness. While NICE conducts the ITP, a State representative will be available to actively participate in the process. The State point of contact is responsible for notifying all State interested parties that the ITP has been completed.

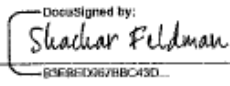
Commencing upon the date immediately following the date of NICE's completion of the ITP Customer shall have five (5) calendar days to test the Services to verify whether they conform to the Acceptance Criteria ("Initial Test Period"). If Customer provides written notice to NICE within the Initial Test Period of any material non-conformities ("Non-Conformity(ies)") of the Services to the Acceptance Criteria ("Non-Conformity Notice") (each Non-Conformity Notice shall include any available information in Customer's possession regarding the Non-Conformities, including, to the extent available, all documentation reasonably necessary for NICE to evaluate and correct the Non-Conformities), NICE shall promptly correct such Non-Conformities at its own expense and shall notify Customer when the corrections are complete. Customer will then have two (2) calendar days (or such other period if agreed upon by the Parties in writing) to test the resubmitted Services to verify whether the Non-Conformities previously identified by Customer have been resolved ("Retest Period").

Acceptance of Services will take place upon: (a) Customer providing written notice to NICE of the conformance of the Services with the Acceptance Criteria; (b) Customer's failure to notify NICE of any Non-Conformities in the Services within the Initial Test Period or, if applicable, the Retest Period; or (c) Customer's use of the software related to the Services provided under this SOW in its production environment for productive business purposes unrelated to the acceptance testing process set forth in this Section. Upon Customer's signature of ITP, NICE and Customer will retain a copy of the document. The Customer point of contact is responsible for notifying all Customer parties that the ITP has been completed.

The Parties have caused this SOW to be executed by their respective authorized signatories as of the date first set forth above.

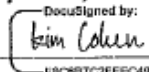
NICE Systems, Inc.

State of Michigan

By: 
Name: Shachar Feldman
Title: VP Services
Date: July 20, 2016

By: _____
Name: _____
Title: _____
Date: _____

NICE Systems, Inc.

By: 
Name: Director, Finance
Title: Kim Cohen
Date: July 20, 2016

ATTACHMENT A: DESCRIPTION OF SERVICES

Project Activities

NICE follows standard PMI implementation methodology. The Solution will be implemented in accordance with the following activities listed below in the table. The amounts listed in the table below are solely for Customer's internal reference, and shall not: (i) affect the invoicing terms (stated in Attachment B); or (ii) imply acceptance of Products.

Activity	Description	Primary Responsibility	Output
Initiation Phase			
Project Validation	<ul style="list-style-type: none"> Customer assigns Project Manager. NICE assigns Project Manager. NICE Project Manager reviews Customer-purchased Solution. NICE Project Manager reviews Sales Milestone Kit and accepts project. 	NICE / Customer	Part of Attachment B. Technical implementation for Quality Management, up to 200 agents (\$55,540.00)
Sales to Services Handover	<ul style="list-style-type: none"> NICE Project Manager conducts Post-PO Sales to Service ("S2S") internal call with NICE Account Team to review SOW, Pricing and Solution Design relative to Customer business need. 		

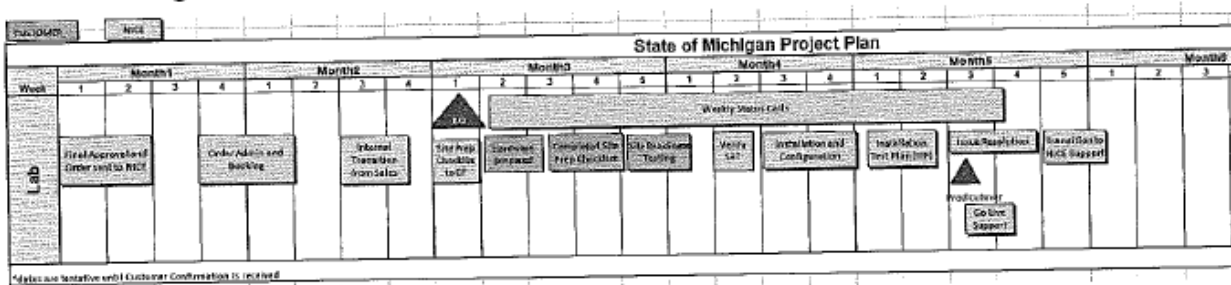
Activity	Description	Primary Responsibility	Output
Planning Phase			
Internal Kickoff Meeting	<ul style="list-style-type: none">▪ Preparation for Customer Kickoff Meeting▪ Preliminary Project Plan is developed	NICE	Preliminary Project Plan... Part of Attachment B. Technical implementation for Quality Management, up to 200 agents (\$55,540.00)
Customer Kickoff Meeting conducted	<ul style="list-style-type: none">▪ Review and finalize proposed Project Plan▪ Review executed Statement of Work▪ Review NICE Site Preparation Checklist	NICE/Customer	Final Project Plan Part of Attachment B. Technical implementation for Quality Management, up to 200 agents (\$55,540.00)

Activity	Description	Primary Responsibility	Output
Execution Phase			
Site Preparation Checklist and Site Readiness Tool completed	<ul style="list-style-type: none">▪ Customer completes all items on the Site Preparation Checklist at least two (2) weeks prior to the installation date.▪ The NICE PM receives the completed NICE Site Preparation Checklist ("SPC") from Customer.▪ Customer executes the NICE Site Readiness Tool ("SRT"), and delivers output file to NICE.▪ NICE verifies SRT output and that all items on the Site Preparation Checklist are completed. Installers are notified.	NICE/ Customer NICE Customer NICE	SPC DTMB/MIECC Time along with Part of Attachment B. Technical implementation for Quality Management, up to 200 agents (\$55,540.00) SRT Output

Activity	Description	Primary Responsibility	Output
Execution Phase			
System installed	<ul style="list-style-type: none">Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with Customer. A Customer representative will be available for the NICE Professional Services Engineer ("PSE") to contact for support.	NICE	Part of Attachment B. Technical Implementation for Quality Management, up to 200 agents (\$55,540.00); Screen Capture installation (\$2,600.00); Voice Capture installation (\$7,000.00); Encryption implementation (\$13,000.00);

Activity	Description	Primary Responsibility	Output
Execution Phase (continued)			
Installation Test Procedure ("ITP")	<ul style="list-style-type: none"> While NICE conducts the ITP, a Customer representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Customer. NICE and Customer will retain a copy of the document. The Customer point of contact is responsible for notifying all Customer parties that the ITP has been completed and accepted in accordance with Section 9 of this SOW, signifying the completion of the installation. 	NICE/Customer	ITP completed Part of Attachment B: Technical Implementation for Quality Management (\$55,540.00)
Closure Phase			
Solution begins working	<ul style="list-style-type: none"> Solution begins working in Customer environment(s). Outstanding issues are addressed. Transition of support to NICE Customer Support Center ("CSC") takes place. 	NICE	

High-Level Project Estimation



ATTACHMENT B: NICE SERVICES PRICING DETAIL

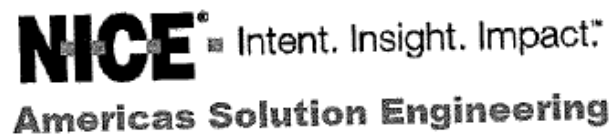
Professional Services					
Description	Services Identifier	Quantity	Unit Sell Price	Total Sell Price	Invoicing Terms
Technical Implementation / Installation					
Technical implementation for Quality Management, up to 200 agents (Price per Data Hub, WFO Voice Capture)	PS-TECH-QM-QMP-01	1	\$55,540.00	\$55,540.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Screen Capture installation (MML / NiceScreen Platform)	PS-INS-IM-SCC-01	1	\$2,600.00	\$2,600.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Voice Capture installation (HDL Platform), per integration instance - up to 5 loggers	PS-INS-IM-VC-01	1	\$7,000.00	\$7,000.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Encryption implementation (Price per Data Hub)	PS-TEC-IM-ENCR-01	1	\$13,000.00	\$13,000.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Travel & Expenses					
Travel & Expenses, as expenses are incurred	PS-INS-TE-01	1	\$0.00	\$0.00	NICE will invoice Customer monthly in arrears, at cost and without markup, for actual Expenses incurred.
Total Professional Services:				\$78,140	

ATTACHMENT C: NICE QUOTATION

NICE Quote #128038 Adding Lab with ICM for NIM 4.1

Products					
Description	Part Number	Unit of measure	Quantity	Unit Sell Price	Total Sell Price
Software					
NICE Quality Management Platform, Price per named agent - New License	NICE-QM-QMP	Per Named Agent	5	\$408.00	\$2,040.00
Voice Capture, Price per Channel - New License	NICE-IM-VC	Per Channel	5	\$120.00	\$600.00
Screen Capture, Price per Channel - New License	NICE-IM-SCC	Per Channel	5	\$180.00	\$900.00
Encryption, Price per Channel - New License	NICE-IM-ENCR	Per Channel	10	\$18.00	\$180.00
NICE Screen Agent, Price per named agent - New License	NICE-IM-SCA	Per Named Agent	5	\$60.00	\$300.00
IM Telephony Integration, Price per integration - New License	NICE-IM-TINT	Per Integration	1	\$3,750.00	\$3,750.00
Total Software:					\$7,800.00
Total Products:					\$7,800
Professional Services					
Description	Services Identifier	Quantity	Unit Sell Price	Total Sell Price	
Technical Implementation / Installation					
Technical Implementation for Quality Management, up to 200 agents (Price per Data Hub, W/O Voice Capture)	PS-TECH-QM-QMP-01	1	\$55,540.00	\$55,540.00	
Screen Capture Installation (MML / NiceScreen Platform)	PS-INS-IM-SCC-01	1	\$2,000.00	\$2,000.00	
Voice Capture Installation (HDL Platform), per integration instance - up to 5 loggers	PS-INS-IM-VC-01	1	\$7,000.00	\$7,000.00	
Encryption Implementation (Price per Data Hub)	PS-TEC-IM-ENCR-01	1	\$13,000.00	\$13,000.00	
Travel & Expenses					
Travel & Expenses, as expenses are incurred	PS-INS-TE-01	1	\$0.00	\$0.00	
Total Professional Services:					\$78,140
Maintenance					
Products Price for Maintenance Calculation (calculated from Net)					\$5,327
Description	Services Identifier	Base	Maintenance %	Total Annual Maintenance	Total Maintenance
NICE Enterprise Maintenance Enhance	PS-MNT-ENH-01	Net	22.0%	\$1,827	\$1,826.55
Total Maintenance:					\$1,827

ATTACHMENT D: NICE SOLUTION DESIGN DOCUMENT



NICE Solution Design

NICE Quality Management Suite Release
4.1 Lab State of Michigan.

Modified Date:	April 28 th , 2016
Sales Engineer:	Christopher Rawlins
Document Version Number:	Version 1.0

NICE Solution Design for <X>

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Revision History

Name	Date	Reason For Changes	Version
Christopher Rawlins	04/28/2016	Initial Release	1.0
Christopher Rawlins	05/05/2016	Updated Cisco Version & Servers	1.1

Related Internal Commitments

Commitment Number	Request Number	Request Description	Request Status	Comments

Customer Information

Customer Information			
Existing Customer	Yes	SFDC Opp Number:	OP-00174975
		NPD Quote Number:	128038
Design Type:	New Lab System		

Current Solution Summary Report:


State of Michigan
Summary Page.csv

NICE Solution Design for <X>

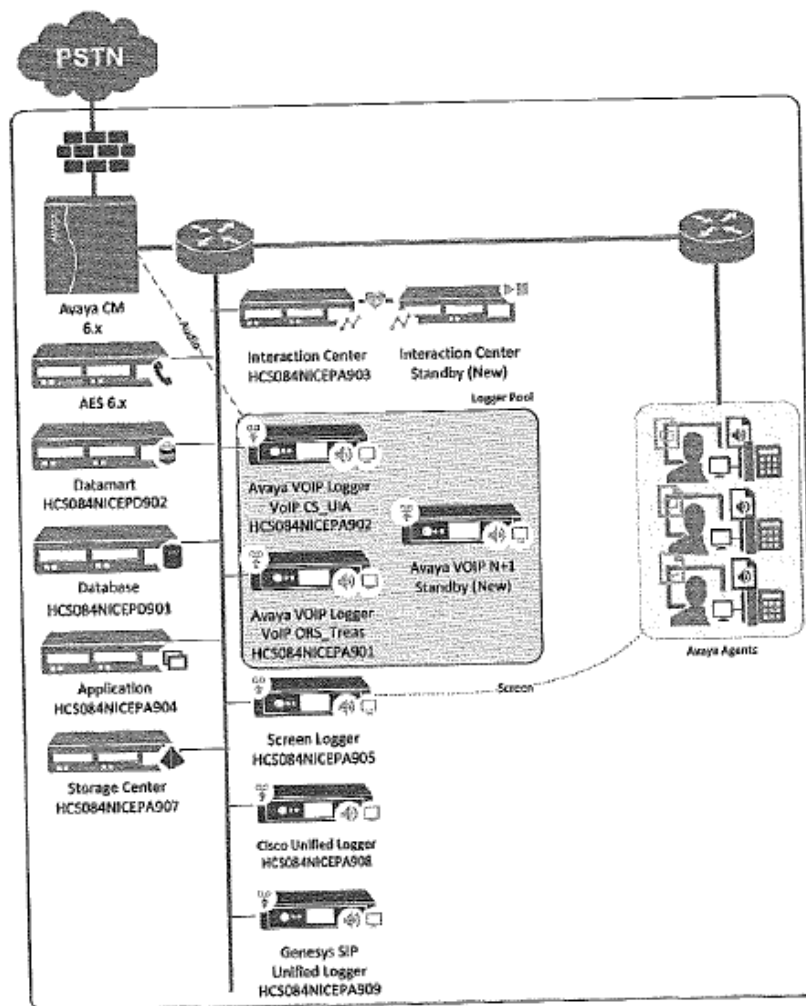
1. Solution's Scope

NICE Systems is pleased to provide State of Michigan with a Quality Management Lab for 5 named agent and is designed to help achieving the following goals:

- Lab that mirrors Production to test updates, changes, and patches for the Cisco Environment.

NICE Solution Design for <X>

2. State of Michigan Current NICE Solution Network Diagram

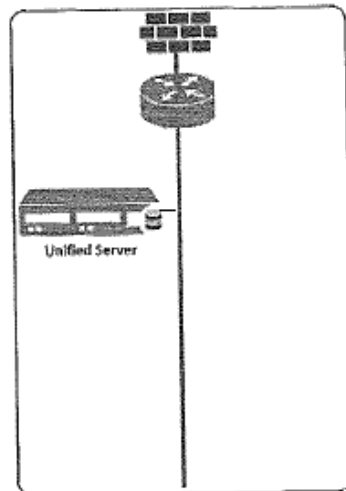


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NICE Solution Design for <X>

3. NICE Future Solution & Integration Diagram:



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4. State of Michigan Solution Overview

4.1 Solution assumptions

Solution Configuration	
Site Configuration	Single Hub - Lab

	Site 1	Site 2	Site 3
Site Name			
Site Type	5		
# of named agents			
# of supervisors			
Total # of seats (including Interaction Analytics, Desktop Analytics and Recording)	100		
% of Voice Recording	24		
Voice Retention (months)	25		
% of Screen recording	24		
Screen Retention (months)			
Screen recording wrap up time in seconds			
# of calls per month			
# of calls per agent per day			
Average Handling Time (AHT, in seconds)	84		
Operational DB retention	18		
DataMart retention			
Multi-Channel recording retention			
Phonetically Analyzed hours per day			
Transcribed hours per day			
Emotion Detection & Talk Pattern Analysis hours per day			
# of Interaction Analytics Agents			
# of Real time Desktop Tagging agents			
# of Real time Desktop Triggering agents			
# of RTPD (Real Time Process Optimization) agents			
# of RTAM (Real Time Activity Monitoring) agents			
# of "Light RTAM" (Application monitoring only) agents			
# of RTRA (Real Time Remote Automation) agents			

Solution Assumptions
NOTES:
<ul style="list-style-type: none"> All Calculations and assumptions in this document are based on Latency which is up to 50 milliseconds roundtrip between the NICE components and the network Additional assumptions may be detailed on each component section.

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4.2 Solution Overview

The NICE Interaction Management 4.1 solution configured for State of Michigan will provide Interaction based Recording (Voice and Screens) for 5 named agents in a Lab environment. The proposed NICE solution includes the following applications:

Package	Quality Management
Application	
Business Analyzer	+ Interactions evaluations and calibration
Interaction Capture	+
Rules Manager	+
Monitor	+
Reporter	+
Recording On Demand (ROD)	+
Archiving	+
Telephony Integrations	+
Users Administrator	+
System Administrator	+
My Universe	+
Forms Designer	+
Call Flow Analysis (CTI events)	+
Scoring, Classification and Visualization	+
NICE Coaching	+
Quality Planner	+
Screen Capture	+
KPI Management System	
Insight Manager	
Clear Sight	
Lexicon Manager	

4.3 Capture Platforms

4.3.1 Voice Capture

The solution includes 5 total number of voice capture channels. Interaction Capture Unit (NICE Log) will support up to 5 concurrent voice capturing channels. The voice capture will interface to a Cisco CUCM 11 via VoIP Active Cisco connection.

Capture servers (Loggers) summary:

Site Hub/ Name	Line Of Business/ Name	Site/ Name/ Location	Channel Count	Recording Mode	Recording Type	Host / Server	Archiving to	Redundancy Type (N+1, post -frames, logger mirroring)	Linked to Interaction Capture Module	Video Compression	Online Storage (hours)	Encryption	DRP	Logging S/N
1		HQ	Total 100%	VoIP Active	None	NAS/EMC			LAB IC	G.729	25	Yes	No	N/A

4.3.2 Screen Capture

The solution includes 5 total number of concurrent screen capture channels. Each NiceScreen Logger supports up to 5 of concurrent recording channels. (May vary - depending on data rates generated by site workstations during recording) - Maximum network bandwidth allowed per NiceScreen Logger is 15 MByte/sec. Each NiceScreen Logger supports up to 50 concurrent playback channels.

Site Hub /Name	Line Of Business/ Name	Site/Name	Screen Logger Storage Capacity	Concurrent Recording Channels	% of Screen Recording (total 1- 100)	Linked to Interaction Capture Number	Recording Mode	Recording Type	Archiving to	Encryption	Logger S/N
1		HQ	Up to 1TB	5	100%	LAB IC	Total	CTL	NAS/EMC	Yes	N/A

Proposed System Capabilities	
Screen recording via Desktop or VDI (Application / Published Desktop)	Both
Capture Type	Hook / Scrape
CTL based screen recording	yes
Record via screen activity	no
Application / URL blocking	no
Greyscale required	no
Resolution Reduction required?	no

4.3.3 CTI Integration

CTI integration with Cisco is proposed.

Data Hub / Name	Site / Name	Line of Business / Name	Interaction Center Number	Linked to Integration Type & version	ACD/Dialog Version	Integration Type	Primary Interface Type and version	Secondary Interface Type and version	Resiliency Type
1	HQ	LAB	LAB IC	Cisco UCCE	11	CTI	ITAPI		
2	HQ	LAB	LAB IC	Cisco ICN		CTI	ICN		

4.4 Servers & Storage Requirements

The solution will be upgraded in functionality using 5 new virtual servers:

Server Name/Type	Number Of Servers	Location	Existing / New	Deployment type (physical/VM)	OS & DB type
Unified Server	1	HQ	New	Virtual	Windows 2008 R2

Server Requirements are detailed in the below Certified Servers Guide

- Servers will be provided by Customer
- Server's specifications attached
- System Sizing below

Note: it is the customer's responsibility to provide additional storage for database backup. The additional storage should be at least the size of the overall storage that is required for all NICE databases that are part of this design.

NICE Solution Design for <X>

Database Server DB size per Data Hub (including SQL Data and Log; not including page file)	
Estimated DB Operational Size	Primary DH
DB Disk Space, Data Only	19
Additional DB Disk Space, SQL Logs Only	4
Total Database Server DB Size	23

SQL SERVER Edition Required	
DB Operational	STANDARD Edition

Estimated Multi Dimensional DB size (GB)	
Multi Dimensional Disk Space, Data Only	4
Additional Multi Dimensional DB Disk Space, SQL Logs Only	1
Total Multi Dimensional DB Size	5

Estimated Data Mart DB size (GB)	
DM Disk Space	6
Additional DM Disk Space, SQL Logs Only	2
Total Data Mart Disk Space	8

SQL SERVER Edition Required	
DataMart	STANDARD Edition
Overall Interactions retention (Month)	3

Storage Center (GB)		Data Hub 1	
Expected Storage Size (including extended retention and 30% local buffer)		OnTAC	Local Buffer
Total Voice Storage	277	0	0
Total Screen Storage	721	0	0
Total Multi-Channel Storage Size	0	0	0
Total Storage size for NICE Media InterConnect - Indirect mode	0	0	0
Total Storage Size	998	0	0
Total Number of Storage Center Servers for Archiving		1	

Storage Center Servers calculation assumes up to 50 ms latency (500ms round trip)

5. Terms & Conditions

1. The information contained in this proposal is subject to change due to factors that include, but are not limited to, changes in the solution design or quantity of products or services desired to be purchased by [Customer Name].
2. Document acceptance requires the completion of a technical discovery and IT requirements review.
3. Customers must supply the appropriate licenses for monitoring and control of each device, CTI, conference/media resource on the PBX and Text Interface to be recorded.
4. Servers and required software will be provided by customer unless otherwise specified.
5. Physical location must be set to the specifications of the site survey guide.
6. The design is valid for a period of 3 months from the last date of update

6. Customer Responsibilities and Supplied Items

Prior to and during the installation, it is important that the appropriate project people are available for assistance during installation at each site. Typically, the primary responsibilities of the customer prior to and during system installation are as follows:

- Allocation of adequate floor space, provision for environmental conditioning and of specified electrical power supplies to the point of the location of service.
- Provision of stable electrical mains and UPS devices (if required).
- Provision of LAN connectivity and IP addresses for all NICE Interaction Management system components including voice capture servers and customer-supplied servers and workstations.
- Provision of all network cabling for the recording of IP speech data, connected to an RJ45 connection point installed inside the cabinet.
- Provision of all network cabling for the system management, connected to an RJ45 connection point installed inside the cabinet.
- Provision of SPAN (Port Copy) port on the Gateway or Switch to provide for all RTP data to the VoIP Logger, and SIP data to the Interactions Center.
- Provision of additional bandwidth in case of active recording
- Provision of workstations for NICE applications, administration and supervision, and for testing the implementation validity.
- Provision of servers for NICE Perform / Interaction Management and associated applications as necessary.

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NICE Systems Statement of Work

NICE Solution Design for <X>

- Provision of Network Attached Storage (NAS) or other centralized archive storage facility, if required.
- Provision of channel mapping information.
- Provision of site Health and Safety training and certification as necessary.
- Enabling remote or onsite access to installation sites on agreed-upon dates for installation, commissioning and acceptance testing in accordance with the project plan.
- Provision of VRS cabinets.
- Provision of remote access to permit remote diagnostics per site.

While the list provided is not exhaustive, it is a representation of the general Customer Responsibilities and items to be supplied by the customer on site. The definitive list of customer supplied items will be supplied by the NICE Project Manager following award of contract.

NICE Solution Design for <D>

7. Open Actions/Issues

	Date Raised	Open Actions/Issues	Owner	Status
1				
2				
3				

9. Appendix A - NICE Interactions Management Components

NIM Fundamentals:

Applications Server

The Applications Server is the main server to which all clients connect when running NICE applications. Various processes and services run to control the operations performed by users and to provide the functions requested.

Database (DB) Server

The Database Server holds call metadata information and administrative information.

Data Mart (DM)

The Data Mart consolidates the reporting information from multiple sites and databases.

ESM (Enterprise Storage Management)

3rd party mass storage device. Among the supported ESM devices you can find:

- EMC2 Centera
- IBM Tivoli (TSM)
- SAN/NAS – direct integration

Interactions Center (IC)

The Interactions Center controls the recordings which are performed by the capture unit. It receives call information from the CTI server through the CTI driver.

The Interactions Center:

- Decides upon call recording and Executes recoding control
- Creates the Interactions Database
- Acts as the focal point for the current state in the recording system

KSM

Key Storage Manager

Media Collection Server

The Media Collection Server is a SW component part of the Media Interconnect solution. The Media Collection Server is in charge for defining the import tasks of the Media Interconnect Solution.

Media Adaptor

The Media Adaptor is a SW component part of the Media Interconnect solution. The Media Adaptor gets its configuration from the Media collection Server, connects to the available Media and populates the NIM DB with it.

Reporter

NICE Interactions Management SW components in charge for generating the reports set by the user. Usually this component is hosted on the DataMart Server

Screen Logger

Screen Logger enables you to record and play back the agent's screen activity synchronized with its corresponding voice recording.

Storage Center

Storage Center is responsible for audio and screen archiving from the capture units to the customer provided storage device. The solution is a rules based application allowing users to build flexible archive schedules and retention settings per user or LOBs.

Stream Server

The Stream Server is an optional server that resolves problems of streaming media from the media source.

There are two types of Stream Servers:

- NICE Stream Server
- Microsoft Windows Media Services (WMS) Streaming Server

TDM Logger

The Logger is a digital/analog voice logging system. Loggers continuously and simultaneously record and archive audio from multiple sources. Audio is recorded to the hard drive of the Logger for short term playback capability.

Telephony Services Server

The Telephony Services Server is an optional server that enables performing Playback to Extension (instant callback), implements NICE Customer Feedback™ and creates clips.

VoIP Logger

The VoIP Logger provides VoIP recording solutions to customers that are deploying IP telephony networks. Audio is recorded to the hard drive of the Logger for short term playback capability.

VRA (VoIP Recording Agent)

A capturing module which is installed on a desktop in order to supply recording capabilities of remote agents. The VRA ensures that voice activity from IP phones is captured and forwarded to a VoIP Logger.

VRSP (Voice Recording SIP Proxy)

NICE proxy component for interoperability with 3rd party telephony vendors. VRSP plays role of forwarding device in active VoIP and SIP recording architectures.

Deployment and Monitoring Components:**NDM (NICE Deployment Manager)**

The NICE Deployment Manager is a tool used for the deployment of the NICE Interactions Management solution. The NDM get the configuration of the environment to be deployed on from the SRT and push the SW to the relevant server and install them according to a pre-defined order of actions.

Sentinel

Sentinel is an easy-to-use monitoring and alarming suite specially tailored for NICE Perform, providing information as to the system's availability, faults and performance in real-time. NICE Sentinel covers the recording and archiving domains, and provides NICE Perform system administrators with detailed information, in order to address any problem in a fast and precise manner.

SRT (Site Readiness Tool)

The Site Readiness Tool is a tool used pre-deploying the NICE Interactions Management to verify the IT environment is ready and set according to the NICE Interactions Management pre-requisites.

NIM Deployment Schemes

Unified Recorder

All-in-One server that hosts VoIP Logger, Screen Logger, Interactions Center and Telephony Services Server. It is mainly used to reduce TCO for deployments with multiple remote branches

Unified Server

A deployment scheme of NICE Interactions Management solution in which all components but the Loggers and Sentinel Server are utilizing the same Server – the Unified Server

Semi- Distributed DB & DM Server

A server part of a deployment scheme of NICE Interactions Management solution called "Semi Distributed". The Semi- Distributed DB & DM is utilized for the NIM Database and DataMart.

Semi- Distributed NIM Server

A server part of a deployment scheme of NICE Interactions Management solution called "Semi Distributed". The Semi- Distributed NIM Server is utilized for all NIM components beside Database, DataMart Loggers and Sentinel Server.

Interactions Analytics Components

Content Analysis Servers

A Content Analysis Server enables NICE Interaction Management to automatically extract data from the content of any interaction, audio or text, analyze it, and produce usable results for system users. These results provide information for a better understanding of the interactions and their implications. There are several types of Content Analysis servers:

- Word Search
- Speech to Text Server
- Text Mining Server (TMS)
- Voice Biometrics Applications and Processing
- Text Analysis Server
- Talk Analysis/ Emotion Detection

RT Insight Manager

Creates and manages categories to classify interactions based on filters criteria. Sends the interactions to the Real-Time Content Analysis servers for analysis.

RT Word Search

Used for Real-Time Speech Analytics. Searches audio for predefined words and phrases in Real-Time. Words found are mapped to categories that then trigger the agent contextual guidance using RT Client

Speech-to-Text Server

Generates a written transcript of a selected interaction.

Talk Analysis / Emotion Detection

Emotion detection - An advanced speech technology that allows spotting stress-related calls quickly, whether the anxiety is on the customer or the agent side.

Talk Analysis - Used to identify patterns of speech such as periods of silence and the percentage of the interaction dominated by either side of the conversation (agent or customer).

NICE Solution Design for <X>

Text Analysis Server

Text Analysis server enables you to search text interactions, such as email and chat, for predefined words and phrases. In addition, the Text Analysis server enables you to search for sentiment within the text interactions.

Text Mining Server (TMS)

Enables text mining to support the Hot Topics component in My Universe, as well as to see text mining results in ClearSight.

Voice Biometrics Application and Processing

Stores the voiceprints needed for Contact Center Fraud Prevention and performs the voice analysis, matching the fraudster voiceprints to client interactions.

Word Search Server

Searches audio for predefined words and phrases. Word search can locate interactions that contain specific words, which have been predefined in the Lexicon Manager

Actimize Integrated Components (for CCFP)**AIS (Actimize Intelligence Server)**

The Actimize Intelligence Server™ (AIS) monitors events in batch and real-time by enabling clients to integrate transactional front and back office data streams with contextual information stored in data warehouses.

RCM Applications

The Actimize Risk Case Manager™ (RCM) provides analysts, managers, compliance officers, and other knowledge workers with the information to formulate a tactical response to and conduct an effective investigation of alerts generated by other solutions like CCFP or the Actimize Intelligence Server™.

RCM DB

The Actimize Risk Case Manager DB is the Database supporting the RCM Applications.

RTI Solutions**ITI Connect Server**

The ITI Connect Server receives events and data extractions from the NICE RT clients that run on the agents' desktops, according to which it tags calls, Starts/Stops recording calls (voice and screen) according to different screen events. Desktop Tagging /Desktop Triggering require client installation on the agent's PC.

Cognos Server

Part of the Real Time Applications Monitor (RTAM) solution, it is also part of RTPD. The Cognos Server is the SW component in charge for generating the reports set by the user. In RTAM it is predefined reports and the user can build custom reports OTO the Cognos platform.

RT Client

An agent that runs on the agent's desktop that analyzes desktop activity events and data, sends notifications on these events to NICE Interaction Management and displays Real-Time callouts to the agent based on predefined rules and processes (FKA as Screen Content/Desktop Analysis Agent).

RT Database

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NICE Systems Statement of Work

NICE Solution Design for <X>

The RT Database server is the data base serving RTI solutions.

RT Designer

The RT Designer enables the site owner to design a full set of rules, and publish them in a Solution file. The RT Client can then import the Solution File and executes the rules. The RT Designer is installed on a workstation.

RT Server

RTI applications server

ATTACHMENT E: CHANGE ORDER REQUEST FORM

Customer Information	
Fully-Executed SOW	Fully-Executed SOW dated <<Insert SOW Effective Date here, located in the first paragraph of the SOW>> << If there is no SOW for the Project mark "N/A" >>
NICE Engagement Number	<<Insert ENG-xxxx-xxxxxxx>>
Customer Entity Name	State of Michigan
Site Address (i.e. where installation will take place)	
Customer Contact Name	
Customer Contact Phone Number	

Date Requested: _____

Requested by: _____

Date Desired: _____

Priority Requested: (check one)

☐ High☐ Medium☐ Low

Software Release / Version: _____

Change Overview:

<<Explain in detail the change in scope of Services or Product under the Change Order>>

Part Number	Product or Services Description	Quantity	Unit Cost	Extended Fees
<<Insert Part Number from quote>>	<<Insert description from quote>>	<<Insert quantity>>	<<Insert Unit Cost from quote>>	<<Insert fees from quote>>
Other Items For Consideration:				

Except as modified by this Change Order, the SOW will remain in full force and effect; In the event of a conflict between the terms of the SOW and the terms of this Change Order, the terms of the Change Order will govern. All Services will be invoiced upon completion.

The Parties have caused this Change Order to be executed by their respective authorized signatories as of the date first set forth below.

NICE Systems, Inc.

State of Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NICE Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F: STATE OF MICHIGAN IT SERVICES

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

Project Title: NICE Lab Server Initial Cisco V11 Infrastructure upgrade need	Period of Coverage: NA
Requesting Department: DTMB	Date: 06/21/2016
Agency Project Manager: Dennis Knechtges	Phone: 517-636-5060
DTMB Project Manager: Dennis Knechtges	Phone: 517-636-5060

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

Due to changes in the State's Cisco Telephony system (V10 to V11 with new infrastructure), and to provision NICE Enterprise Recording for an in-progress project (Netech DTMB CSC) the DTMB/ MIECC needs to establish a NICE Lab environment with integration to the new Cisco Telephony change. We can then ensure that integration for our enterprise application will work for the new project and upcoming new additions.

PROJECT OBJECTIVE:

See detail above.

SCOPE OF WORK:

This internal SOW is associated with the attached or enclosed NICE SOW, for the purpose of implementing a NICE Lab environment. This includes new software, and professional services from NICE to configure and test integration to the State's new Cisco Telephony system, which is being rebuilt from the ground up to change from Cisco Version 10 to Cisco Version 11.

TASKS:

High level tasks:

1. SOM: Order and standup a new Virtual Server
2. SOM: Approval of SOW and purchase order for Vendor Services.
3. Vendor: Delivery of Application software
4. Vendor: Delivery of Vendor Professional Services for installation/configuration, and testing.
5. SOM and Vendor: Services Acceptance of final lab environment via ITP (Installation test plan) with Vendor.

High-Level Project Schedule

Estimated Project Start Date: The earlier of July 28, 2016 or within four (4) weeks of the SOW Effective Date and NICE's receipt of State of Michigan Purchase Order.

Estimated Project Completion Date: September 21st, 2016.

Notwithstanding anything to the contrary in this SOW, the parties agree and acknowledge that the Estimated Project Completion Date is contingent upon the actual project start date following execution of this SOW, NICE's receipt of Purchase Order from State of Michigan, and State of Michigan's completion of Site Preparation Checklist and Site Readiness Testing in accordance with Section 4 Assumptions and Attachment A – Planning Phase Site Readiness.

Any changes to the Estimated Project Start Date or Estimated Project Completion Date will be subject to a Change Order agreed by the parties in accordance with Section 6 of this SOW.

SERVICES ACCEPTANCE CRITERIA:

In accordance with Section 9 of the SOW.

PROJECT CONTROL AND REPORTS:

No specific controls or reports needed for this effort. MIECC will be working hand in hand with Vendor implementation team until completion.

PAYMENT SCHEDULE:

Contractor will invoice the State upon completion of the Services in accordance with Section 2.044 (d) of the Master Contract 071B3200034.
See Attachment C of the Vendor SOW for Quote.

EXPENSES:

For the avoidance of doubt, travel and out-of-pocket expenses ("Expenses") are not separately reimbursable by SOM unless, on a case-by-case basis for unusual expenses, the Customer has agreed in advance and in writing to reimburse Vendor for such Expenses at SOM's then current travel reimbursement rates. Customer shall provide a single point of contact for management and approval of Expenses.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Name	Dennis Knechtges
Department	DTMB / MIECC
Area	
Building/Floor	Operations Center/Second
Address	7285 Parsons Drive
City/State/Zip	Dimondale/Mi
Phone Number	517-636-5060
Fax Number	NA
Email Address	knechtgesd1@mi.gov

AGENCY RESPONSIBILITIES:

As noted in this and Vendor SOW.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Remote assisted access/ Lake Superior Hosting Center, Secondary Complex, Lansing, MI

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

NA
No overtime will be permitted.

This purchase order is a release from Contract Number 071B3200034. This purchase order, statement of work, and the terms and conditions of Contract Number 071B3200034 constitute the entire agreement between the State and the Contractor.

AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 003
 to
 CONTRACT NO. 071B3200034
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Nice Systems, Inc 301 Route 17 North Rutherford NJ, 07073	Andy Bollinger	andy.bollinger@nice.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	773-425-3446	*****0126

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Scott Hall	(517) 241-4255	HallS9@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Nice Maint. And Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 14, 2012	September 28, 2015	2 - 1 Year	September 28, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		NA
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,069,895.00		\$ 0.00	\$1,069,895.00	
DESCRIPTION: Agency (MiECC) request to issue SOW and add funding (\$6981.09) from previous ad bd approval of \$470,000 for attached statement of work requests. Request \$66,627.00 MAIN balance \$59,645.91 All other terms and conditions remain the same. (Correction made to total contract value.)				
Available Ad Board dollars remaining for SOW's for this contract \$463,018.91.				

NICE Systems, Inc.
Statement of Work
For State of Michigan
(NICE Recording Redundancy)

NICE® ■ Intent. Insight. Impact.™

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1.0	03012016	CBentley	First draft/revision
2.0	03232016	CBentley	Add new Attachment C, embed quote
3.0	04252016	CBentley	
4.0	05192016	CBentley	Embed corrected NSD in Attachment D
5.0	05272016	CBentley	Add high-level project overview to Attachment A
6.0	06092016 06132016	CBentley	

1. CONTRACT REFERENCE

This statement of work ("Statement of Work" or "SOW") is entered into as of June 15, 2016, and is governed by the Terms and Conditions dated November 20, 2012 between NICE Systems, Inc. ("NICE") and State of Michigan ("Customer") (the "Contract"). The detailed services to be performed under this SOW ("Services") are described below. The terms and conditions of the Contract are incorporated into and made a part of this SOW. Capitalized terms used in this SOW and not otherwise defined herein shall have the meaning assigned to such terms under the Contract.

2. ATTACHMENTS

The following attachments are incorporated into and made a part of this SOW:

- Attachment A: Description of Services
- Attachment B: NICE Services Pricing Detail
- Attachment C: NICE Quotation
- Attachment D: NICE Solution Design
- Attachment E: Change Order Request Form

3. SOLUTION OVERVIEW

NICE will provide Customer with Services relating to the expansion of the current NICE Interaction Management 4.1 ("NIM 4.1") system by one-hundred sixty-five (165) redundant VoIP voice recording channels with Avaya DMCC integration (the "Solution").

For a detailed description of the Services included pertaining to the Solution, refer to Attachment A of this SOW.

For a detailed description of the technical specifications pertaining to the Solution, refer to Attachment D of this SOW.

4. PROJECT ASSUMPTIONS

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the project schedule, fees and expenses, tasks, and the level of effort required to perform the Services covered by the SOW.

General Assumptions

- Customer shall be responsible for the responsiveness and performance of any third-party vendor and/or subcontractor engaged by Customer in connection with the Solution described in this SOW.
- Customer will provide reasonable access to the necessary Customer facilities, and suitable workspace for all NICE project team members when working at the Customer's site when necessary. Suitable workspace includes, but is not limited to, desks, telephones, access to the system and meeting rooms.
- Installation of Products and application migration and testing will be performed during NICE's normal business hours (Monday-Friday 8:00AM-5:00PM local time zone where the NICE implementation resides). However, Customer has purchased two (2) days to accommodate an out-of-hours implementation which will be performed outside of NICE's normal business hours listed above.

Technical and Functional Assumptions

- NICE will provide the NICE Site Preparation Checklist at the project kickoff meeting, as outlined in Attachment A. Customer will complete all items on the NICE Site Preparation Checklist approximately two (2) weeks prior to the commencement of installation.
- Upon completion of the NICE Site Preparation Checklist, Customer will execute the Service Readiness Tool ("SRT") to ensure site readiness, and will inform NICE of any deficiencies relative to site readiness. Customer should note that this may affect project timelines.

5. ROLES AND RESPONSIBILITIES

NICE Resources

Promptly following the execution of this SOW by both parties, NICE will assign a project manager ("NICE PM") in connection with its performance of the Services to be performed hereunder. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the Customer team, including the development of a project plan, and NICE's coordination of the Services to be performed by it hereunder.

NICE Roles and Responsibilities

- NICE Project Manager – Responsibilities of the NICE PM include:
 - Be a proactive and customer-centric interface between Customer and NICE, while determining that internal customers, technical staff and upper management are kept aware of project status, issues, and escalations.
 - Plan, estimate and organize overall implementation of NICE products while being applied in Customer environments.
 - Provide daily direction, motivation and support to project team.
 - Plan for project contingencies and anticipate variations that may affect resources, successful implementation and revenue recognition.
 - Serve as the communication link between Customer and NICE throughout the entire project, and act as liaison with other NICE departments.
- NICE Professional Services Engineer ("PSE") – The NICE PSE will verify site prerequisites, install and configure the Solution, and conduct the Installation Test Procedure ("ITP").

Customer Resources

Customer will assign a project manager ("Customer PM") in connection with the Services to be performed hereunder. The Customer PM will serve as the primary point of contact for Customer in connection with the Services, and will be responsible for working with the NICE team, including the development of a project plan, and Customer's internal coordination of the Services to be performed by NICE hereunder.

Customer Roles and Responsibilities

- Customer Project Manager – The NICE PM and Customer PM will work together to act as the main vehicle for all communications and implementation-related activities.
- System Administrator – This person will be familiar with all operational aspects of the NICE Solution that is installed. They will understand the basic functional components of the Solution and how they should be deployed within the Customer contact center infrastructure. The System Administrator will have the most technical responsibility within the project.
- Telephony Administrator / Specialist – This person may be needed to address telecom-related issues.

6. INSTALLATION / REMOTE ACCESS

Installation of the Solution will be performed via remote access. Remote access is a key activity detailed on the NICE Site Preparation Checklist and is an implementation milestone. Remote VPN access is required. Access to the Products is required when performing various installation and maintenance support activities for the Solution. Local administrative rights are also required for some installation activities and maintenance activities. Onsite access may be necessary for certain activities.

7. CHANGE MANAGEMENT PROCESS

Any changes to the Solution design and scope following execution of this SOW may impact project dates resulting in additional Product and Services fees, as well as elevated risk to the project. Changes to the Solution design, project scope, project dates, and any associated project dates, and any associated additional charges and/or costs must be mutually agreed upon in writing prior to the performance of any Services related to such changes, and will only be valid when agreed upon in writing by both parties using the Change Order Request Form in Attachment E of this SOW. All changes to Services scope are subject to resource availability.

8. FEES

The total cost of the Product related to this SOW is Thirty-Four Thousand Six-Hundred Fifty Dollars (\$34,650.00).

The total cost of the Support Services related to the Product is Six-Thousand Two-Hundred Thirty-Seven Dollars (\$6,237.00).

The total cost of the Services to be performed hereunder is Twenty-Five Thousand Seven-Hundred Forty Dollars (\$25,740.00). NICE shall invoice Customer for completed Services as outlined in Attachment B: NICE Services Pricing Detail. For the avoidance of doubt, travel and out-of-pocket expenses ("Expenses") are not separately reimbursable by Customer unless, on a case-by-case basis for unusual expenses, the Customer has agreed in advance and in writing to reimburse NICE for such Expenses at Customer's then current travel reimbursement rates. Customer shall provide a single point of contact for management and approval of Expenses.

9. SERVICES ACCEPTANCE

Contractor has a documented installation process with supporting manuals and comprehensive check lists to assist our staff throughout every stage of the installation and testing process. Contractor performs functional testing through the use of the Contractor Installation Test Procedure (ITP). This document covers all facets of system functionality and can be made available to the client in advance, upon request. At the completion of the installation, Contractor utilizes the extensive Installation Test Procedure ("ITP") to test the overall system operability. The Contractor will review the ITP with a State of Michigan representative (such as a State of Michigan Project Manager) to show overall system readiness. While Contractor conducts the ITP, a State representative will be available to actively participate in the process. The State point of contact is responsible for notifying all State interested parties that the ITP has been completed.

Commencing upon the date immediately following the date of NICE's completion of the ITP Customer shall have five (5) calendar days to test the Services to verify whether they conform to the Acceptance Criteria ("Initial Test Period"). If Customer provides written notice to NICE within the Initial Test Period of any material non-conformities ("Non-Conformity(ies)") of the Services to the Acceptance Criteria ("Non-Conformity Notice") (each Non-Conformity Notice shall include any available information in Customer's possession regarding the Non-Conformities, including, to the extent available, all documentation reasonably necessary for NICE to evaluate and correct the Non-Conformities), NICE shall promptly correct such Non-Conformities at its own expense and shall notify Customer when the corrections are complete. Customer will then have two (2) calendar days (or such other period if agreed upon by the Parties in writing) to test the resubmitted Services to verify whether the Non-Conformities previously identified by Customer have been resolved ("Retest Period").

Acceptance of Services will take place upon: (a) Customer providing written notice to NICE of the conformance of the Services with the Acceptance Criteria; (b) Customer's failure to notify NICE of any Non-Conformities in the Services within the Initial Test Period or, if applicable, the Retest Period; or (c) Customer's use of the software related to the Services provided under this SOW in its production environment for productive business purposes unrelated to the acceptance testing process set forth in this Section. Upon Customer's signature of ITP, NICE and Customer will retain a copy of the document. The Customer point of contact is responsible for notifying all Customer parties that the ITP has been completed.

The Parties have caused this SOW to be executed by their respective authorized signatories as of the date first set forth above.

NICE Systems, Inc.

State of Michigan

By: Shachar Feldman
Name: Shachar Feldman
Title: VP Services
Date: June 15, 2016

By: _____
Name: _____
Title: _____
Date: _____

NICE Systems, Inc.

By: Kim Cohen
Name: Kim Cohen
Title: Director, Finance
Date: June 15, 2016

ATTACHMENT A: DESCRIPTION OF SERVICES

Project Activities

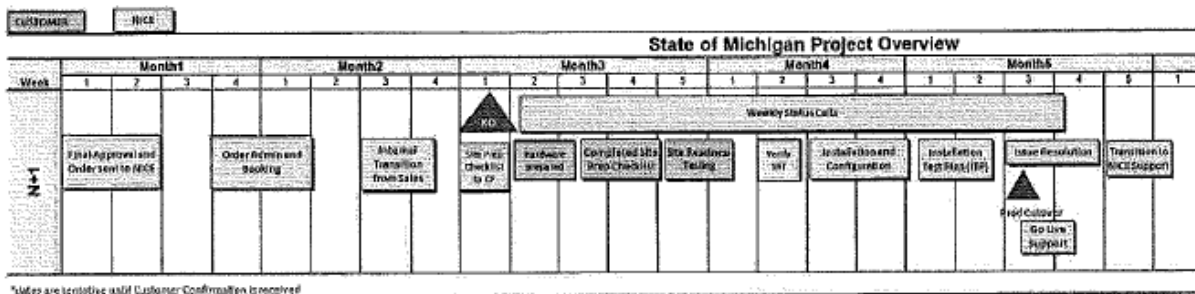
NICE follows standard PMI implementation methodology. The Solution will be implemented in accordance with the following phases and activities:

Activity	Description	Primary Responsibility	Output
Initiation Phase			
Project Validation	<ul style="list-style-type: none"> ▪ Customer assigns Project Manager. ▪ NICE assigns Project Manager. ▪ NICE Project Manager reviews Customer-purchased Solution. ▪ NICE Project Manager reviews Sales Milestone Kit and accepts project. 	NICE / Customer	
Sales to Services Handover	<ul style="list-style-type: none"> ▪ NICE Project Manager conducts Post-PO Sales to Service ("S2S") internal call with NICE Account Team to review SOW, Pricing and Solution Design relative to Customer business need. 		
Planning Phase			
Internal Kickoff Meeting	<ul style="list-style-type: none"> ▪ Preparation for Customer Kickoff Meeting ▪ Preliminary Project Plan is developed 	NICE	Preliminary Project Plan
Customer Kickoff Meeting conducted	<ul style="list-style-type: none"> ▪ Review and finalize proposed Project Plan ▪ Review executed Statement of Work ▪ Review NICE Site Preparation Checklist 	NICE/Customer	Final Project Plan

Activity	Description	Primary Responsibility	Output
Execution Phase			
Site Preparation Checklist and Site Readiness Tool completed	▪ Customer completes all items on the Site Preparation Checklist at least two (2) weeks prior to the installation date.	NICE/Customer	SPC
	▪ The NICE PM receives the completed NICE Site Preparation Checklist ("SPC") from Customer.	NICE	
	▪ Customer executes the NICE Site Readiness Tool ("SRT"), and delivers output file to NICE.	Customer	SRT Output
	▪ NICE verifies SRT output and that all items on the Site Preparation Checklist are completed. Installers are notified.	NICE	
System Installed	<ul style="list-style-type: none"> ▪ Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with Customer. A Customer representative will be available for the NICE Professional Services Engineer ("PSE") to contact for support. ▪ System includes components as described in the Solution Overview section of this SOW. 	NICE	

Activity	Description	Primary Responsibility	Output
Execution Phase (continued)			
Installation Test Procedure ("ITP")	<ul style="list-style-type: none"> While NICE conducts the ITP, a Customer representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Customer. NICE and Customer will retain a copy of the document. The Customer point of contact is responsible for notifying all Customer parties that the ITP has been completed and accepted in accordance with Section 9 of this SOW, signifying the completion of the installation. 	NICE/Customer	ITP completed
Closure Phase			
Solution begins working	<ul style="list-style-type: none"> Solution begins working in Customer environment(s). Outstanding issues are addressed. Transition of support to NICE Customer Support Center ("CSC") takes place. 	NICE	

High-Level Project Estimation



ATTACHMENT B: NICE SERVICES PRICING DETAIL

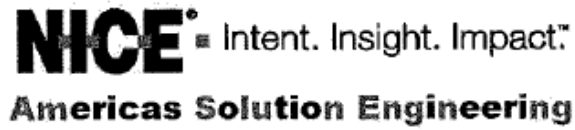
Description	Service Identifier	Quantity	Unit Price	Discount (%)	Unit Sell Price	Total \$/L1 Price	Inventory Terms
Project Management:							
Project Management - Daily Rate (P60 per day)	PS-PM-DVL-01	1	\$2,000	10%	\$1,800.00	\$1,800.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Technical Implementation / Installation							
Weekday Evening Out-of-Hours Premium for Installation: Charge for installations beyond business working hours of M-F 8:00AM-5:00PM, per day	PS-NS-DVL-AFTER-HRS-01	2	\$2,000	10%	\$1,800.00	\$3,600.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Voice Capture Installation (HDL Platform), per integration instance - up to 5 loggers	PS-INS-BA-VC-01	1	\$7,000	10%	\$6,300.00	\$6,300.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Redundant (N+1) Voice Capture Installation (HDL Platform)	PS-INS-BA-VCRD-01	1	\$2,800	10%	\$2,520.00	\$2,520.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Encryption Implementation (Price per Data Hub)	PS-TEC-IM-ENCR-01	1	\$13,000	10%	\$11,700.00	\$11,700.00	NICE will invoice upon notification to Customer of NICE's completion of the Installation Test Procedure (ITP) as defined in Attachment A - Execution Phase: Installation Test Procedure, and Customer's Acceptance in accordance with Section 9 of this SOW.
Travel & Expenses:							
Travel & Expenses, as expenses are incurred	PS-NS-TE-01	1	\$0	0%	\$0.00	\$0.00	For the avoidance of doubt, travel and out-of-pocket expenses ("Expenses") are not separately reimbursable by Customer unless, on a case-by-case basis for unusual expenses, the Customer has agreed in advance and is willing to reimburse NICE for such Expenses at Customer's then current travel reimbursement rates. Customer shall provide a single point of contact for management and approval of Expenses.
Total Professional Services:						\$25,740	

ATTACHMENT C: NICE QUOTATION

NICE Quote #18016 Opportunity #OP-00162540

Products							
Description	Part Number	Unit of Measure	Quantity	Unit Price	Discount (%)	Unit Price	Total Price
Software							
Redundant Voice Capture, Price per Channel - New License	NICE-INVCRD	Per Channel	165	\$250	20%	\$175.00	\$28,875.00
Exemption for Redundant Channels, Price per Channel - New License	NICE-INVCRN	Per Channel	165	\$30	20%	\$24.00	\$3,960.00
Total Software:							\$34,835.00
Total Products:							\$34,835.00
Professional Services							
Description	Part Number	Quantity	Unit Price	Discount (%)	Unit Price	Total Price	
Project Management							
Project Management - Daily Rate (Price per day)	PS-PM-DLY-01	1	\$2,000	10%	\$1,800.00	\$1,800.00	
Technical Implementation/Installation							
Weekday Evening Out of Hours Premium for Installation: Charge for installations beyond business working hours of 16:00-21:00hrs, per day	PS-INS-DVL-AFTERHRS-01	2	\$2,000	10%	\$1,800.00	\$3,600.00	
Nice Capture Installation (NIC Platform), per Integration Instance - up to 5 loggers	PS-INS-BAVC-01	1	\$7,000	10%	\$6,300.00	\$6,300.00	
Redundant (N+1) Voice Capture Installation (NIC Platform)	PS-INS-BAVCRD-01	1	\$2,345	10%	\$2,110.50	\$2,110.50	
Encryption Implementation (Price per Data Hub)	PS-TEC-ENCOR01	1	\$11,000	10%	\$9,900.00	\$9,900.00	
Travel & Expenses							
Travel & Expenses, as expenses are incurred	PS-EXP-TR-01	1	\$0	0%	\$0.00	\$0.00	
Total Professional Services:							\$26,710.50
Products Price for Maintenance Calculation (calculated from here)							\$34,835.00
Description	Part Number	Unit of Measure	Maintenance %	Maintenance Price	Discount (%)	Maintenance Price	Total Maintenance
NICE Enterprise Maintenance Enhance	PS-MNTENHCR	N/A	18.0%	\$6,237	0.0%	\$6,237	\$6,237.00
Total Maintenance:							\$6,237.00

ATTACHMENT D: NICE SOLUTION DESIGN DOCUMENT



NICE Solution Design

NICE Customer Interaction Management Suite Release 4.1 Recording Redundancy for State of Michigan

Modified Date:	02/01/2016
Sales Engineer:	Christopher Rawlins
Document Version Number:	Version 1.1

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NICE Solution Design for State of Michigan

Revision History

Christopher Rawlins	02/01/2016	Initial Release	1.0
Christopher Rawlins	02/26/2016	Added Customer's Network Diagram, Updated NICE Solution Design	1.1

Related Internal Commitments

Customer Information

Existing Customer	Yes	SFDC Opp Number:	OP-00162540
		NPD Quote Number:	118015
Design Type:	Expansion / Functionality Addition		



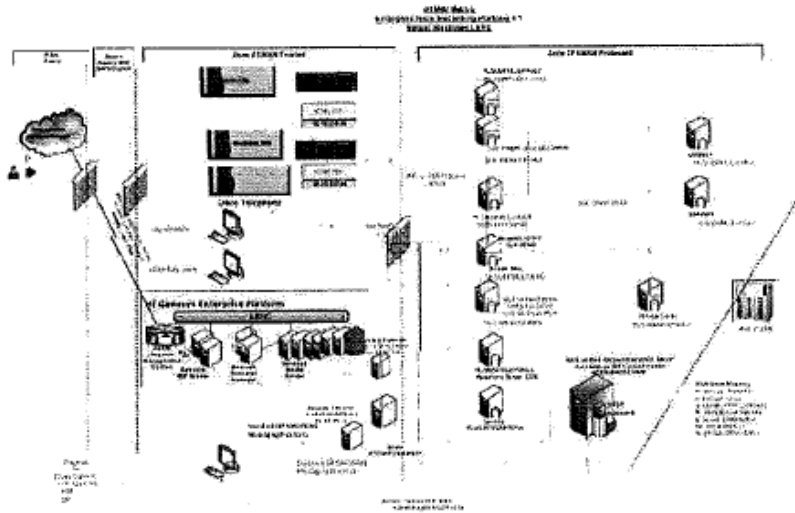
SummaryPageData.csv

1. Solution's Scope

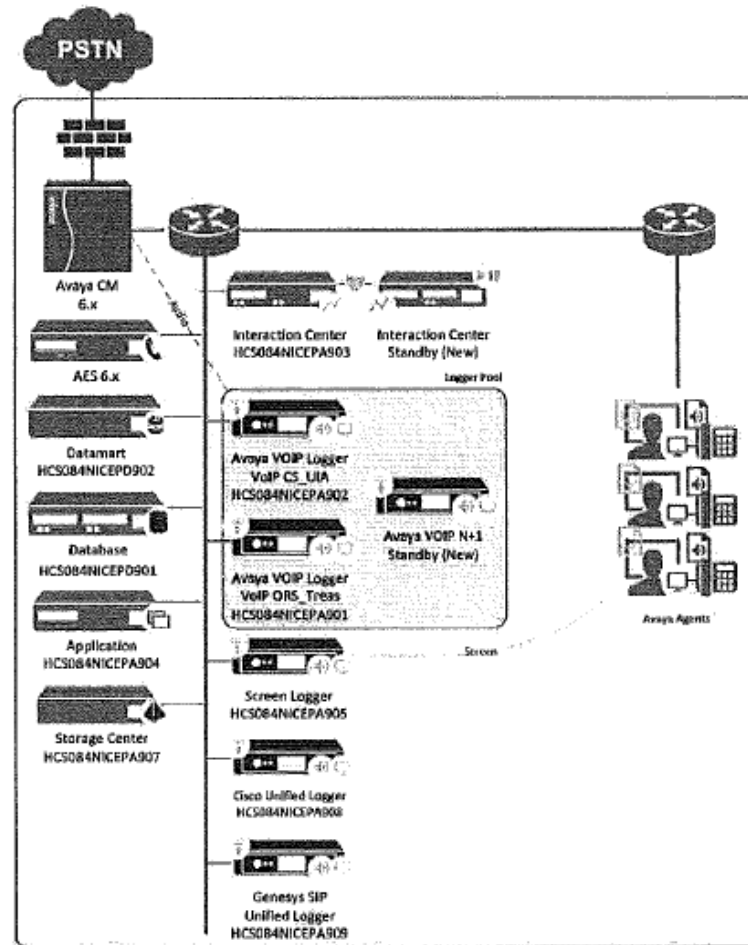
NICE Systems is pleased to provide State of Michigan a proposed solution for adding 165 Redundant VoIP Channels to the existing Avaya DMCC VoIP Loggers and configure a Stand-by Interaction Center. State of Michigan will provision a new Virtual VoIP Logger and Virtual IC to support this upgrade.

NICE Solution Design for State of Michigan

2. State of Michigan Network Diagram



3. NICE Solution & Integration Diagram:



NICE Solution Design for State of Michigan

3.1 Capture Platforms

3.1.1 Voice Capture

The solution includes 1 total number of new redundant voice capture channels. The voice capture will interface to a Avaya Communication Manager via VoIP Active DMCC connection.

Capture servers (Loggers) summary:

Item No./Name	Line Of Business / Item	Site Name/ Location	Channel Count	Recording Mode	Recording Type	Host / Storage	Archiving SS	Archiving Data (incl. host, process, backup frequency)	Unarchive Information Center Number	Video Compression	Storage Capacity (hours)	Retention	Setup	Location S/N
1	GC	GC	MS	100% 100%	Y/N/Active DMCC	None	None	None	30.1	6.1	100%	Yes	As	MSR

3.1.2 CTI Integration

CTI Integration with Avaya CM / Avaya AES is proposed.

Item No./Name	Site Name	Line Of Business/ Name	Injection Center Number	Unarchive Information Type& version	ACD/Driver Version	Integration Type	Integration Version	Secondary Interface Type and version	Resiliency Type
1	GC	GC	30.1	Avaya CM ACD		CTI	AES ESAPI 6.1		ESB

3.1.3 Resiliency

Cluster components support (CTI Integration, Application Server, DB, Storage) is proposed utilizing NICE approved cluster HW.

Recording Resiliency support for N+1 interaction capture is included with 3 loggers (2 Existing, 1 New) per N+1 chain. (Note: requires purchase of additional hardware for TDM installations, and Multicast for VoIP environments)

Hot-standby recording units (N+1, 1:1)	Yes
Logger Teaming with N+1 (passive VoIP only)	No
Hot Swappable RAID-1 HDD on the Nice Log capture units	N/A
Database resiliency	None
Applications servers resiliency	None
Interactions Center servers	MS Cluster
ITI Connect Server	None
MDC Type	Recording Continuity
Cross-linked DDI	No
Implementing MDC on existing NIM 4.1 system	No
Conversion of NPR3.x DR solution to MDC	No

NICE Solution Design for State of Michigan

3.2 Monitoring

Connecting to existing Sentinel (if yes, specify the Existing Sentinel location)	Yes
Number & Names of Datahubs to be monitored	1
# of Servers to be monitored	2 New
NICE Sentinel type	64bit
Number of Remote Clients (5 remote clients are provided by default)	5
Northbound trap forwarding required?	No
Sentinel cold standby	No

3.3 Servers & Storage Requirements

The solution will be installed using 2 servers:

		(physical/vm)			
Clustered Interactions Center Servers	1	DC	New	VM	Microsoft Server 2008 R2
VoIP Logger Server	1	DC	New	VM	Microsoft Server 2008 R2

- Servers will be provided by Customer
- Server's specifications attached



4. Terms & Conditions

1. The information contained in this proposal is subject to change due to factors that include, but are not limited to, changes in the solution design or quantity of products or services desired to be purchased by [Customer Name].
2. Document acceptance requires the completion of a technical discovery and IT requirements review.
3. Customers must supply the appropriate licenses for monitoring and control of each device, CTI, conference/media resource on the PBX and Text Interface to be recorded.
4. Servers and required software will be provided by customer unless otherwise specified.
5. Physical location must be set to the specifications of the site survey guide.
6. The design is valid for a period of 3 months from the last date of update

5. Customer Responsibilities and Supplied Items

Prior to and during the installation, it is important that the appropriate project people are available for assistance during installation at each site. Typically, the primary responsibilities of the customer prior to and during system installation are as follows:

- Allocation of adequate floor space, provision for environmental conditioning and of specified electrical power supplies to the point of the location of service.
- Provision of stable electrical mains and UPS devices (if required).
- Provision of LAN connectivity and IP addresses for all NICE Interaction Management system components including voice capture servers and customer-supplied servers and workstations.
- Provision of all network cabling for the recording of IP speech data, connected to an RJ45 connection point installed inside the cabinet.
- Provision of all network cabling for the system management, connected to an RJ45 connection point installed inside the cabinet.
- Provision of SPAN (Port Copy) port on the Gateway or Switch to provide for all RTP data to the VoIP Logger; and SIP data to the Interactions Center.
- Provision of additional bandwidth in case of active recording.
- Provision of workstations for NICE applications, administration and supervision, and for testing the implementation validity.
- Provision of servers for NICE Perform / Interaction Management and associated applications as necessary.
- Provision of Network Attached Storage (NAS) or other centralized archive storage facility, if required.
- Provision of channel mapping information.
- Provision of site Health and Safety training and certification as necessary.
- Enabling remote or onsite access to installation sites on agreed-upon dates for installation, commissioning and acceptance testing in accordance with the project plan.
- Provision of VRS cabinets.
- Provision of remote access to permit remote diagnostics per site.

While the list provided is not exhaustive, it is a representation of the general Customer Responsibilities and items to be supplied by the customer on site. The definitive list of customer supplied items will be supplied by the NICE Project Manager following award of contract.

6. Open Actions/Issues

	Open Actions/Issues			
1				
2				
3				

8. Appendix A - NICE Interactions Management Components

NIM Fundamentals:

Applications Server

The Applications Server is the main server to which all clients connect when running NICE applications. Various processes and services run to control the operations performed by users and to provide the functions requested.

Database (DB) Server

The Database Server holds call metadata information and administrative information.

Data Mart (DM)

The Data Mart consolidates the reporting information from multiple sites and databases.

ESM (Enterprise Storage Management)

3rd party mass storage device. Among the supported ESM devices you can find:

- EMC2 Centera
 - IBM Tivoli (TSM)
- SAN/NAS - direct integration

Interactions Center (IC)

The Interactions Center controls the recordings which are performed by the capture unit. It receives call information from the CTI server through the CTI driver.

The Interactions Center:

- Decides upon call recording and Executes recording control
- Creates the Interactions Database
- Acts as the focal point for the current state in the recording system

KSM

Key Storage Manager

Media Collection Server

The Media Collection Server is a SW component part of the Media Interconnect solution. The Media Collection Server is in charge for defining the import tasks of the Media Interconnect Solution.

Media Adaptor

The Media Adaptor is a SW component part of the Media Interconnect solution. The Media Adaptor gets its configuration from the Media collection Server, connects to the available Media and populates the NIM DB with it.

Reporter

NICE Interactions Management SW components in charge for generating the reports set by the user. Usually this component is hosted on the DataMart Server

Screen Logger

Screen Logger enables you to record and play back the agent's screen activity synchronized with its corresponding voice recording.

Storage Center

Storage Center is responsible for audio and screen archiving from the capture units to the customer provided storage device. The solution is a rules based application allowing users to build flexible archive schedules and retention settings per user or LOBs.

NICE Solution Design for State of Michigan

Stream Server

The Stream Server is an optional server that resolves problems of streaming media from the media source.

There are two types of Stream Servers:

- NICE Stream Server
- Microsoft Windows Media Services (WMS) Streaming Server

TDM Logger

The Logger is a digital/analog voice logging system. Loggers continuously and simultaneously record and archive audio from multiple sources. Audio is recorded to the hard drive of the Logger for short term playback capability.

Telephony Services Server

The Telephony Services Server is an optional server that enables performing Playback to Extension (instant callback), implements NICE Customer Feedback™ and creates clips.

VoIP Logger

The VoIP Logger provides VoIP recording solutions to customers that are deploying IP telephony networks. Audio is recorded to the hard drive of the Logger for short term playback capability.

VRA (VoIP Recording Agent)

A capturing module which is installed on a desktop in order to supply recording capabilities of remote agents. The VRA ensures that voice activity from IP phones is captured and forwarded to a VoIP Logger.

VRSP (Voice Recording SIP Proxy)

NICE proxy component for interoperability with 3rd party telephony vendors. VRSP plays role of forwarding device in active VoIP and SIP recording architectures.

Deployment and Monitoring Components:**NDM (NICE Deployment Manager)**

The NICE Deployment Manager is a tool used for the deployment of the NICE Interactions Management solution. The NDM get the configuration of the environment to be deployed on from the SRT and push the SW to the relevant server and install them according to a pre-defined order of actions.

Sentinel

Sentinel is an easy-to-use monitoring and alarming suite specially tailored for NICE Perform, providing information as to the system's availability, faults and performance in real-time. NICE Sentinel covers the recording and archiving domains, and provides NICE Perform system administrators with detailed information, in order to address any problem in a fast and precise manner.

SRT (Site Readiness Tool)

The Site Readiness Tool is a tool used pre-deploying the NICE Interactions Management to verify the IT environment is ready and set according to the NICE Interactions Management pre-requisites.

NIM Deployment Schemes

Unified Recorder

All-in-One server that hosts VoIP Logger, Screen Logger, Interactions Center and Telephony Services Server. It is mainly used to reduce TCO for deployments with multiple remote branches

Unified Server

A deployment scheme of NICE Interactions Management solution in which all components but the Loggers and Sentinel Server are utilizing the same Server – the Unified Server

Semi- Distributed DB & DM Server

A server part of a deployment scheme of NICE Interactions Management solution called "Semi Distributed". The Semi- Distributed DB & DM is utilized for the NIM Database and DataMart.

Semi- Distributed NIM Server

A server part of a deployment scheme of NICE Interactions Management solution called "Semi Distributed". The Semi- Distributed NIM Server is utilized for all NIM components beside Database, DataMart Loggers and Sentinel Server.

Interactions Analytics Components

Content Analysis Servers

A Content Analysis Server enables NICE Interaction Management to automatically extract data from the content of any interaction, audio or text, analyze it, and produce usable results for system users. These results provide information for a better understanding of the interactions and their implications. There are several types of Content Analysis servers:

- Word Search
- Speech to Text Server
- Text Mining Server (TMS)
- Voice Biometrics Applications and Processing
- Text Analysis Server
- Talk Analysis/ Emotion Detection

RT Insight Manager

Creates and manages categories to classify interactions based on filters criteria. Sends the interactions to the Real-Time Content Analysis servers for analysis.

RT Word Search

Used for Real-Time Speech Analytics. Searches audio for predefined words and phrases in Real-Time. Words found are mapped to categories that then trigger the agent contextual guidance using RT Client

Speech-to-Text Server

Generates a written transcript of a selected interaction.

Talk Analysis / Emotion Detection

Emotion detection - An advanced speech technology that allows spotting stress-related calls quickly, whether the anxiety is on the customer or the agent side.

Talk Analysis - Used to identify patterns of speech such as periods of silence and the percentage of the interaction dominated by either side of the conversation (agent or customer).

NICE Solution Design for State of Michigan

Text Analysis Server

Text Analysis server enables you to search text interactions, such as email and chat, for predefined words and phrases. In addition, the Text Analysis server enables you to search for sentiment within the text interactions.

Text Mining Server (TMS)

Enables text mining to support the Hot Topics component in My Universe, as well as to see text mining results in ClearSight.

Voice Biometrics Application and Processing

Stores the voiceprints needed for Contact Center Fraud Prevention and performs the voice analysis, matching the fraudster voiceprints to client interactions.

Word Search Server

Searches audio for predefined words and phrases. Word search can locate interactions that contain specific words, which have been predefined in the Lexicon Manager

Actimize Integrated Components (for CCFP)**AIS (Actimize Intelligence Server)**

The Actimize Intelligence Server™ (AIS) monitors events in batch and real-time by enabling clients to integrate transactional front and back office data streams with contextual information stored in data warehouses.

RCM Applications

The Actimize Risk Case Manager™ (RCM) provides analysts, managers, compliance officers, and other knowledge workers with the information to formulate a tactical response to and conduct an effective investigation of alerts generated by other solutions like CCFP or the Actimize Intelligence Server™.

RCM DB

The Actimize Risk Case Manager DB is the Database supporting the RCM Applications.

RTI Solutions**ITI Connect Server**

The ITI Connect Server receives events and data extractions from the NICE RT clients that run on the agents' desktops, according to which it tags calls, Starts/Stops recording calls (voice and screen) according to different screen events. Desktop Tagging /Desktop Triggering require client installation on the agent's PC.

Cognos Server

Part of the Real Time Applications Monitor (RTAM) solution, it is also part of RTPD. The Cognos Server is the SW component in charge for generating the reports set by the user. In RTAM it is predefined reports and the user can build custom reports OTO the Cognos platform.

RT Client

An agent that runs on the agent's desktop that analyzes desktop activity events and data, sends notifications on these events to NICE Interaction Management and displays Real-Time callouts to the agent based on predefined rules and processes (FKA as Screen Content/Desktop Analysis Agent).

RT Database

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NICE Solution Design for State of Michigan

The RT Database server is the data base serving RTI solutions.

RT Designer

The RT Designer enables the site owner to design a full set of rules, and publish them in a Solution file. The RT Client can then import the Solution File and executes the rules. The RT Designer is installed on a workstation.

RT Server

RTI applications server

ATTACHMENT E: CHANGE ORDER REQUEST FORM**Fully-Executed SOW**

Fully-Executed SOW dated <<Insert SOW Effective Date here, located in the first paragraph of the SOW>>

<< If there is no SOW for the Project mark "N/A" >>

NICE Engagement Number

<<Insert ENG-xxxx-xxxxxxx>>

Customer Entity Name

State of Michigan

Site Address (i.e. where installation will take place)**Customer Contact Name****Customer Contact Phone Number**

Date Requested: _____

Requested by: _____

Date Desired: _____

Priority Requested: (check one)

☐ High☐ Medium☐ Low

Software Release / Version: _____

Change Overview:

<<Explain in detail the change in scope of Services or Product under the Change Order>>

Part Number	Product or Services Description	Quantity	Unit Cost	Extended Fees
<<Insert Part Number from quote>>	<<Insert description from quote>>	<<Insert quantity>>	<<Insert Unit Cost from quote>>	<<Insert fees from quote>>
Other Items For Consideration:				

Except as modified by this Change Order, the SOW will remain in full force and effect; In the event of a conflict between the terms of the SOW and the terms of this Change Order, the terms of the Change Order will govern. All Services will be Invoiced upon completion.

The Parties have caused this Change Order to be executed by their respective authorized signatories as of the date first set forth below.

NICE Systems, Inc.

State of Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NICE Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F: STATE OF MICHIGAN IT SERVICES**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: NICE Lab Server Initial Cisco V11 Infrastructure upgrade need	Period of Coverage: NA
Requesting Department: DTMB	Date: 06/09/2016
Agency Project Manager: Dennis Knechtges	Phone: 517-636-5060
DTMB Project Manager: Dennis Knechtges	Phone: 517-636-5060

Brief Description of Services to be provided:

BACKGROUND:

Due to changes in the State's Cisco Telephony system (V10 to V11 with new infrastructure), and to provision NICE Enterprise Recording for an in-progress project (Natech DTMB CSC) the DTMB/ MIECC needs to establish a NICE Lab environment with integration to the new Cisco Telephony change. We can then ensure that integration for our enterprise application will work for the new project and upcoming new additions.

PROJECT OBJECTIVE:

See detail above.

SCOPE OF WORK:

This internal SOW is associated with the SOW from the NICE Vendor, file ID # 00174975-04292016

TASKS:

High level tasks:

1. SOM: Order and standup a new Virtual Server
2. SOM: Approval of SOW and purchase order for Vendor Services.
3. Vendor: Delivery of Application software
4. Vendor: Delivery of Vendor Professional Services for installation/configuration, and testing.
5. SOM and Vendor: Services Acceptance of final lab environment via ITP (installation test plan) with Vendor.

High-Level Project Schedule

Estimated Project Start Date: The earlier of July 21, 2016 or within four (4) weeks of the SOW Effective Date and NICE's receipt of State of Michigan Purchase Order.

Estimated Project Completion Date: November 30, 2016.

Notwithstanding anything to the contrary in this SOW, the parties agree and acknowledge that the Estimated Project Completion Date is contingent upon the actual project start date following execution of this SOW, NICE's receipt of Purchase Order from State of Michigan, and State of Michigan's completion of Site Preparation Checklist and Site Readiness Testing in accordance with Section 4 Assumptions and Attachment A – Planning Phase Site Readiness.

Any changes to the Estimated Project Start Date or Estimated Project Completion Date will be subject to a Change Order agreed by the parties in accordance with Section 6 of this SOW.

SERVICES ACCEPTANCE CRITERIA:

In accordance with Section 9 of the SOW.

PROJECT CONTROL AND REPORTS:

No specific controls or reports needed for this effort. MIECC will be working hand in hand with Vendor implementation team until completion.

PAYMENT SCHEDULE:

Contractor will invoice the State upon completion of the Services in accordance with Section 2.044 (d) of the Master Contract 071B3200034.
See Attachment C of the Vendor SOW for Quote.

EXPENSES:

For the avoidance of doubt, travel and out-of-pocket expenses ("Expenses") are not separately reimbursable by SOM unless, on a case-by-case basis for unusual expenses, the Customer has agreed in advance and in writing to reimburse Vendor for such Expenses at SOM's then current travel reimbursement rates. Customer shall provide a single point of contact for management and approval of Expenses.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Name	Dennis Knechtges
Department	DTMB / MIECC
Area	
Building/Floor	Operations Center/Second
Address	7285 Parsons Drive
City/State/Zip	Dimondale/Mi
Phone Number	517-636-5060
Fax Number	NA
Email Address	knechtgesd1@mi.gov

AGENCY RESPONSIBILITIES:

As noted in this and Vendor SOW.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Remote assisted access/ Lake Superior Hosting Center, Secondary Complex, Lansing, MI

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

NA
No overtime will be permitted.

This purchase order is a release from Contract Number 071B3200034. This purchase order, statement of work, and the terms and conditions of Contract Number 071B3200034 constitute the entire agreement between the State and the Contractor.

AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B3200034
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
NICE Systems, Inc.	Andy Bollinger	Andy.Bollinger@nice.com
461 From Road, 3 rd Floor	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Paramus, NJ 07652	(773) 425-3446	0126

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Cindy Greenleaf	(517) 335-6583	greenleafc@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: NICE Maintenance, Services and Software License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 20, 2012	September 28, 2015	2, one year	September 28, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		September 28, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$599,895.00		\$100,000.00	\$699,895.00	

DESCRIPTION: Effective August 18, 2015 this contract exercises an option year, as referenced in Section 2.002, and is increased by \$100,000.00, to support maintenance and submitted/approved statements of work. New contract end date is September 28, 2016. \$370,000.00 will be available but not posted when submitted and approved statements of work are developed. Total Ad Board approval is: \$470,000.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on August 18, 2015.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B3200034
Between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
NICE Systems, Inc. 301 Route 17 North, 10 th Floor Rutherford, NJ 07073	Elaine Ranz	Elaine.Ranz@nice.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	(248) 538-4404	0126

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Cindy Greenleaf	(517) 335-6583	greenleafc@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: NICE Maintenance, Services and Software License Agreement			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 20, 2012	September 28, 2015	Two, one year	September 28, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Shipment	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	Option/Extension	Date
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$492,160.00		\$107,735.00	\$599,895.00	

DESCRIPTION:

Effective 2/25/15 this Contract is hereby INCREASED by \$107,735.00 for additional licensed software products/standard maintenance and professional services to support the expansion of the NICE Quality Management Platform integration to the State of Michigan Civil Service Department Genesys 9200SIP Contact Center (see attached Statement of Work (SOW)).

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



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

Project Title: INTEGRATION OF NICE INTO the MCSC - Call Center CTI QA Upgrade (Computer Telephony Integration)	Period of Coverage: March 2, 2015 through September 30, 2015
Requesting Department: MICHIGAN ENTERPRISE CONTACT CENTER	Date: February 17, 2015
MiECC Project Manager: Dennis Knechtges (approve final acceptance/invoice)	Phone: 517-636-5060

Brief Description of Services to be provided:

This Contract Change Request is submitted by the Department of Technology, Management and Budget ("DTMB" or "State") under the terms of the Contract #071B3200034 ("Contract") dated November 20, 2012, between DTMB and NICE Systems, Inc. ("Contractor" or "Vendor") in accordance with Section 1.104 Requirements and Services C. Additional software licenses and D. Optional services, 2.024 and Exhibit B Pricing and Rates of the Contract.

Current Contract Value: \$492,160.00

Cost of Contract Change Request: \$107,735.00
 Software: \$66,663.00
 Professional Services: \$14,500
 Annual Maintenance: \$26,572.00

Amended Contract Value: \$599,895.00

BACKGROUND:

DTMB has the following objectives for Contract 071B3200034:

1. To drive cost savings and better government through shared services.
2. To provide effective software support for existing NICE Enterprise Platform.
3. To minimize the total cost of ownership of the State contact centers.
4. To keep up to date with new releases of software.
5. To minimize the use of custom code and to migrate to "out of the box" functionality.
6. To provide new technology that will allow efficiency and effectiveness gains.
7. To assist DTMB to with opportunities to leverage solutions for cross-boundary partnerships.
8. To assist DTMB in helping State contact centers to enhance/improve their customer service.

Over the years, DTMB has established a shared IT support service center, known as Michigan Enterprise Contact Center (MiECC), to provide centralized support to the State of Michigan (SOM) contact centers across multiple agencies. The MiECC goals are -

- Unified, cost-effective and efficient contact center support services for SOM.
- Easy access of Government services to Michigan citizens.
- Excellence in customer service.

MiECC has established an enterprise NICE infrastructure for call recording and monitoring. The enterprise NICE environment currently supports agents in multiple contact centers. NICE Perform 3.1 Application Suite as its digital multimedia monitoring and recording solution. This hardware includes NICE Loggers for Voice Storage; Screen Capture and Logger for navigation recording; and the NICE Call Logging System (CLS) for storage of call details. The software components include NICE Universe, Scheduler, Forms Designer & List Editor, Evaluator, Monitor, Web Reporter, Record on Demand and User Administration.

Call monitoring and quality assurance is provided by the NICE software which captures and archives both voice and screen data. Calls are statistically sampled, evaluated and reviewed with staff by a supervisor. A series of quality assurance reports are run by agency team to trend short and long range performance and to identify areas where training may be required. CSRs also have the option of recording calls on demand.

Data entry on transactions is audited manually by quality assurance staff. Each day a standard percentage of each CSR's batch work is pulled audited and reviewed. NICE is utilized to evaluate and trend performance in non-phone work as well as call related work. Statistical reports are run by week, month year to identify areas of concern and improvement.

The State of Michigan Civil Service Department is expanding their MiHR/(Disability Management Office) Contact Center (DMCC) operations. Civil Service currently uses the State of Michigan Enterprise NICE call monitoring software to provide call monitoring and quality assurance as part of their operations. State of Michigan Civil Service wants to be able to provide the NICE functionality to additional contact center Agents as they expand their contact center operation support to other State agencies. This expansion will require a new Call Center solution from their existing Avaya Call Center to a Genesys based SIP Call Center. To continue NICE support for this Genesys Call Center, will require new NICE Software and licenses, along with professional Services hours to Integrate/configuration the NICE connectivity to this new DTMB Call Center (Genesys SIP) offering.

PROJECT OBJECTIVE:

This Contract Change Request is to affect two high-level changes:

- 1) Purchase additional licensed software products and professional services to support the expansion of the NICE Quality Management Platform integration to the State of Michigan Civil Service Department Genesys SIP Contact Center.
- 2) Purchase annual NICE Maintenance (Standard) for the additional licensed software products.

SCOPE OF WORK:

NICE Systems, Inc will provide additional Licensed software products and supportive maintenance as well as professional services to support the expansion of the NICE Quality Management Platform integration to the State of Michigan Civil Service Department Genesys SIP Contact Center.

TASKS:

High Level Tasks:

NICE Systems, Inc will include, but not limited to:

1. Provide Professional Technical Project Management for all necessary NICE application tasks associated with this software addition, integration and configuration necessary to implement NICE Platform services to a new Genesys INC., SIP Call Center for the State of Michigan.
2. Install necessary NICE Integration Software on new Vm machine.
3. Provide Integration installation and configuration programming.
4. Config other existing Drivers and application data on existing Enterprise platform.
5. Test all components
6. Coordinate Production implementation and pre-production testing.

The State of Michigan will include:

Work with NICE Vendor personnel to implement all necessary tasks for final customer, and enterprise implementation. MiECC staff will coordinate and assist in final Implementation Test Procedure (ITP) as defined in this Statement of Work (SOW).

REQUIREMENTS and SERVICES:

Additional Licensed Software Products:

- I. NICE Quality Management Platform, Per Agent - License Expansion; 201 licenses
- II. Voice Capture, Per Channel - License Expansion; 201 licenses
- III. Encryption, Per Channel - License Expansion; 402 licenses
- IV. IM Telephony Integration - License Expansion; 1 license

Professional Services:

This Statement of Work is on a firm-fixed priced basis. Costs will not exceed the costs that are outlined in Exhibit A unless modified by the parties via a signed change order in accordance with the Master Contract 071B3200034 Section 2.024.

- I. Project Management, NICE will provide a Project Manager to coordinate NICE resources and deliver solution as defined in the Master Contract 071B3200034 Section 1.201
- II. Voice Capture installation (HDL Platform), One Integration of Voice Capture - up to 5 loggers Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with the State.

Both the State and NICE anticipate the work efforts of the SOW to be conducted during normal Business hours. However, if the State requires NICE Systems, Inc to provide support beyond business working hours (M-F 8:00AM-5:00PM EST) or during the weekend (Saturday and Sunday) the additional charge(s) indicated in Exhibit A will apply but will not exceed the costs outlined in the Exhibit A.

NICE Systems, Inc will also provide, but not limited to the following to support this project:

- I. Project Plan
- II. Solution Design Document which will include any and all diagrams necessary to integrate this solution to the existing enterprise NICE Platform and the State's Genesys SIP Telephony solution.
- III. Installation Test Plan will be provided at the end of the project for Unit testing requirements in coordination with the MiECC staff.

TEST PROCEDURE FOLLOWING INSTALLATION:

Contractor has a documented installation process with supporting manuals and comprehensive check lists to assist our staff throughout every stage of the installation and testing process. Contractor performs functional testing through the use of the Contractor Installation Test Procedure (ITP). This document covers all facets of system functionality and can be made available to the client in advance, upon request. At the completion of the installation, Contractor utilizes the extensive Installation Test Procedure ("ITP") to test the overall system operability. The Contractor will review with a State of Michigan representative to show overall system readiness. While Contractor conducts the ITP, a State representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, Contractor shall submit the ITP to the State signifying the completion of the installation ("Installation"). The State point of contact is responsible for notifying all State interested parties that the ITP has been completed.

Annual NICE Maintenance (Standard) for additional Licensed Software products

- I. NICE Systems, Inc will provide NICE Maintenance for additional Licensed Software products as defined in the Contract 071B3200034, Appendix A Support Program Options.

The Products set forth herein this SOW shall be added to the Maintenance Services in accordance with process set forth in Section 1.2 of Exhibit A of the Master Contract 071B3200034.

PROJECT CONTROL AND REPORTS:

A weekly progress report must be submitted to the DTMB Project Manager to support the expansion of the NICE Quality Management Platform integration to the State of Michigan Civil Service Department Genesys SIP Contact Center. Each weekly progress report must contain the following:

1. **Cost:** Indicate the costs, hours or percentage of Project estimate for services expended during the past week for professional services, and the cumulative total to date for the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
4. **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

SPECIFIC DEPARTMENT STANDARDS:

Not applicable.

PAYMENT SCHEDULE:

Contractor will invoice the State upon completion of the Services in accordance with Section 2.044 (d) of the Master Contract 071B3200034.

See Exhibit A for Quote.

EXPENSES:

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Dennis Knechtges
DTMB Agency Services- MiECC
285 Parsons Dr. Dimondale, MI 48821
Lansing, MI 48933
Phone 517-636-5060
KnechtgesD1@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Work related to the Services will be performed at the Contractor's location per Contract 071B3200034.

Exhibit A Quote

NICE Quote #81712 To: State of Michigan - Enterprise

Quote includes: 201 Agent Expansion for Genesys with Encryption x402

Generated by NICE Proposal Designer using EPL

Opportunity Name:	State of Michigan - DHS	Proposal ID:	81712
Opportunity Number:	OP-00134930	Quote Description:	+200CivilSvcGenesysJEv1
Account Name:	To: State of Michigan - Enterprise	Company Name:	NICE
Market Segment:	Call Center	NICE Account Executive:	Andy Bollinger
Install Address:	Austin Bldg	Phone Number:	(773) 425-3446
City, State:	Dimondale, Michigan	E-mail:	andy.bollinger@nice.com
Zip code:	48922	Solution Engineer:	Jeffery Ellis
Country:	United States	Phone Number:	
Territory:	Regions West	E-mail:	Jeffery.Ellis@nice.com
Region:	AMER	Proposal Date:	2014-12-11
		Proposal Valid Until:	2015-03-11

Products

Description	Part Number	Quantity	Unit Sell Price	Total Sell Price
Software				
NICE Quality Management Platform, Per Agent - License Expansion	NICE-QM-QMP	201	\$91.00	\$18,291.88
Voice Capture, Per Channel - License Expansion	NICE-IM-VC	201	\$186.00	\$37,386.00
Encryption, Per Channel - License Expansion	NICE-IM-ENCR	402	\$18.00	\$7,235.50
IM Telephony Integration - License Expansion	NICE-IM-TINT	1	\$3,750.00	\$3,750.00
Total Software:				\$66,663
Total Products:				\$66,663

Professional Services

Description	Part Number	Quantity	Unit Sell Price	Total Price
Project Management				
Project Management -	PS-PM-NIM-001	2	\$1,500.00	\$3,000.00
Technical Implementation / Installation				
Weekday Evening Out-of-Hours Premium for Installation: Charge for installations beyond business working hours of M-F 8:00AM-5:00PM, per day	PS-INS-NIM-AH-001	1	\$1,500.00	\$1,500.00
Weekend Out-of-Hours Premium for Installation: Charge for installation during weekend (Saturday and Sunday). Price per weekend day	PS-INS-NIM-WK-001	1	\$3,000.00	\$3,000.00
Voice Capture installation (HDL Platform), per integration instance - up to 5 loggers. Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with Customer.	PS-INS-IM-VC-01	1	\$7,000.00	\$7,000.00
Travel & Expenses				
Total Professional Services:				\$14,500
Services Invoiced Upon Project Completion				
Total Products and Services:				\$81,163

Maintenance

Description	Part Number	Basis	Maintenance %	Net Annual Maintenance
NICE Enterprise Maintenance Standard		Net		\$26,572.00

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

**NOTICE
 OF
 CONTRACT NO. 071B3200034
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
NICE Systems, Inc. 301 Route 17 North, 10 th Floor Rutherford, NJ 07073	Elaine Ranz (See Section 2.025 for Legal Notices)	Elaine.Ranz@nice.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 538-4404	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Cindy Greenleaf	(517) 335-6583	greenleafc@michigan.gov
BUYER:	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
NICE Maintenance, Services and Software License Agreement			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	11/20/2012	9/28/2015	Two One-Year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Shipment	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$492,160.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200224. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

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

CONTRACT NO. 071B3200034

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
NICE Systems, Inc. 301 Route 17 North, 10 th Floor Rutherford, NJ 07073	Elaine Ranz (See Section 2.025 for Legal Notices)	Elaine.Ranz@nice.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 538-4404	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Cindy Greenleaf	(517) 335-6583	greenleafc@michigan.gov
BUYER:	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

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DESCRIPTION:			
NICE Maintenance, Services and Software License Agreement			
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Net 45	Shipment	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$492,160.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200224. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #:071B3200034

FOR THE CONTRACTOR:		FOR THE STATE:	
NICE Systems, Inc.			
Firm Name		Signature	
Authorized Agent Signature		Name/Title	
Authorized Agent (Print or Type)		Enter Name of Agency	
Date		Date	

FOR THE CONTRACTOR:
NICE Systems, Inc.
Firm Name
Authorized Agent Signature
Authorized Agent (Print or Type)



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

NICE Maintenance and Software

Buyer Name: Steve Motz
Telephone Number: (517) 241-3215
E-Mail Address: motzs@michigan.gov



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Article 1 – Statement of Work (SOW)

This statement of work ("**Statement of Work**" or "**SOW**") is entered into as of the Effective Date as stated above, and is issued under the terms of Article 2 (the "**Contract**") as between Contractor and The State. The detailed services to be performed under this SOW ("**Services**") are described below. The terms and conditions of the Contract are incorporated into and made a part of this SOW. Capitalized terms used in this SOW and not otherwise defined herein shall have the meaning assigned to such terms under the Contract.

1.000 Project Identification

1.001 PROJECT REQUEST

The purpose of this Statement of Work is to obtain services for upgrading the current system to NICE Interaction Management 4.1 of four-hundred twenty-five (425) seats with media encryption (the "Solution") and ongoing maintenance, licensing, feature helpdesk support, software support, professional services and enhancements for the State of Michigan's Enterprise Call Center Quality Management Platform/Software.

1.002 Background

DTMB has the following objectives for this contract:

1. To drive cost savings and better government through shared services.
2. To provide effective software support for existing NICE Enterprise Platform.
3. To minimize the total cost of ownership of the State contact centers.
4. To keep up to date with new releases of software.
5. To minimize the use of custom code and to migrate to "out of the box" functionality.
6. To provide new technology that will allow efficiency and effectiveness gains.
7. To assist DTMB to with opportunities to leverage solutions for cross-boundary partnerships.
8. To assist DTMB in helping State contact centers to enhance/improve their customer service.

Over the years, DTMB has established a shared IT support service center, known as Michigan Enterprise Contact Center (MiECC), to provide centralized support to the State of Michigan (SOM) contact centers across multiple agencies. The MiECC goals are -

- ♦ Unified, cost-effective and efficient contact center support services for SOM.
- ♦ Easy access of Government services to Michigan citizens.
- ♦ Excellence in customer service.

MiECC has established an enterprise NICE infrastructure for call recording and monitoring. The enterprise NICE environment currently supports agents in multiple contact centers. NICE Perform 3.1 Application Suite as its digital multimedia monitoring and recording solution. This hardware includes NICE Loggers for Voice Storage; Screen Capture and Logger for navigation recording; and the NICE Call Logging System (CLS) for storage of call details. The software components include NICE Universe, Scheduler, Forms Designer & List Editor, Evaluator, Monitor, Web Reporter, Record on Demand and User Administration.

Call monitoring and quality assurance is provided by the NICE software which captures and archives both voice and screen data. Calls are statistically sampled, evaluated and reviewed with staff by a supervisor. A series of quality assurance reports are run by agency team to trend short and long range performance and to identify areas where training may be required. CSRs also have the option of recording calls on demand.

Data entry on transactions is audited manually by quality assurance staff. Each day a standard percentage of each CSR's batch work is pulled audited and reviewed. NICE is utilized to evaluate and trend performance in non-phone work as well as call related work. Statistical reports are run by week, month year to identify areas of concern and improvement.



1.100 Scope of Work

1.101 IN SCOPE

The contractor will upgrade the Enterprise NICE software platform to the latest enterprise software release and provide software licensing, ongoing support and maintenance for the Enterprise NICE software platform.

The Solution consists of the NICE Interaction Management 4.1 Quality Management Application Package, which consists of the following components:

- MyUniverse Portal
- Business Analyzer – Interactions, Evaluations and Audit Trail modules
- Monitor
- Reporter
- User Administrator
- System Administrator
- Rules Manager
- Recording On Demand (ROD)
- Forms Designer
- List Editor
- Call Flow Analysis (CTI events) (including all add-ons to the Business Analyzer, Reporter and Rules Manager)
- Scoring, classification and visualization
- NICE Coaching
- Rules Manager – Scoring and Classification
- Quality Planner
- Media Encryption

For a detailed description of the Requirement and Services included pertaining to the Solution, refer to 1.104 of this Contract.

1.102 OUT OF SCOPE

The purchase of hardware, peripherals and other equipment are out of scope.

1.103 ENVIRONMENT

All services and products provided must comply with all applicable State-provided IT policies procedures and standards outlined in Article 2 of the Contract.

The State Unified Information Technology Environment (SUITE):

Upon the State's written request, where commercially reasonable, Consultant agrees to include standards for project management, systems engineering, and associated forms and templates as identified:

<http://www.michigan.gov/suite>

1.104 REQUIREMENTS AND SERVICES

The Contractor shall provide the following services:

A. Upgrade to latest platform

- a) The contractor will upgrade State's existing Enterprise NICE Perform R3.1 system to the latest generally available NICE enterprise software release (presently NICE Interaction Management System R4.1).
- b) The upgrade must include porting of existing call record database.
- c) The State plans to set up a parallel environment first and then switchover the production environment.



- d) The upgrade must be able to use virtual servers.
- e) The current design involves playback of call and screen recordings in user desktops directly from storage center server that is separated by a firewall. The new design must provide a playback only server outside the firewall which can communicate with the storage center server.
- f) The contractor will manage the installation, configuration and testing of the NICE solution. The implementation will be deployed in phases, with the actual time to install from time of signed contract based upon the State's timelines and completion of site preparation requirements. Contractor will work with the State to develop a customized implementation plan and set timelines to meet the targeted installation date. In addition, Contractor will assign a project manager who will supply dates and items needed for each step of the installation process. Once assigned to a client project, the dedicated Project Manager (PM) assumes complete control over the planning, timing and execution of each step in the customized Project Plan (PP).
- g) The State is solely responsible for archiving its legacy recordings.

In the event that State fails to properly archive its recordings, Contractor shall not be responsible for any lost recordings and interactions contained therein during Contractor's performance of the Services.

Any additional services requested by State to be performed by Contractor and resulting from State's failure to properly archive its recordings will be addressed in a separate, mutually agreed upon SOW and/or professional service engagement.

- h) During the upgrade project, the Contractor shall provide at a minimum – requirements document, technical design document and as built document.

Contractor's standard process for new and upgraded projects includes:

1. Detailed Statement of Work reflecting the Professional Services to be rendered.
2. Solution Design Document detailing assumptions, requirements (current and to be), project plan, installation test plan, diagrams, etc.
3. Site Preparation Checklist detailing requirements from a server (physical and/or virtual) supporting the project scope, State provided software and configuration, network and port requirements, etc. to ensure a successful installation. The State will complete all items on the Site Preparation Checklist, which will be provided to the State approximately four (4) weeks prior to the commencement of the Services. The tasks on the checklist must be completed approximately two (2) weeks prior to the commencement of the Services.
4. Upon receipt of the Site Preparation Checklist, State will execute the Service Readiness Tool ("SRT") to ensure site readiness, and will inform Contractor of any deficiencies relative to site readiness. Deficiencies may impact project timelines.

All documents are working documents and will be retained by both the State of Michigan as well as Contractor for on-going reference purposes.

- i) The contractor will provide Delta system training for the State's end users as part of the upgrade project, which includes:
 - Administrative training highlighting the enhancements, such as more robust and detailed hierarchies, profiles, privileges and advanced system monitoring via Sentinel providing Health Check Reports and greater visibility into system status and performance.
- j) The proposed solution is fully tested and certified to integrate with both the latest Avaya and Cisco platforms. Proposed integration will provide integration to Avaya and Genesys. The additional Cisco driver can be added when applicable.

**B. Testing Procedure following installation**

Contractor has a documented installation process with supporting manuals and comprehensive check lists to assist our staff throughout every stage of the installation and testing process. Contractor performs functional testing through the use of the Contractor Installation Test Procedure (ITP). This document covers all facets of system functionality and can be made available to the client in advance, upon request. At the completion of the installation, Contractor utilizes the extensive Installation Test Procedure ("ITP") to test the overall system operability. The Contractor will review with a State of Michigan representative to show overall system readiness. While Contractor conducts the ITP, a State representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, Contractor shall submit the ITP to the State for approval and signature. This signifies the completion of the installation ("Installation"). The State point of contact is responsible for notifying all State interested parties that the ITP has been signed and completed.

Upon notice of completion of the ITP relating to the solution specified in this SOW, the State will respond within five (5) business days ("Acceptance Period"), in writing indicating either acceptance or items needing correction.

Acceptance shall be deemed on the earlier occurrence of one of the following events: i) if the State provides notification of its written acceptance within the Acceptance Period; ii) upon completion of the ITP if Contractor has not received the sign-off or notification of items needing correction within the Acceptance Period; or iii) if the State places the product installed in a live production environment.

ADDITIONAL TRAINING

- a) The Contractor will provide 2-Phased Training - Perform Phased Training (QM): Two phases (4-day each) of setup and processes role-based training at State's site, for Perform Standard/Advanced. Includes 5 Premium user accounts for the NICE Education Center Portal for 3 months. Two Trips
- b) NCSA (2) - 5-day public course at Contractor training facility, covering maintenance and troubleshooting of core system components for State's IT personnel.

The State will identify and schedule training class attendees and facilities in connection with any training to be provided by Contractor hereunder.

B. Ongoing license maintenance

See Exhibit A for description of maintenance services

C. Additional software licenses

State will purchase additional licenses, as necessary, using this contract. See Exhibit B for description of Additional Software Licenses

D. Optional services

State will purchase additional Contractor services for enhancements or training, as necessary, using this contract. See Exhibit B for description of Optional Services



1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Installation of Products and application migration and testing will be performed during normal business hours (Monday-Friday 8:00AM-5:00PM). However, The State has purchased four (4) days to accommodate an out-of-hours implementation which will be performed outside of these normal business hours listed above.

Contractor has continued to enhance the applications and system set-up to minimize the on-site installation requirements and disruption to the State's operations. With the Service Readiness Tool ("SRT") and NICE Deployment Module ("NDM") tools, site readiness will be confirmed prior to the actual upgrade weekend. Additionally, a copy of the call record data will be upgraded prior to the cutover weekend to address any porting issues. This step helps assure a smooth upgrade effort. The Contractor team is available to be on-site for the actual upgrade task should the State require.

Contractor shall provide a single-point-of-contact (and a backup). The SPOC will be available during the State's operating hours.

Contractor assigns specific account managers to the State to ensure consistency throughout the lifetime of the partnership. Elaine Ranz will serve as the State of Michigan's account manager, assisting with discovery and education about the NICE solutions:

Elaine Ranz, NICE Regional Sales Manager, EIS

(Office Phone) +1 (248) 538-4404

(Mobile Phone) +1 (248) 761-3816

(E-Mail): Elaine.Ranz@nice.com

During implementation, there will be a dedicated Project Manager who will manage the team and serve as the primary point of contact throughout the implementation. The installation team will also include an implementation engineer and an education specialist, with the option for additional consulting staff as defined by the project scope.

At a minimum, the upgrade team must include roles, as applicable –

- Project Manager (dedicated to this project),
- Contractor Subject Matter Expert,
- Contractor Professional Services Engineer
- Contractor Education Specialist

The contractor must have access to Contractor internal help desk and Contractor Research/Development to resolve any technical issue via Contractor Project Manager.



Team Overview

The Contractor Project Management team oversees implementation and takes full responsibility for all Contractor-related activities - from inception and planning to the final hand over to the State. Contractor Professional Services has established a comprehensive standard methodology for implementing both new and migration projects. These standards define the approved methodology, tools and processes for quality project implementation to ensure the delivery of projects at single or multiple sites.

A dedicated Project Manager (PM) serves as a single focal point coordinating each key implementation phase, ensuring that best practices are used throughout large-scale projects. Contractor Project Managers work with the State's team to:

- Define and document all requirements concerning NICE solutions in a statement of work and project plan
- Manage the Contractor resources and activity that the implementation requires
- Control the scope of the project
- Identify any potential risks and take action to mitigate them
- Provide regular project reports about Contractor-related elements
- Ensure that the project is completed on schedule, according to the approved budget and at the planned quality level
- Manage the installation, configuration and testing of the Contractor solution
- Coordinate the training needs of the State's end users
- Hand over a working solution to the State's staff and the support organization



1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State will assign a Project Manager (State Project Manager) in connection with the Services to be performed. The State Project Manager will serve as the primary point of contact for State in connection with the Services, and will be responsible for working with the Contractor team, including the development of a project plan, and States internal coordination of the Services to be performed by Contractor.

- State Project Manager – The Contractor Project Manager and State Project Manager will work together to act as the main vehicle for all communications and implementation-related activities.
- System Administrator – This person will be familiar with all operational aspects of the Solution that is installed. They will understand the basic functional components of the Solution and how they should be deployed within the State contact center infrastructure. The System Administrator will have the most technical responsibility within the project.
- Telephony Administrator / Specialist – This person may be needed to address telecom-related issues.

See Article 2, Section 2.020 for additional State staff information.

- State shall be responsible for the responsiveness and performance of any third-party vendor and/or subcontractor engaged by the State in connection with the Solution described in this Contract. This responsibility does not apply to any third-party vendor and/or subcontractor engaged directly by the Contractor.
- State will provide reasonable access to the necessary State facilities.
- The State shall provide remote VPN access as installation of the Solution will be performed via remote access. Remote access is a key activity detailed on the Site Preparation Checklist and is an implementation milestone. Access to the Products is required when performing various installation and maintenance support activities for the Solution. Local administrative rights are also required for some installation activities and maintenance activities. Onsite access may be necessary for certain activities.

1.203 DELETED, NOT APPLICABLE

1.300 Deleted, Not Applicable

1.400 Deleted, Not Applicable

1.500 Deleted, Not Applicable

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

The Contract Pricing is provided in **Exhibit B to the Contract**.

Method of Payment Invoicing - Contractor will submit properly itemized invoices to “Bill To” address referencing a purchase order.

Payment terms are Net 45. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.



Article 2, Terms and Conditions

This Terms and Conditions contract ("**Contract**") is entered into by and between NICE Systems, Inc. with an office at 301 Route 17 North, 10th Floor, Rutherford, NJ 07070, on behalf of itself and its Affiliates (collectively, "**Contractor**"), and the State of Michigan ("**State**").

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period beginning November 20, 2012 through September 28, 2015 ("Term"). All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **two (2)** additional **one (1)** year periods.

2.003 Legal Effect

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any "Contractor Product(s)" (collectively the "Contractor Software" (proprietary software of The State)), Service(s) (consulting, installation, implementation, training, or other services excluding Support Service(s)), or Support Services (collectively the maintenance services and additional services as provided in Exhibit A) under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Purchase Order apply. Other than pricing and quantities for Products, Services, or Support Services included in the Contractor quotation to which a specific Purchase Order relates, any terms and conditions included in a Purchase Order shall be deemed solely for the information of The State and no such term or condition shall be binding upon Contractor.

Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

**2.006 Order of Precedence**

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter.

In the event of any inconsistency between the terms of the Contract and any attachments, exhibits, or addenda thereto, the terms of the Contract shall prevail. In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract or a Statement of Work may be modified or amended only by a formal amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Contractor Product/Service/ Support Service do not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Contractor Product/Service/ Support Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.013 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement. Facsimile signatures and electronically transmitted signatures in a fixed and unmodifiable format (e.g., pdf) shall have the same effect as their originals.



2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Procurement and Telecom (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Steve Motz, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: motzs@michigan.gov
Phone: (517) 241-3215

2.022 Contract Compliance Inspector

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

See Contract Cover Page for Contact Information.

2.023 Project Manager

The following individual will oversee the project:

Abhijit Sarkar
Department of Technology, Management and Budget ("DTMB")
Email: sarkara@michigan.gov
Phone: 517 636 5058

2.024 Change Requests

The State reserves the right to request in writing from time to time any changes to the requirements and specifications of the applicable Statement of Work (including the Statement of work provided in this attachment), and the work to be performed by the Contractor under the applicable Statement of Work. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create additional requirements. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the additional requirements, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any additional requirements in writing that are outside the scope of the Contractor's responsibilities under the applicable Statement of Work ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. The Contractor shall notify the State before commencing performance of the requested activities.

If the State requests or directs the Contractor to perform any Services that are consistent with and similar to the Services being provided by the Contractor under the Statement of Work, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing



such Services, the Contractor shall notify the State in writing that it considers the Services to be an additional requirement for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service. If the Contractor does so notify the State, then such a Service shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the additional requirements or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, additional requirements or make changes to the Services that would affect the Statement of Work completion schedule or the amount of compensation due to Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Statement of Work schedule and price of the Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Statement of Work schedule and price and method of pricing of the Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the applicable Statement of Work and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Statement of Work.

**2.025 Notices**

Any legal notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iii) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Commercial and business related notices (ie: change notices) shall be deemed effective upon sign off and approval of both parties in accordance with the Change Request process identified in Section 2.024.

State:

State of Michigan
Procurement
Attention: Steve Motz
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

NICE Systems, Inc.
Legal Department
301 Route 17 North, 10th Floor
Rutherford, NJ 07070

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Authorized representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the authorized representatives from time to time upon giving written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party, consent to which shall not be unreasonably withheld; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract.

If either party intends to assign the contract or any of the rights or duties under the Contract, such party must notify the other in writing at least forty-five (45) days before the assignment. Prior to assignment, either party must provide the other party with adequate information about the assignee upon written request within a reasonable amount of time before the assignment.



2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall 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 activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Prices for Contractor Products/Services/ Support Services

Each Statement of Work or Purchase Order issued under this Contract or applicable Statement of Work shall specify (or indicate by reference to the appropriate Contract Exhibit) the fees for all Contractor Products /Services/ Support Services (collectively "Fees"), and any associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments in the Scope of Services**

If the scope of the Services under any Statement of Work issued under this Contract changes, the parties shall negotiate in good faith and address such changes in accordance with the change request process provided in Section 2.024.

2.043 Contractor Products/Services/ Support Services Covered

The State shall not be obligated to pay any amounts in addition to the charges specified in the Purchase Order or Statement of Work under this Contract for all Contractor Products/Services/Support Services to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/requirements to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Contractor shall invoice State as follows: (a) for Contractor Products, upon shipment of the Contractor Products to The State; (b) unless otherwise stated in an SOW, for Services, upon completion of the applicable Services; (c) for Maintenance Services (as defined in Exhibit A): (i) for the Initial Maintenance Services Term (as defined in Exhibit A) upon shipment of the Contractor Products to be covered by the Maintenance Services, and (ii) for each Extended Maintenance Services Term (as defined in Exhibit A) on an annual basis sixty (60) days in advance of the applicable Extended Maintenance Services Term; and (d) for Additional Services related to Maintenance (as defined in Exhibit A) upon completion of the applicable Additional Services. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

The invoices should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates.

The Government may make progress payments to the Contractor when requested as work progresses per the invoice schedules, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of invoicing progress payments.

2.045 Deleted, Not Applicable**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any of its obligations under the Contract. Should the Contractor Software fail to comply with the warranty set forth in Section 2.311, the State shall have the remedies provided in Section 2.311 for such Contractor Software. State's payment of the invoices and Contractor's acceptance of payment by the State under this Contract shall constitute a waiver of all claims by State against Contractor and Contractor against the State relating to payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 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 shall be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractor shall collect and pay all applicable federal, state, and local employment related taxes.

2.052 Sales and Use Taxes

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel**

- (a) Upon the written request of the State, the Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as identified in the Statement of Work to the project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, death, disability, leave of absence, personal emergency circumstances, resignation or for cause or termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities, at State facilities or at such locations as mutually agreed by the parties. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Support Services, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the project plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Support Services directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Support Services, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 Contractor Return of State Equipment/Resources

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear expected.

2.070 Subcontracting by Contractor**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Support Services. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Support Services.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

**2.073 Subcontractor bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services or Support Services, Contractor shall require the Subcontractor, to the extent of the Services or Support Services to be performed by the Subcontractor, to be bound to Contractor by the terms substantially similar to this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services or Support Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors. Contractor shall remain responsible for the performance of its Subcontractors at all times.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent substantially consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities**2.081 Equipment**

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Support Services at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services/Support Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services/ Support Services, for any purpose other than providing the Services/ Support Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure.

2.093 PCI DATA Security Standard

The Contractor does not process, transmit or store credit/debit cardholder data. The following section would only apply if the Solution requirements are modified through the change control process.

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.



2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean, (a) any and all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation disclosed by Contractor to State in connection with this Contract, on or after the Effective Date or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information; and (b) the Contractor Software.

"Confidential Information" of the State must mean any information disclosed on or after the Effective Date of this Contract which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA. "Disclosing Party" means each party in its capacity as a discloser of Confidential Information". "Receiving Party" means each party in its capacity as a recipient of Confidential Information.

2.102 Protection and Destruction of Confidential Information

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, the Receiving Party must certify to the Disclosing Party that it has destroyed all Confidential Information belonging to the Disclosing Party.

2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain other than as a result of any actions or omissions of the Receiving Party; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the Receiving Party; (iii) was in the possession of the Receiving Party at the time of disclosure to it without an obligation of confidentiality; (iv) was received by the Receiving Party after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the Receiving Party without the use of or reference to Confidential Information of the Disclosing Party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the Receiving Party is required by law to disclose the Confidential Information, provided that the Receiving Party (i) promptly provides the Disclosing Party with prompt written notice of the legal request, and (ii) assists the Disclosing Party in resisting or limiting the scope of the disclosure as reasonably requested by the Disclosing Party.

**2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections**2.111 Inspection of Services Provided**

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, at its expense, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of work-in-progress. Upon 10 days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the Services being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For five (5) years after the Contractor invoices State for any Fees paid under this Contract (the "Audit Period"), the State may examine any of Contractor's books, records, documents and papers relating to the Fees payable under the Contract pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor in writing twenty (20) days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. State's rights to audit are: i) limited to once during any rolling twelve (12) month period during the term of this Contract; ii) audits will take place at the location where the applicable Contractor records are generally kept; iii) audits will not unreasonably interfere with Contractor's normal business operations; and iv) all information disclosed or developed as a result of any such audit shall be the Confidential Information of Contractor.

2.113 Retention of Records

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records directly related to the Fees (including information pertaining to the Contract and to the Services, Support Services, and Contractor Products provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or



refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) The performance of all Services and Support Services under this Contract must be provided in a professional, and workman-like manner and must be consistent and reasonable with generally accepted performance and operational standards.
- (b) It has the lawful right to license the Contractor Software to the State by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the licensed use, as applicable, of any and all Contractor Software. None of the Contractor Software, Services and Support Services as of the Effective Date of this Contract provided by Contractor to the State under this Contract, shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party. State's sole and exclusive remedy with respect to breach by Contractor of the warranty as set forth in this Section 2.121 (b) and the Contractor's sole and exclusive liability is the indemnity as set forth in Section 2.144 and the remedy is as set forth in Section 2.144 of this Contract.
- (c) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (d) Contractor is qualified and registered to transact business in all locations required by this Contract.
- (e) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (f) Neither Contractor nor any affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (g) Neither Contractor nor any affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (h) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (i) All financial statements, reports, and other information furnished by Contractor to the State as part of this Contractor otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (j) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (k) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by



the State or the department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

- (l) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those material changes immediately to the Department of Technology, Management and Budget, Procurement.

2.122 Deleted, Not Applicable

2.123 Deleted, Not Applicable

2.124 Deleted, Not Applicable

2.125 Deleted, Not Applicable

2.126 Deleted, Not Applicable

2.127 Prohibited Products

Unless otherwise agreed to by the parties, the State will not accept salvage, distressed, outdated or discontinued Contractor Products. Shipping of such Contractor Products to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

EXCEPT AS OTHERWISE PROVIDED FOR HEREIN OR IN AN EXHIBIT TO THIS CONTRACT, THE CONTRACTOR DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, THE CONTRACTOR'S EFFORTS OR ANY CONTRACTOR PRODUCTS, SERVICES, OR SUPPORT SERVICES PROVIDED BY THE CONTRACTOR WILL FULFILL ANY OF THE STATE'S PARTICULAR PURPOSES OR NEEDS, NOR DOES THE CONTRACTOR WARRANT THAT THE OPERATION OF ANY CONTRACTOR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE CONTRACTOR TO THE STATE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY EXCLUDED. DISCLAIMER OF THESE WARRANTIES BY THE CONTRACTOR DOES NOT PRECLUDE ANY OTHER CAUSES OF ACTION OR REMEDIES AVAILABLE TO THE STATE.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to its property to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A- or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/lara

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☒ 1. Commercial General Liability with the following minimum coverage:
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

- ☒ 5. Products Liability Insurance covering Contractor's legal liability resulting from bodily injury and/or property damage caused in connection with any completed operation or product manufactured, repaired, installed, supplied, sold marketed or handled in any way by the Contractor or any one on its behalf, for the limit of liability of \$US2,000,000 for any one occurrence and in the aggregate naming the State and its agents, officers and employees as additional insured.



- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and prior to the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from all third party claims ("Third Party Claim") and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured in the case of persons or damaged in the case of real or tangible property, by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, .

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from damages directly attributable to Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any Third Party 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 must 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 provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all Losses, liabilities, and all related costs and expenses incurred in connection with any Third Party Claim or action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a Third Party Claim that the Contractor Software, supplied by the Contractor infringes any such third party's United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the Contractor Software, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole option and expense do one of the following: (i) procure for the State the right to continue using the affected Contractor Software; (ii) replace with non-infringing alternates or modify the relevant Contractor Software, of substantially equivalent function and performance so that it becomes non-infringing; or (iii) accept its return of the affected Contractor Software by the State depreciated or amortized by an equal annual amount over a three (3) year period beginning from the date of installation of the affected Contractor Software. The collective obligations of the Contractor pursuant to this Section state the sole and exclusive liability of the Contractor, and the State's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation by the Contractor Software.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any Losses related to, any Third Party Claims based on the infringement arising out of (i) written specifications or designs furnished by the State and implemented by the Contractor at the State's request; (ii) modification of the Contractor Software by any person other than the Contractor or a Contractor-authorized technician; (iii) the combination, operation, addition, interconnection or use of the equipment with equipment, devices, data, or software not supplied by or approved by the Contractor under this Contract; or (iv) use of the Contractor Software other than in accordance with the Documentation.

2.145 Continuation of Indemnification Obligations



The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a Third Party Claim for which it shall seek indemnification, the State must promptly notify Contractor of the Third Party Claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor's rights are prejudiced thereby or can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the Contractor will assume the defense and settlement of such Third Party Claim, provided, however, that the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) upon the written request of the State, the Contractor must periodically advise the State about the status and progress of the defense; and (iv) except as to claims falling under Section 2.144 of this Contract, the Contractor must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim, which approval will not be unreasonably withheld, provided however, that approval may be deemed received if the State does not respond to Contractor within five (5) business days of its receipt of such written request. To the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the Contractor's attorney represents the State under this Section, the Contractor's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election within ten (10) days relating to any claim of which it is notified in writing by the State as provided above, the State shall at the end of the ten (10) day period provide Contractor with a written notice of its intent to defend the claim, and if after five (5) days of Contractor's receipt of such notice, provided that, the Contractor does not respond to such notice the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon written request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

**2.150 Termination/Cancellation****2.151 Notice and Right to Cure**

If the Contractor breaches the Contract in whole or in part, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

- (a) The State may terminate this Contract in whole or in part, for cause, by notifying the Contractor in writing, if the Contractor (i) fails to cure a breach within the time period specified in accordance with Section 2.151 above, in the written notice of breach provided by the State.
- (b) If this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be liable for direct damages proven by the State up to the Limitation of Liability in Section 2.220.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services that are terminated and the State must pay for the percentage of all Services completed up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or Contractor Products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for additional requirements or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

**2.154 Termination for Non-Appropriation**

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services/ requirements to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services/ requirements in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain requirements, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/ requirements or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.



2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Contractor Products/ Services or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) deliver to, the State, unless otherwise directed, all Contractor Products/Services intended to be transferred to the State, that have been invoiced and paid for by the State, at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the effective date of termination and, if applicable, as a separate item of payment under this Contract, for work in process, on a percentage of completion basis. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any contracts and agreements for Services provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract in whole or in part, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract in whole or in part if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.



2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of Services to the State or a third party designated by the State. Any such transition responsibilities shall be pursuant to a mutually executed Statement of Work and at Contractor's then-current rates for time and materials Services, unless other rates shall have, at such time, been agreed between the parties with respect to time and materials services. Notwithstanding anything to the contrary, Contractor shall not be required or compelled to disclose any proprietary information or Confidential Information to any competitors of Contractor. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of Services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 Contractor Personnel Transition

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the Services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

See Section 2.171

2.174 Deleted, Not Applicable

2.175 Transition Payments

See Section 2.171

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

To the extent that time and material Services are provided in any Statement of Work, the State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.



2.182 Cancellation or Expiration of Stop Work Order

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within sixty (60) calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies subject to the right to have a formal proceeding as provided in 4(b) below.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, in a case for



breach of confidential information, breach of a party's intellectual property rights, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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, and marital status, physical or mental disability. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. 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. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor in writing by the State.

2.204 Deleted, Not Applicable



2.210 Governing Law

2.211 Governing Law

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Parties shall comply with all applicable state, federal and local laws and ordinances in providing their obligations under this Contract.

2.213 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise.

2.220 Limitation of Liability

2.221 Limitation of Liability

2.221.1

SUBJECT TO THE PROVISIONS OF SECTION 2.221.2 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR (B) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS OF ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE.

2.221.2

THIS LIMITATION IN SECTION 2.221.1 SHALL NOT APPLY TO A) THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 2.144 ABOVE, RELATING TO THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRETS; B) TO THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 2.141 ABOVE RELATING TO THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OR TORTIOUS ACTS OF THE CONTRACTOR; OR C) FOR DAMAGES OCCASIONED BY THE BREACH BY EITHER PARTY, OF ITS OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 2.100 ABOVE.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

Upon written request of the State, Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. Upon the States written request, the Contractor must notify the State of any material civil litigation, arbitration or proceeding which arises during the Term of the Contract and extensions, to which Contractor is a party. Contractor's publicly available 20-f filings may be used by the State to satisfy the requirements of this Section 2.231.



The Contractor will make good faith efforts to defend itself vigorously in all such matters and believes that if it were to incur a loss in any such matter, such loss should not have a material effect on the Contractor's business, financial condition or results of operations.

**2.232 Call Center Disclosure**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall upon the States request disclose the location of its call or contact center services to inbound callers.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take over any unfinished Services and finish the Services by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws that is not vacated within ninety (90) days;
- (b) an involuntary petition is filed against the Contractor and not removed within ninety (90) days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the Services under this Contract.

2.240 Performance**2.241 Time of Performance**

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Deleted, Not Applicable**2.243 Deleted, Not Applicable**

**2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of obligations for more than thirty (30) business days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services from a Contractor authorized alternate source, and the State is not be liable to Contractor for payment for the unperformed Services not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/obligations not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Deleted, Not Applicable**2.260 Ownership****2.261 Deleted, Not Applicable****2.262 Deleted, Not Applicable**



2.263 Rights in Data

As between the State and the Contractor, the State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than for the purposes of this Contract, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services or Support Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose under this Contract. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any Contractor Software licensed through the Contractor and sold to the State, will be licensed directly to the State in accordance with the terms of Section 2.323.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will comply with ISO 27001 standards for information security. Upon State's written request the Contractor will adhere to the standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

**2.280 Extended Purchasing****2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)****A. MiDEAL Requirements**

1. The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing. A current listing of approved MiDEAL Members is available at: www.michigan.gov/mideal.
2. The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
3. The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.
4. Estimated requirements for MiDEAL members are not included in the quantities provided in the Contract.
5. The State of Michigan reserves the right to negotiate additional discounts based on any increased volumes by MiDEAL members.

B. MiDEAL Administrative Fee

1. The Contractor must remit a MiDEAL administrative fee on all sales transacted under this Contract for MiDEAL Members (note: this does not include the State), and remit the fee within 45 days after the end of each quarter. The administrative fee equals one percent of the total quarterly sales reported.
2. The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.
3. The Contractor must send the check to the following address:
Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

2.282 Deleted, Not Applicable**2.283 COOPERATIVE PURCHASING**

- (a) This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between the State of Michigan and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in this Contract if such State allows participation by such entities.
- (b) All MiDEAL processes, invoicing relationships, reporting and MiDEAL Service Fee also apply to cooperative purchasing participants.
- (c) The State of Michigan reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

2.290 Environmental Provision

The Contractor is not providing any hardware or equipment and therefore this section is not applicable. In the event products are procured through the Contract, the following will apply.



2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the



Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deleted, Not Applicable



2.310 Software Warranties

2.311 Software Warranty

The Contractor represents and warrants that the Contractor Software operates free from defects in material and workmanship under conditions of normal use and will operate substantially in accordance with the applicable specifications or user manuals that accompany the Contractor Software ("Documentation") and for a period of (90) ninety days commencing upon the shipment of such Contractor Software ("Warranty Period").

Should the Contractor Software fail to comply with the warranty set forth in above during the Warranty Period, State's sole and exclusive remedy and Contractor's sole obligation with respect to the Contractor Software shall be, in Contractor's sole discretion, to repair or replace all Contractor Software that is defective or not performing in compliance with the Documentation. With respect to Contractor Software that is subject to warranty stated above the Contractor must assume all costs for inspection and labor Services, if such Services are necessary to perform the repair or replacement of the Contractor Software or their installation including transportation and delivery fees, if any.

The warranty provided above does not include damage to Contractor Software resulting from a cause other than part defect or malfunction, including: (a) improper storage, misuse or unreasonable use; (b) neglect, accident, fire, lightning, power or air conditioning failure, unusual physical or electrical stress caused by forces or elements external to the Contractor Software, or other hazard; or (c) installation, testing, maintenance, servicing or modification of the Contractor Software or part thereof by anyone other than Contractor or a Contractor -authorized technician.

The Contractor must provide a toll-free telephone number to allow the State to report Contractor Software problems to be remedied by the Contractor.

2.312 No Surreptitious Code Warranty

The Contractor represents and warrants that at the time of delivery, no copy of licensed Contractor Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Contractor Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.



2.313 Calendar Warranty

The Contractor represents and warrants that all Contractor Software for which the Contractor 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 calendar year rollover 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.

2.314 Third-party Software

The Contractor shall disclose the use or incorporation of any third-party software into the Contractor's Software. Upon the written request of the State, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software.

2.315 Physical Media Warranty

Contractor represents and warrants that at the time of delivery each licensed copy of the Contractor Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 Deleted, Not Applicable

2.322 Deleted, Not Applicable

2.323 License to the State

2.323.1 With respect to Contractor Software for which State has purchased and paid in full under this Contract, the Contractor grants to the State a the nonexclusive, worldwide, non-transferable, fully paid license to use the Contractor Software, together with the Documentation, up to the number of licenses for which State has paid the license Fees. Such use shall be on the terms and subject to the conditions set forth in this Contract.

2.323.2 No title or ownership of the Contractor Software or Documentation is transferred to State by way of this Contract. Ownership of the Contractor Software, Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with Contractor.

2.323.3 The Contractor Software and Documentation contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to State herein are reserved to Contractor. State shall not remove any proprietary notice of Contractor from any copy of the Contractor Software or Documentation. State may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by Contractor. State may make one



(1) back-up archival copy of the Contractor Software, provided State reproduces all confidentiality and proprietary notices on such copy.

2.323.4 State shall not publish, disclose, rent, lease, modify, loan, distribute, alter or create derivative works based on the Contractor Software or any part thereof. State shall not reverse engineer, decompile, translate, adapt, or disassemble the Contractor Software, nor shall State attempt to create the source code from the object code for the Contractor Software.

2.323.5 Upon reasonable prior written notice to State, Contractor shall have the right to inspect, examine, and audit State's compliance with the terms and conditions of this Section 2.323, including the inspection of the books and records relating to State's use of the Contractor Software and the sites where the Contractor Software is installed and used ("**Software Compliance Audit(s)**"). Software Compliance Audits shall be performed by Contractor or Contractor's representatives during State's normal business hours at the Sites where the Contractor Software is installed and used, provided that Contractor's right to perform a Software Compliance Audit shall be limited to no more than once during any rolling twelve (12) month period. In the event that a Software Compliance Audit reveals that State is using more licenses of the Contractor Software than for which it has paid, State shall make best efforts to pay Contractor promptly, but no later than forty-five (45) days after the date of such discovery for such additional Contractor Software licenses.

2.324 Intentionally Deleted.

2.325 Intentionally Deleted.

2.330 Source Code Escrow

2.331 Definition

"Source Code Escrow Package" shall mean:

- (a) The then-current version of the Contractor Software that has been purchased by the State; and
- (b) Contractor's proprietary materials required to compile the source code into object code.

2.332 Delivery of Source Code into Escrow

During the Term, provided the State is subscribing to and being current at all times on its payment obligations for Maintenance Services hereunder, The State may provide Contractor with a written request for delivery of the Source Code Escrow. The Contractor shall deliver the Source Code Escrow Package to the Escrow Agent within sixty (60) days of Contractor's receipt of the State's written request, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract. .

2.333 Deleted, Not Applicable

2.334 Verification

The State reserves the right at any time after Contractor's delivery of the Source Code Escrow Package, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package. All costs associated with such verification shall be paid by the State.

2.335 Escrow Fees

The State will pay all fees and expenses charged by the Escrow Agent to maintain the State as a beneficiary to the Escrow Agreement.



2.336 Release Events

The Source Code Escrow Package may be released from escrow to the State in accordance with the escrow agreement with the Escrow Agent, temporarily or permanently, solely upon the occurrence of the following:

- (a) The Contractor becomes subject to voluntary or involuntary bankruptcy, and ceases to provide Maintenance Services in respect of the Contractor Software; provided that, in the case, and at the time, of such occurrence giving rise to such release, the State is current in any payment and other obligations with respect to its receipt of such Maintenance Services, and provided further that the Maintenance Services Term (as defined in Exhibit A) has not expired or been terminated in accordance with the terms of this Agreement.

2.337 Release Event Procedures

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section 2.336**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 License

Upon release from the Escrow Agent pursuant to an event described in **Section 2.337**, Contractor's Support Services obligations under this Agreement shall immediately terminate. The Contractor automatically grants the State a non-exclusive non-transferable and royalty-free license to use and modify the Source Code Escrow Package, solely for the State's internal purposes to maintain and support the Source Code Escrow Package for the State's permitted use in accordance with the terms of this Contract. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State solely for its internal purposes as set forth in this Contract.

2.339 Intentionally Deleted.

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Exhibit A

Support Exhibit

Scope of Services

State may purchase from Contractor, and Contractor shall provide to State for the Products and at the Site(s) listed in Appendix B, the Support Services, all subject to the terms and conditions of this Support Exhibit and the Contract. State's selected Support Program Option, including the Fees associated therewith, shall be set forth in Table 4 of Exhibit B of the Contract. Except as otherwise specifically set forth herein, defined terms used in this Support Exhibit shall have the meanings provided for in the Contract.

Definitions and Interpretation

For purposes of this Support Exhibit, the terms listed below shall have the meanings indicated beside them:

"Contractor Equipment" means the proprietary equipment of Vendor (e.g., logger).

"Contractor Helpdesk" shall mean the first point of contact for State to obtain Support Services as described in Appendix C.

"Contractor Software" means the proprietary software of Vendor.

"Equipment" means collectively, the Contractor Equipment and Third Party Equipment.

"ExtraNICE" means the ExtraNICE website located at www.extranice.com

"Hot-Fix" shall mean a change to Contractor Equipment or Contractor Software intended to cure a defect.

"Microsoft Service Pack" shall mean a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.

"Products" means collectively the Equipment, Third Party Software, and Contractor Software.

"Service Pack" shall mean a collection of updates and fixes to the Contractor Software delivered in the form of a single installable package.

"Services Price List" shall mean the price list for the Additional Services as published by Contractor from time to time.

"Sunset Policy" shall mean the document published by Contractor from time to time, which sets forth the lifecycle of Products.

"Sunset Products" shall mean those Products for which, pursuant to the Sunset Policy, the final date on which Contractor offers support on a Product version (including technical support, help desk support, training and spare parts) has passed.

"Support Personnel" shall mean collectively, Contractor employees, Contractor certified technicians and Contractor appointed subcontractors.

"Support Program Option" shall mean the support program option as specified in Appendix A.

"Support Services" shall mean collectively, the Maintenance Services and the Additional Services.

"Third Party Equipment" means the proprietary equipment of a third party (e.g., commercial server).

"Third Party Software" means the proprietary software of a third party (e.g., Microsoft SQL Server).

Any reference in this Support Exhibit to a Section or Appendix shall, unless expressly provided otherwise, be a reference to a section of or appendix to this Support Exhibit. The Appendices shall have the same force and effect as if set out in the body of this Support Exhibit. In the event of a conflict between the terms contained in the body of this Support Exhibit (excluding the Appendices) and the terms contained in the Appendices, the terms contained in this Support Exhibit (excluding the Appendices) shall take precedence.



1. **Maintenance Services Term.**

1.1 Subject to the Sunset Policy, Contractor shall provide the Maintenance Services to State during the Term of the Contract as follows:

1.1.1 For an initial period of set forth in Table 4 of this Exhibit B of the Contract (**"Initial Maintenance Services Term"**).

1.1.2 The Initial Maintenance Services Term may be extended for additional periods of twelve (12) months (each an **"Extended Maintenance Services Term"**). The State will provide notice of intent to extend Maintenance Services at least sixty (60) days prior to the conclusion of the Initial Maintenance Services Term. Either Party may provide the other Party with written notice of termination (a **"Non-Renewal Notice"**), which Non-Renewal Notice shall be effective on the date of the expiration of the Initial Maintenance Services Term. Each Extended Maintenance Services Term, if any, shall be extended or terminated in the same manner as the Initial Maintenance Services Term in accordance with this Section 1.1.2, provided that a Non-Renewal Notice for any Extended Maintenance Services Term shall be effective at the end of the then current Extended Maintenance Services Term. The Initial Maintenance Services Term and Extended Maintenance Services Term are collectively referred to in this Support Exhibit as the **"Maintenance Services Term"**.

1.2 If the Parties agree from time to time during the Maintenance Services Term to add additional Products (**"Added Products"**), the annual Maintenance Services Fees for such Added Products will be prorated to remain coterminous with the Maintenance Services Term applicable to the Products previously subject to this Support Exhibit (**"Existing Products"**). Unless otherwise agreed to by the Parties in writing, any Added Products shall become subject to this Support Exhibit on the date of Contractor's shipment to State of such Added Products. If any Added Products replace any Existing Products (**"Replacement Products"**), and should the addition of such Replacement Products create a credit due to State of the annual Maintenance Services Fees previously paid for the then current Maintenance Services Term, such credit shall be applied to the annual Maintenance Services Fees payable by State in connection with the subsequent Extended Maintenance Services Term. Contractor shall invoice State for any additional amounts due for the Maintenance Services Fees for any Added Products or Replacement Products at the time such Added Products or Replacement Products become subject to the Support Exhibit, so that the annual Maintenance Services Fees for such Added Products or Replacement Products will be coterminous with the then current Maintenance Services Term. Thereafter, the Fees for annual Maintenance Services shall include the Fees for all Products, which shall be deemed to include Added Products and Replacement Products.

1.3 Notwithstanding anything to the contrary contained in Section 1.1.2 above, if either Party provides the other Party with a Non-Renewal Notice in respect of the first or any subsequent Extended Maintenance Services Term, despite the Term of the Contract remaining in effect, upon the expiration of the then current Maintenance Services Term, Contractor shall be under no obligation to provide, and State shall not be entitled to receive, any Support Services hereunder.

1.4 State may, upon written notification provided to Contractor prior to the expiration of the Initial Maintenance Services Term or the then current Extended Maintenance Services Term, suspend the Maintenance Services on all or a portion of the Products, which such suspension shall be effective beginning on the first day of the immediately following Extended Maintenance Services Term. The Fees for the Products for which Maintenance Services will continue to be provided by Contractor, if any, will be adjusted accordingly. Upon reinstatement of the previously suspended Maintenance Services for the applicable Products, State shall, at its option, either: (a) pay the Fees for the previously suspended Maintenance Services retroactively for the lapsed time; or (b) pay any and all associated Fees to update the Products to the current version (if the current version is not already installed), and pay the then current Fees for the Maintenance Services for the Products.



2. **Maintenance Services.** The following services shall be performed by Contractor during the Maintenance Services Term in accordance with the Support Program Option selected by State ("**Maintenance Services**"):

2.1 If Maintenance Services are purchased by State from Contractor in respect of Equipment, analysis, diagnosis and repair or, at Contractor's discretion, replacement of faulty hardware components, which includes dispatch of required parts to repair faulty hardware components ("**Repair Parts**"). Unless otherwise agreed upon by Contractor and State, Repair Parts will be shipped overnight.

2.2 Routine Product tests as considered necessary by Contractor.

2.3 Contractor Software problem diagnostics, which includes remote diagnosis and on going maintenance of Contractor Software issues.

2.4 Contractor Helpdesk support in accordance with the Support Program Option selected by State.

2.5 Bug fixes via Service Packs or Hot Fixes as developed and released by Contractor for use with the Products.

2.6 Provision of necessary written materials to allow operation of Service Packs or Hot Fixes, and the training of State's operators as may be required, at Contractor's discretion, to ensure efficient operation of the Products with the Service Packs or Hot Fixes. All such software is licensed for use solely on the Products on which it was first installed and shall be governed by the licensing terms and conditions set forth in the Contract.

2.7 During the Maintenance Services Term, solely for the current version of the Contractor Software purchased by State from Contractor under this Contract on or after the Effective Date, Contractor shall provide subsequent releases of the Contractor Software, which replaces a previously installed version of the Contractor Software, with a newer version of the same Contractor Software, excluding any release, option or new feature which Contractor determines will be licensed separately ("**Upgrades**"). Upgrades will be delivered or made available to State via Contractor's electronic software delivery system. Upgrades will only be made available to State by Contractor if and when they are generally released and the software and content of the Upgrades shall be determined by Contractor and in Contractor's sole discretion. Contractor shall be under no obligation to release any Upgrade and State shall have no claim against Contractor in connection therewith. State will be eligible to receive Upgrades solely with respect to the software package and option (as such terms are used in Contractor's quotation) that were originally purchased and are incorporated in the Products. For the avoidance of doubt, if the Maintenance Services Term is terminated in accordance with the terms of the Contract, Contractor shall not provide, and State shall not be entitled to receive, any Upgrades after the date on which such termination is effective. Additionally, Upgrades shall only be made available pursuant to this Section for the then-current version of the applicable Contractor Software and future versions thereof that are subject to, and included under, this Support Exhibit. State is responsible for any additional costs associated with Upgrade implementation, including: any Third Party Software required, such as any Microsoft™ server or workstation applications (including SQL server licenses), additional hardware, Services, including installation, specialized customization or integration services (which shall be made available as Additional Services) or training that is required as a result of an Upgrade.



3. **Additional Services.** During the Maintenance Services Term, in addition to the Maintenance Services, State may engage Contractor to perform the following services ("**Additional Services**"):

3.1 Maintenance Services performed at State's request at the Sites, or outside of the hours specified in the Support Program Option selected by State;

3.2 Other maintenance requests that are not included in the Maintenance Services or that Contractor does not exclude pursuant to Section 4;

3.3 All services related to Upgrades and Microsoft Service Packs (e.g., installation, project management, customization, training); and

3.4 Upon request by State, the dismantling, removal and reinstallation (a "**Move**") of the Products. Contractor shall advise State if such location is within the same Contractor service area as the Site. If such location is not within the same Contractor service area as the Site, State shall have the option to receive Support Services from another Contractor service center or to pay the additional travel costs of receiving the Support Services from the same Contractor service center. If, upon relocation and inspection, the Support Personnel determine that the Products are not in good operating condition as a result of causes beyond Contractor's control, Contractor shall endeavour to restore such Products to good operating condition as an Additional Service. Notwithstanding anything to the contrary contained in this Section 3.4, any request by State for Additional Services related to a Move must be in writing and be provided to Contractor no less than sixty (60) days prior to the date of the proposed Move.

If State desires to have Contractor perform any Additional Services for State, State shall issue Purchase Orders to Contractor for such Additional Services.

4. **Exclusions from Support Services.**

4.1 Contractor may, at any time, exclude from this Support Exhibit any Product that has been: (a) modified, repaired or serviced by anyone other than Support Personnel, unless otherwise authorized by Contractor in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; (c) relocated from its place of installation other than in accordance with Section 3.4; or (d) connected to, or integrated with, any systems or servers not certified by Contractor to operate with the applicable Product, unless otherwise authorized by Contractor in writing.

4.2 Support Services will not be provided by Contractor in respect of any of the following:

4.2.1 Sunset Products;

4.2.2 Repairs that are impractical for Contractor to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof;

4.2.3 Work external to the Products, such as electrical work or support of attachments to the Products or other devices connected to, or interconnected with, the Products (e.g., State's network or Third Party Equipment) that are not furnished by Contractor or approved by Contractor in writing; or

4.2.4 Installation of any software on the same server on which the Contractor Software is installed, or the combination of any software with the Products, unless such software was provided or approved by Contractor in writing.

5. **Administration of Support Services.** All Support Services shall be provided by Contractor following receipt by Contractor of a service request/incident report from State as further described in Appendix C ("**Service Request**").



6. **Responsibilities of State.** State shall, throughout the Maintenance Services Term, at no charge to Contractor:

6.1 Operate, and perform administration relating to the Products and maintain the Sites in accordance with the Documentation and the written instructions of the Support Personnel;

6.2 Not perform, directly or indirectly, maintenance, repair, modification or alteration of the Products other than as expressly set forth in the Documentation or without the prior written approval of Contractor;

6.3 Backup or otherwise protect its data against loss, damage or destruction, and perform routine database maintenance;

6.4 When Contractor considers it necessary for the performance of the Support Services hereunder, permit prompt remote access by Contractor to the Products, consistent with State's reasonable security requirements and provide reasonable assistance and facilities as requested so as to expedite the performance of the Support Services by Contractor. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using Contractor's VPN Concentrator and any compatible State device. Should State fail to provide the access specified in this Section 6.4 and, as a consequence, the completion of the relevant Maintenance Services requires the attendance on-site of Support Personnel, then Contractor shall not be obligated to provide such Maintenance Services but may, in its discretion provide such services as Additional Services subject to and in accordance with the provisions of Section 3 above;

6.5 Provide the Support Personnel with reasonable access to the Site(s) as well as to the data relating to the operation of the Products;

6.6 Provide the Support Personnel, whether on-site or remote, with any key or other means required for undoing any type of encryption in the Products;

6.7 At Contractor's request, make available adequate storage facilities for spare parts, tools and other equipment that Contractor wishes to store at the Site and provide the Support Personnel, within reasonable proximity to the Products, with adequate working space and facilities;

6.8 Nominate dedicated personnel (minimum 2) with technical knowledge to be trained in supporting the Products and to perform State's responsibilities under this Support Exhibit;

6.9 Ensure the security of the Products at the Sites, including its proper installation of new Microsoft Service Packs as verified by Contractor from time to time; and

6.10 Provide Contractor with access to the Products for the purpose of Contractor's installation of Hot Fixes and Service Packs when and as applicable, as reasonably determined by Contractor;

6.11 Promptly, upon Contractor's notification to State its request to utilize a subcontractor, State shall respond to Contractor with its approval, or its reasonable refusal, of the use of such subcontractor. Should State refuse the use of such subcontractor, Contractor's performance shall be excused until such time that a reasonable solution is agreed to by the Parties.

If State fails to meet any of its responsibilities (as set forth in this Section 6), Contractor shall notify State of such failure, and Contractor's performance hereunder shall be excused to the extent State's failure affects Contractor's ability to perform, until such time as State has cured such failure. Upon State's cure of such failure, Contractor's responsibilities hereunder shall be reinstated.



7. **Support Services Fees.**

7.1 Fees for Maintenance Services to be performed during the Initial Maintenance Services Term shall be included in Contractor's quotation and State's corresponding Purchase Order. Contractor shall, at least 90 days prior to the first day of any Extended Maintenance Services Term, furnish State with an updated list of prices and rates for the Support Services, and such updated list of prices and rates shall be effective as of the first day of such Extended Maintenance Services Term.

7.2 Additional Services shall be provided at the rates set forth in the Services Price List, which will be provided to State upon request and is subject to change. Travel expenses (including, without limitation, mileage, tolls, parking and other out-of-pocket costs) with respect to Additional Services will be charged as incurred.

8. **Eligibility for Coverage.** If the Parties agree to add any products to this Support Exhibit, which were not, as of the Effective Date, covered by a separate direct Contractor maintenance agreement, in addition to State paying the current Fees for Maintenance Services for such products, prior to the inclusion of such products under this Support Exhibit, State shall pay for any labor, materials, adjustments and upgrades deemed necessary by Contractor to place such products in good operating condition. Any such products added to this Support Exhibit shall be deemed to be Added Products pursuant to Section 1.2 above.



APPENDIX A - Support Program Options

The following table outlines the Maintenance Services provided with each level for NICE Interaction Management Products:

Package Features	Standard Package	Enhanced Package
Remote support coverage	Standard Hours	Extended Hours

The following table outlines the Maintenance Services availability and response times for NICE Perform Products:

Severity Service	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Call Back Response Time	Immediate (not to exceed 60 minutes)	Immediate (not to exceed 120 minutes)	Next Business Day	
*Return to Service Goal	1 Business Day	2 Business Days	1 Week	

* Applicable only to the Enterprise 4.1 Products purchased after the Effective Date of the Contract.

Once a Service Request has been created, Contractor shall provide timely reports to the State regarding the status of such Service Request. State may contact Contractor at any time to obtain an update on the status on any active Service Request.

The following table outlines the Maintenance Services provided with each level for NICE IEX WFM and NICE IEX PM Contractor Software:

Package Features	Basic Package	Extended Package	24/7 Package
Remote Support Hours	Standard Hours	Extended Business Hours	Extended Business Hours ¹

¹Pager support provided for High priority issues from 7 AM to 7 PM Central time on Saturday and Sunday.

The following table outlines the Maintenance Services availability and response times for NICE IEX WFM and NICE IEX PM Contractor Software:

Severity Service	High	Medium	Low
Call Back Response Time	1 Hour	4 Hours	8 Hours

Severity Level Definitions: The State and Contractor shall jointly determine the severity level to be assigned to a particular Solution error reported by the State to Contractor in a Service Request. Such errors shall be classified in accordance with the following chart:

Severity Level	Severity Level Definitions
Severity 1	<p>An issue that results in a critical impact to a Solution or Solution Component, where there is complete loss of functionality of such Solution or Solution Component in a Production Environment, or if allowed to persist would result in such complete loss of functionality. For example:</p> <ol style="list-style-type: none"> 1. A Solution or Solution Component that is down and will not restart; or 2. An issue that results in data corruption causing a failure of the Solution or Solution Component to process data, and where no workaround is available; or 3. An issue that results in loss of recording channels or data, or if allowed to persist would result in such recording loss.



Severity 2	An issue that results in a significant impact to a Solution or Solution Component, where such Solution or Solution Component experiences a partial loss of core functionality and certain functions become unstable, unusable or disabled, but the overall Solution remains operable, and no workaround is available. For example: 1. An issue causing intermittent complete loss of functionality of a Solution or Solution Component, in a Production Environment; or 2. An issue that results in the failure of a significant functional Solution Component, causing such Solution Component to become inoperable; or 3. An issue resulting in the loss of the ability to retrieve calls, or the loss of replay functionality for two (2) or more workstations.
Severity 3	An issue that results in a minor impact to a Solution or Solution Component causing diminished Solution response or performance.
Severity 4	An issue constituting (i) a purely cosmetic error, (ii) Documentation anomalies or (ii) a planned intervention.

Support Program Definitions

Business Day - Monday through Friday, excluding Contractor's observed holidays.

Call Back Response Time - The time by which Contractor will initiate a call back to State in accordance with the Severity level of the failure. Call Back Response Times run from time at which Contractor receives the mandatory data to be provided by State in accordance with Appendix C. The response times are measured in clock hours, and according to the hours of support pertaining to the relevant Support Program Option.

Extended Business Hours - 7 AM to 7 PM Central time on each Business Day, excluding Contractor's observed holidays where the clock stops at 7 PM, and resumes at 7 AM the next Business Day.

Extended Hours - twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

Next Business Day - The next following Business Day during Standard Hours.

Production Environment - An operational environment used for the purpose of handling live interactions, data processing, or State's fulfillment activities (i.e., as opposed to a testing/lab environment).

Remote Support Coverage - The period of time during which Support Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Webex, or PC Anywhere.

Return to Service Goal - Time period measured will be based on the time Service Requests are received by Contractor and the time that the State receives notification of a reasonable work around or permanent fix has been provided, except that the time period measurement will be suspended based on the following:

- (a) Time period(s) will not apply when State has not provided necessary remote or physical access to the Contractor products, or any other circumstances which are out of Contractor's control that negatively affect Contractor's ability to perform remediation and diagnosis.
- (b) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State

Second Business Day - The second following Business Day during Standard Hours.



Standard Hours - 8 AM to 5 PM on each Business Day, excluding Contractor's observed holidays where the clock stops at 5 PM and resumes at 8 AM the next Business Day, local time where the Products are located (in the case of NICE Perform Products) or Central time (in the case of NICE IEX WFM and NICE IEX PM Contractor Software).



APPENDIX B – Products and Sites

Existing Products - Serial numbers 45937701, 45937702		
Software License		
Contractor Part #	Description	Qty
Driver Integration		
CT-NP-AV-TSAPI	Avaya CM - AvayaCT / Application Enablement TSAPI service CTI	1
CT-NP-AV-GE	Avaya CM - Genesys CTI	1
System Options		
NMS-NP-SRV	NMS (Network Management System) station license	1
PBS-EXT	TDM/Analog Playback Support (Price per 4 output channels)	3
Storage Center		
SC-NP31-ENT-CHANLIC-B	Storage Center Enterprise package - Additional 250 recording channels (Channels 51 to 300), price per channel =	85
SC-NP31-CENTERA	Integration with EMC Centera (Only with Enterprise package)	1
Total Software License		
Capture Platform		
Contractor Part #	Description	Qty
VoIP Logger - VoIP 2		
NVIP-NP31-DMCC-SW	DMCC Voice logger (SW only)	1
NVIP-NP31-DMCC-REC	Channel license for DMCC Logger	85
Total NICE Capture Platform		
Upgrade		
Contractor Part #	Description	Qty
Application Upgrade		
UPNP31-89-APPQM	Application 89 upgrade from Version QM to NICE Perform Release III	
NP31-AP-MIN	Advanced package - licenses for up to 50 seats site	1
NP31-AP-A	Advanced seat license - Additional 200 licenses (Seats 51 to 250), price per seat =	200
NP31-AP-B	Advanced seat license - Additional 550 licenses (Seats 251 to 800), price per seat =	55
Screen Logger Upgrade		
NSCR-NP31-AGT-A	ScreenAgent screen recording, single seat license - First 250 licenses (first 250 seats), price per seat =	130
NSCR-NP31-AGT-B	ScreenAgent screen recording, single seat license - Additional 550 licenses (seats 251 to 800), price per seat =	175
Total Upgrade Items		



APPENDIX C – General Processes

The following information is required to open a new Service Request:

Company Name
Site Name
Country
Requester Full name
Phone Number
Mobile Number
Alternate contact information (if any)
VPN Access Information
Email Address
Serial Number of the Contractor Equipment/Contractor Software (if applicable)
Description of the issue
IP Address of the Server (if applicable)
Incident Reporting Number (WFM/PM) or Service Request Number (NICE Perform) (if calling about a previously reported issue)

The information listed above must be provided to Contractor prior to Contractor taking action with respect to an issue.

NICE Perform Products and RTI Contractor Software

Service Requests for issues (all severity levels) relating to NICE Perform Products may be initiated by State by contacting the Contractor Helpdesk at (800) 642-3611. Alternatively, for Severity 3 and Severity 4 level issues, State may open a Service Request either through ExtraNICE, or by sending an email to support.americas@nice.com.

NICE IEX WFM and NICE IEX PM Contractor Software

Service Requests for issues (all severity levels) relating to NICE IEX WFM and NICE IEX PM Contractor Software may be initiated by State by contacting the Contractor Helpdesk at (800) 367-4390 or (972) 301-1300. Alternatively, State may open a Service Request either through <http://cic.iex.com> or by sending an email to techhelp@iex.com.



Exhibit B Pricing and Rates

Summary of ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION

The estimated Contract Value is based on the following breakdown for the initial 3 year Contract Term:

<u>DESCRIPTION</u>	<u>Initial Investment</u>
• <u>Table 1: Initial Investment</u>	<u>\$162,213.00</u>
• <u>Table 2: Optional Services</u>	
• <u>Table 3: Fees for Optional Software licenses and applicable Fees for Maintenance Services</u> The State will determine if the optional services identified in Table 2 and Table 3 are necessary at a later date through a change notice leveraging the pricing/fees provided in the tables.	<u>\$93,022.93</u>
• <u>Table 4: Fees for the Maintenance Services for the existing Products described in Appendix B to Exhibit A of the Contract</u>	<u>\$64,420.07</u>
• <u>Table 5: Fees for the Maintenance Services for the Enterprise 4.1 Added Products as defined in Section 1.2 of Exhibit A and described in Table 1 of this Exhibit B</u>	<u>\$172,504.00</u> (Base years only)
<u>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</u>	<u>\$492,160.00</u>

Table 1: Initial Investment

<u>DESCRIPTION</u>	<u>Initial Investment</u>	<u>Invoice Schedule</u>
<u>425 License/305 Channels</u> <ul style="list-style-type: none"> 425 Named Agents recording licenses 305 Concurrent Recording Channels Random selection for Voice and Screen for Quality Review Associated Storage Center Channels Associated Encryption Licenses 	<u>\$47,813</u>	In accordance with Section 2.044 (d) of the Contract.
<u>Professional Services (As described in Article 1)</u> <ul style="list-style-type: none"> Project Management Installation Delta Training – Education services training from Release 3 to current version – upgrade course for QM package; One Trip Evening & Weekend Cutover 	<u>\$85,875</u>	Will invoice upon notification to State's acceptance of Contractor's completion of the Installation Test Procedure ("ITP") in accordance with Section 1.101 (B) of Article 1. Training will be invoiced upon completion.
<u>2-Phased Training (As described in Article 1) - Perform Phased Training (QM):</u> Two phases (4-day each) of setup and processes role-based training at State's site, for Perform Standard/Advanced. Includes 5 Premium user accounts for the NICE Education Center Portal for 3 months Two Trips	<u>\$23,425</u>	Will invoice upon completion.
<u>NCSA (2) - 5-day public course at Contractor training facility, covering maintenance and troubleshooting of core system components for State's IT personnel.</u>	<u>\$5,100</u>	<u>Will invoice upon completion.</u>
<u>TOTAL</u>	<u>\$162,213</u>	

**Table 2: Optional Services**

DESCRIPTION	Contractor list price	State discount	State rate
Day At a Time Training	\$3,000	15%	\$2,550
NCSA - 5-day public course at Contractor training facility, covering maintenance and troubleshooting of core system components for State's IT personnel.	\$3,000	15%	\$2,550
Perform Phased Training (QM): Two phases (4-day each) of setup and processes role-based training at State's site, for Perform Standard/Advanced. Includes 5 Premium user accounts for the NICE Education Center Portal for 3 months	\$20,500	15%	\$17,425
Tailor Made Processes - Application configuration for one business unit	\$14,500	15%	\$12,325
Business Consulting Services for Business Driven Quality Management – Daily Rate	\$3,000	15%	\$2,550
Premium Education Portal – One Year Access per User	\$200	\$30	\$170

The Fees for the Services described in Table 2 does not include travel and expenses for such Services

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at: http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html



Table 3: Fees for Optional Software licenses and applicable Fees for Maintenance Services

License Type		License Fees		Annual Fees for Maintenance Services
		(Fees for Services not included below, and will be quoted at the time of license purchase)		(Standard Support Program Option)
		Upgrade	New	
Privacy (Pause/Resume)	425 licenses (minimum initial purchase, subject to change)	Not Applicable	\$38,675	\$5,847
	Additional 1 to 200 licenses	Not Applicable	\$91	\$14/license/year
	Additional 201 to 300 licenses	Not Applicable	\$88	
	Additional more than 300 licenses	Not Applicable	\$84	
<u>Quality Monitoring (QM), per license</u>	50 licenses (minimum initial purchase, subject to change)		\$37,538	\$3,901
	Additional 1 to 200 licenses	\$95		\$71/license/year
	Additional 201 to 300 licenses	\$91		
	Additional 301 to 520	\$87		
	Additional more than 520 licenses		\$433	
Encryption	Additional 1 to 200 licenses	Not Applicable	\$18	\$12/license/year
	Additional 201 to 300 licenses	Not Applicable	\$18	
	Additional more than 300 licenses	Not Applicable	\$17	
Cisco Integration Driver			\$3,750	\$643
Cisco Passive Channel			\$126	\$23
Cisco Active Channel			\$126	\$23
Storage Center Channels			\$60	\$11

Notes:

1. The Fees for the additional licenses set forth in Table 3 above shall remain unchanged during the contract Term. Actual funding for additional licenses may occur from time to time.



Table 4: Fees for the Maintenance Services for the existing Products described in Appendix B to Exhibit A of the Contract

System	Support Program Option	Part Number	Fees for Initial Maintenance Services Term, effective 10/1/12 – 9/30/13
Enterprise NICE Perform R3	Silver, remote only	SP-CO-NA01-NP3-SLA	\$64,420.07

Table 5: Fees for the Maintenance Services for the Enterprise 4.1 Added Products as defined in Section 1.2 of Exhibit A and described in Table 1 of this Exhibit B

425 License/305 Channels <ul style="list-style-type: none"> • 425 Named Agents recording licenses • 305 Concurrent Recording Channels • Random selection for Voice and Screen for Quality Review • Associated Storage Center Channels • Associated Encryption Licenses 	
Maintenance Services Term	Total Annual Fees for Maintenance Services (Standard Support Program Option)
Initial Maintenance Services Term	\$20,004
First Extended Maintenance Services Term	\$75,205
Second Extended Maintenance Services Term	\$77,295
Third Extended Maintenance Services Term	\$79,451
Fourth Extended Maintenance Services Term	\$81,670



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
RFP	Request for Proposal designed to solicit proposals for services
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.