STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management and Budget
525 W. Allegan St., Lansing, MI 48909
P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171-190000000648**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Q-Matic Corporation
	2875 Breckinridge Blvd, Suite 100
	Duluth, GA 30096
	Kirk Lyle
	770-817-4310
	Kirk.Lyle@qmatic.com
	CV0130129

STATE			
	Program Manager	Bill Strong	MDOS
		517-636-6050	
		StrongB1@michigan.gov	
	Contract Administrator	Jennifer Bronz	DTMB
		517-249-0493	
		BronzJ@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: MDOS MiTime Customer Flow Management Solution Proof of Concept			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
7/8/2019	12/8/2019	N/A	12/8/2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
New Master Agreement issued from CPC# 190000000015			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		**$20,000.00**	

FOR THE CONTRACTOR:

Q-Matic Corporation

Company Name

Authorized Agent Signature

Brett Gerbige

Authorized Agent (Print or Type)

7/9/19

Date

FOR THE STATE:

Jennifer Bronz

Signature

Jennifer Bronz – Senior Category Analyst

Name & Title

DTMB – Central Procurement Services

Agency

7/11/2019

Date

STATE OF MICHIGAN

Competitive Proof of Concept
Contract Terms

This Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Q-Matic Corporation ("**Contractor**"), a Duluth, GA, A ILLINOIS CORPORATION. This Contract is effective on July 8, 2019 ("**Effective Date**"), and unless earlier terminated, will expire on December 8, 2019, (the "**Term**"). If the State elects to establish a long-term contract with Contractor, Contractor will continue to provide services pursuant to this Contract during the pendency of negotiations.

1. Definitions.

"**Action**" has the meaning set forth in **Section 10.1**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Confidential Information**" has the meaning set forth in **Section 8.1**.

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

"**Contract Administrator**" is the individual appointed by each party to administer the terms of this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

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

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor SPOC**" has the meaning set forth in **Section 2.4**.

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

"**Equipment**" means the kiosks, printers, PCs, and Audio/Visual equipment provided by Contractor as required as set forth in **Schedule A**, the Statement of Work, and **Schedule F**, Terms for On-Site Equipment.

"**Force Majeure Event**" has the meaning set forth in **Section 14**.

"**Hosted Services**" means the hosting, management and operation of the Software System, including but not limited to the computing hardware, ancillary equipment, firmware, data, and related resources.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

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

"**Software System**" means Contractor's Customer Flow Management software, and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

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

"**State Data**" has the meaning set forth in **Section 7.1**.

"**State SPOC**" has the meaning set forth in **Section 2.6**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Statement of Work**" means the statement of work attached as **Schedule A** to this Contract.

"**Subcontractor**" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.3(a)**.

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

"**Work Product**" means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including reports, project management documents, forms, templates, and other State-specific documents and related materials. Work Product does not include the Software System.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and the Statement of Work, provide to the State the following services ("**Services**"):

(a) the hosting, management and operation of the Hosted Services as described in the Statement of Work;

(b) the implementing and maintaining of the security requirements set forth in **Schedule B** to this Contract;

(c) the provision, installation, maintenance, and support of the Equipment, as described in the Statement of Work and **Schedule F** to this Contract; and

(d) such other services as may be specified in the Statement of Work.

2.2 Compliance with Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.3 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality and restricted use agreement, giving the State rights at least equal to those set forth in **Section 7** (State Data), **Section 8** (Confidentiality), **Section 9** (Security) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.4** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.4 Contractor SPOC. Contractor will appoint a Contractor employee to serve as a single point of contact with respect to the Services (the "**Contractor SPOC**");

2.5 Management and Payment of Contractor Personnel.

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

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to

State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.6 State SPOC. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the single point of contact with respect to the Services (the "**State SPOC**").

3. ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

4. Look and Feel Standard. All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at www.michigan.gov/standards.

5. Ownership of Work Product. The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

5.1 Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

5.2 to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(a) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and

(b) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Work Product.

6. Termination.

6.1 Termination. Either party may terminate this Contract, in whole or in part, for any or no reason, by giving the other party fifteen (15) days prior written notice.

6.2 Effect of Termination. Upon and after the termination or expiration of this Contract, Contractor will (i) return to the State all State Data, including all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 6.2.** If the State elects to establish a long term contract with Contractor, Contractor will continue to provide services pursuant to this Contract during the pendency of negotiations**;**

6.3 Survival. The rights, obligations and conditions set forth in **Section 1** (Definitions), **Section 6.2** (Effect of Termination), **Section 7** (State Data), **Section 8** (Confidentiality), **Section 9** (Security), **Section 10.1** (Indemnification), **Section 11** (Limitations of Liability), **Section 12** (Representations and Warranties), **Section 13** (Insurance) and **Section 15** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

7. State Data.

7.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes the State's data Processed, collected, used, stored, or generated in connection with the Services. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 7.1** survives termination or expiration of this Contract.

7.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 7.2** survives termination or expiration of this Contract.

7.3 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Freedom of Information Act (FOIA) requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

7.4 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; and (e) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all third-party claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence. This **Section 7.4** survives termination or expiration of this Contract.

8. Confidentiality.

8.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

8.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs

in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 8.2**.

8.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

8.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

9. Security. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule B**.

10. Indemnification.

10.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from (a) Contractor's negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of

Contractor (including, in the case of Contractor, any Contractor Personnel); or (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any Third Party.

10.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 10**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

11. Limitations of Liability and Disclaimer of Damages.

(a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) The State's Limitation of Liability. IN NO EVENT WILL THE STATE HAVE ANY LIABILITY TO CONTRACTOR, WHATSOVER, UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT.

(c) Contractor's Limitation of Liability. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED TWO MILLION DOLLARS ($2,000,000).

12. Contractor Representations and Warranties.

12.1 Authority. Contractor represents and warrants to the State that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606; and

(f) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

12.2 Software and Service Warranties. Contractor further represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Software System does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

12.3 Equipment Representations and Warranties.

(a) all Equipment is delivered free from any security interest, lien, or encumbrance and will continue in that respect;

(b) the Equipment will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; and

(c) if the State does not return the Equipment to Contractor within thirty (30) days after termination of this Contract, Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Equipment

12.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

13. Insurance.

13.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers,

	employees, and agents" as additional insureds.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

(b) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

(c) If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

(d) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required

insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

13.2 Non-waiver. This **Section 13** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

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

15. General Provisions.

15.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

15.2 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

15.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:

2875 Breckinridge Blvd., Ste. 100, Duluth, GA 30096

E-mail: brett.gerbige@qmatic.com

Attention: Brett Gerbige

Title: Controller

If to the State:

525 W. Allegan St., Lansing, MI 48909

E-mail: BronzJ@michigan.gov

Attention: Jennifer Bronz

Title: Senior Category Analyst, IT

Notices sent in accordance with this **Section 15.3** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

15.5 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 6**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 15.5** is void.

15.6 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

15.7 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in

exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.8 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.9 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

15.10 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 15.10**.

15.11 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

15.12 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by

the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

15.13 Schedules All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Data Security Requirements
Schedule C	Pricing
Schedule D	Service Level Agreement
Schedule E	Disaster Recovery Plan
Schedule F	Terms for Onsite Equipment

15.14 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

Entire Agreement. This Contract, including all Statements of Work and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

STATE OF MICHIGAN

Contract No. 190000000648
MDOS Customer Flow Management Solution Proof of Concept

SCHEDULE A

Statement of Work

1. BACKGROUND

The State of Michigan is seeking an innovative, dependable, well maintained, strongly supported queuing system vendor, to achieve the best possible customer flow management in select Secretary of State offices across the state of Michigan. The Customer Flow Management (CFM) solution is a 100% Web-Based SaaS solution designed to improve customer service, create a more efficient working and waiting environment, reduce perceived wait times, and improve workflow at the MDOS Branch Offices. The solution measures steps in customer flow processes and provides management with the basis for analyzing and further improving them. In addition, the CFM solution is centralized, flexible, scalable, and provides all essential CFM functions such as queuing, prioritizing and segmenting customers, customer and management notifications, and customer information. The solution should also have a fully operational reporting package that allows MDOS staff to query any system data they wish, at any time, and provide valid data in return, in a clean, professional format.

2. PURPOSE

- Deploy new Customer Flow Management solution that enables MDOS to centrally manage the solution.
- Streamlines appointment scheduling and arrival system into a single toolset for up to the minute appointment scheduling and adjustment.
- Eases staff experience to best service customers in an orderly, timely, and informed manner.
- Deploy a current platform with capacity to support additional sites and functionality for years to come.
- The State will pilot Contractor kiosks, printers, PCs, and Audio/Visual equipment. Dependable, well maintained, strongly supported queuing system vendor, to achieve the best possible customer flow management in select Secretary of State offices across the state of Michigan.
- Simplistic solution that allows customers to easily interact with using their mobile device, allows customers to get in line online, provides reliable estimated wait times or place in line, and schedule appointments for specific timeslots.
- Possible future integration with new branch operating system CARS (Vendor FAST) – Integration requirements TBD.
- Customer flow integrated with current document check process at Customer Service Station.

3. IN SCOPE

- **Software – Qmatic Orchestra 7**
  - Orchestra Platform (30 User Licenses)
    - User and Role Management – The Orchestra Platform provides central administration of Users, Roles and access rights to Branches (locations) within the system.

Roles provide the ability to group similar Users into one and the same Role to which Permission to certain functionality in the total solution is granted. As an example, the Role Administrator could have access to administrative functions while a Role Serving and Arriving could have access to the Counter functions only.

- Journey Data - Orchestra always stores statistical data from the Customer Journey. This is the raw data (stat events). Separate modules are needed for aggregation and presentation of the data.

- Journey Manager – Standard (30 Licenses)
  - Service Level Definitions - Journey Manager Entry allows Service Levels for Waiting Time and Transaction time to be defined. These Service Levels are used in several parts of the Orchestra solution, such as: Work Profile Calling Rules, Staff Notifications, Reports, Analysis, and Operations Panels.
  - Work Profile Calling Rules - Work Profile Calling Rules - Only basic Calling Rules are allowed that can be implemented within the finally called by condition in the Work Profiles but limited to:
    - Call by defined order over one or several Queues
    - Call by max waiting time over one or several Queues
    - Call by max visit lifetime over one or several Queues
    - Call by closest to Service Level
  - Segmentation Rules - Although customers might have similar Service requests, there are often specific additional reasons to individualize and optimize their Customer Journey. The Segmentation Rule definitions allow Customers to be segmented into a, for them preferred, Queue, based on known facts, such as gender, language, VIP level, age or any other known parameter.
  - Customer Transfer - A Customer Journey might require the Customer to be served several times, during one and the same Visit. Therefore, they can be transferred to other Queues, using different methods such as to first position in queue, last position in queue, or sorted into queue based on arrival time.
  - Staff and Counter Pools - In many cases, it is required to transfer Customers to a specific other counter or individual Staff member, to be served. For this purpose, each Counter and Staff member is automatically assigned a pool to which Customers can be transferred.

- Appointment Manager – Entry (28 bookable resources)
  - Entry enables customers to book appointments for a Service in a Branch at a specific time and date. The Appointment Manager solution includes the necessary booking business rules configuration, such as slot lengths, how long in the future bookings and for which Branches and Services bookings can be made.
  - Web Appointment Booking – Online Web Appointment Booking allows the client to implement Appointment booking functionality in their website. This allows their Customers to book Appointments 24/7, at their own convenience, at the same time reducing the workload on the client's organization for booking the Appointments.
  - Customer Appointment Confirmations, Reminders and Cancellations – When and Appointment is booked, it is in both the Hosting Entity and the clients interest that

they will not forget and miss their Appointment. Therefore, confirmation, cancellations, and reminders can be sent to the Customer to make them aware of their upcoming Appointment. The Customer Confirmation, Cancellation and Reminder functionality enabled the possibility to send Appointment confirmations, cancellations, and reminders by SMS and/or email. The reminders and confirmations also include the possibility for the Customers to cancel their Appointment in an easy way, preventing No Show records and allowing other Customers to an Appointment for the cancelled time slot.

- Reception (2 Reception Roles) – The module Reception is a browser solution, used by Reception staff, to be able to arrive Customers. The Reception includes functionality such as:
    - Create Visit
    - Link Customer to Visit
    - Inform about Queue Statuses
    - Arrive Appointment Customers
    - Book Appointments

- Counter (Counter Licenses Roles) – The Counter module is a browser solution, used by Counter staff to be able to serve Customers. The Counter includes functionality, such as:
    - Call Customer
    - Close Counter
    - Transfer Customer
    - Add Delivered Services, Marks and Outcomes
    - Inform about Queue Statuses

  The Counter can be configured centrally to enable or disable certain functionalities.

- Voice Announcement – Voice Announcement is a module that together wit ha Qmatic voice announcement player (Qmatic Hub with Media License), gives you the right to use the voice announcement functionality, enabling Orchestra to play pre-recorded words, numbers and phrases, according to the configuration you make. The announcements can be used to welcome the Customer or in the waiting area to announce called tickets and where they should go.

- Qmatic Insights is the latest data tool for Qmatic Orchestra running on Qmatic Managed Service. It is a module that provides insight into the system's statistical information, helping you optimize your customer journeys from several perspectives. Qmatic Insights may visualize data in a number of different graphical and numerical views. The module also offers a number of reports that show data in a tabular format, these may be printed or emailed.

- The set of dashboards that comes with Qmatic Insights provides a clear view of customer journey information such as:
    - **General overview**
      - appointments created
      - arrived visitors
      - number of no shows
      - number of visits served to completion

- distribution of appointments
- appointment times
- arrival patterns
- waiting times
- maximum waiting times
- breakdown by queue
- waiting times vs. visits

- **Serving information**
  - average transaction times
  - maximum transaction times
  - breakdown of transaction times by service
- **Staff performance**
  - served
  - serving times
  - calling by work profile

- Operations Panel – The Enterprise Operations Panel module provides managers with the current status information of their Service environment, to be able to take the appropriate decisions to fulfill their Service Levels and KPIs. The Enterprise Operations Panel can show information for all Branches in the network and allows digging into details per Branch and even Queue and Counter/Staff statuses. Within the Enterprise Operations Panel, levels can be set which visually inform managers, at a glance, if there are any points that need attention.

- Customer Notification – The Customer Notification module is required in case customers need to be notified or informed about their Journey status. Typical message examples are to inform then about their status/position in the Queue, when it is time for them to go back to the Branch or when they are called to be served. Other examples of Customer notifications are booking confirmations/reminders and notifications when a booking has been cancelled. Customer Notifications are typically sent by SMS and email.

- Digital Signage Integration – The Digital Signage API includes functions to populate Motor Vehicle Networks displays, connected to Orchestra and Customer Journey information.

- Hardware Monitoring – Monitoring is only available for Qmatic hardware. Qmatic hardware has been proposed as optional. Monitoring of 3rd party hardware is not included.

- Surface Editor – The Surface Editor enables a non-developer, from one central point, via a web browser in a WYSIWYG editor, to change the design of touch screens, digital signage surfaces and tickets, over an entire Enterprise organization.

- Staff Notification – Enables the ability to supervisors and managers to receive SLA alerts and be notified via email or SMS.
- Mobile Ticket - allows Customers to queue and monitor their place in line, using their mobile phone. The mobile ticket can be presented to Customers in one or several of the following ways:
  - By integrating the mobile ticket solution into their webpage, clients can give their Customers the possibility to get in line for a Service before arriving at a Branch. The

Customer will be presented with available nearby Branches and Services at a selected Branch, including number of waiting Customers, before taking a ticket.
    - An SMS with a link to the mobile ticket can be sent to the Customer, either from a Staff member or from a kiosk where the Customer enters his/her phone number. (requires Global SMS Solution, or similar).
    - A QR-code in the kiosk or on the printed ticket can be scanned to open the mobile ticket, You may also need for example the Global SMS Service module, if you are not using an external provider.
- Concierge - Concierge is a smart business app for tablet devices, available on App Store for iOS and Google Play for Android tablets. It is used for hosts to meet-and-greet Customers and includes functionality such as:
    - Booking Appointments
    - Arriving Appointments
    - Creating Visits
    - Editing Visits
    - Insight into queue status

Summary of Licenses Modules & Quantity

Module	**# Licenses**
Orchestra Platform	30
Journey Manager - Standard	30
Appointment Manager - Entry	28
Reception	2
Counter	28
Voice Announcement	30
Qmatic Insights	30
Designer	2
Operations Panel	30
Voice Announcement	30
Customer Notification	30
Digital Signage Integration	2
Surface Editor	30
Staff Notification	30
Customer Notification	30
Messaging Services Subscription	4 months
Hardware Monitoring	30
Mobile Ticket	30
Concierge	2

New Qmatic Provided Hardware Components

- Intro 17 kiosks – Qty: 2 per office
    - Self service queue entry and appointment arrival
- Intro 5 Ticket printer – Qty: 1 per office
    - Reception queue entry
- Qmatic HUB – Qty: 1 per Office
    - Branch Controller
- Qmatic Choral Units – Qty 1 per Office

    - Enables voice announcement.
- Amplifier and Speakers - Qty: 1 amps and 3 speakers per office
    - If an office already has speakers in place, they may be reused
- Hardware and Cabling Kit Qty: 1 per Office
    - Includes all mounting hardware, cabling, and wires needed for install
- VPN Router – Qty: 1 per Office
    - Allows Qmatic to support hardware remotely

The State is not obligated to any hardware costs if State decides not to proceed a long-term agreement with the Contractor. Contractor must work with the State to remove and pick up all Equipment at the termination or expiration of the Contract as set forth in Schedule F to this Contract. Contractor must remove the equipment within thirty (30) days of expiration or termination of the Pilot. Contractor will remove the Pilot Equipment within 30 days and the Contractor will replace the Pilot Equipment with new Equipment in accordance of the long-term agreement. If the State does not cooperate with Contractor to enable Contract to remove and pick up all equipment within thirty (30) days of Contract expiration or termination, then the State may keep the Equipment and Contractor may invoice for the cost of the Equipment; provided, however, that all title and warranties pass to the State upon payment for the Equipment. If the State elects to establish a long term contract with Contractor, Contractor will continue to provide services pursuant to this Contract during the pendency of negotiations.

Qmatic Responsibilities

- Provide software and hardware solution as described.
- Perform Onsite visits and consultation.
- Training Staff and Management users.
- Integrate with MVN Media Players.
- Installation of application software in a hosted environment
- Hardware Installation
- Participate in Project Kickoff Meeting
- Provide Project Management by assigned Project Manager
- Participate in regular project meetings and communication updates.
- Provide and review the system configuration document with Client describing all aspects of the project.
- Provide Project Management Plan
- Provide Change Management Plan
- Provide Communication Plan
- Provide Issue Management
- Provide Implementation Management
- Provide Stakeholder Register
- Provide Risk Register

MDOS Responsibilities

- Provide Mail server
- Provide Staff Workstation Terminals
- Provide network connection for the Qmatic system
- Provide network and power drops for Qmatic hardware
- Provide floor plan of area(s) Qmatic system to be installed
- Provide SSL/TSL certificates
- Participate in Project Kickoff Meeting

- Provide Project Management by assigned Project Manager
- Participate in regular project meetings and communication updates
- Installation of network and power runs required by solution
- If Permits are required, Client will be responsible for providing detail of what Permits are required, as well as, Preferred Contractor contract information

Success of the Proof of Concept
Once the proof of concept process is complete, or at any time during the pilot at the State's discretion, the State will evaluate the proof of concept and decide whether it will exercise its option to negotiate a full implementation of the product or service. The State will use the following criteria to evaluate proof of concept performed:

	Technical Evaluation Criteria	Weight
1.	Proof of Concept Quality	50
2.	Supplier Service and Support	35
3.	Cost Containment	15
	Total	100

Based on the above score, the State may enter into full implementation of the product or service with the Contractor that receives a score of 80 or higher. Please note that CPC/Pilot process can be discontinued at any time for any or no reason.

4. CONTRACT TERM
The contract term is set forth in the preamble of the Contract.

5. SPECIFIC STANDARDS
IT Policies, Standards and Procedures (PSP)
Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors must comply to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards. Contractor is required to comply with all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):
https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

Security Accreditation

Contractor is required to complete the State Security Accreditation process for the solution.

Application Scanning

Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For SaaS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities

- Dynamic Scanning for vulnerabilities, analysis, remediation and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation

Infrastructure Scanning

Externally hosted solutions

A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

Acceptable Use Policy
To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf . All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Look and Feel Standard
All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness
The Contractor Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

ADA Compliance
The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor Solution comply, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employees	Admin Access	30	30
State Employees	Write Access	30	30
Public Citizens	Write Access	50,000	1,000

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

7. ACCESS CONTROL AND AUDIT

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html).

Contractor will use local users stored in Orchestra. The solution will prompt users to change their password on the first log in. Users with access to user management can add, delete and update user accounts, roles and access including passwords.

The following is logged:

1. Successful login, Unsuccessful login, Logout Only login/logout attempts towards Central are logged.
2. Database changes (CUD) in qp_central are logged. System activities, triggered by the Queue Agent, are not logged.
3. Branch configuration, Service configuration, Work Profile configuration, Segmentation Rule configuration and Queue handling, Unit Type configuration, Surface Application configuration, User management.
4. Starting and stopping a Queue Agent Calendar the following is logged: Who (which User) booked/deleted/confirmed/updated the appointment and at what time.

To integrate with the SOM MILogin solution, the Contractor's solution must support HTTP Headers based SSO, or SAML, or OAuth or OpenID interfaces for the SSO purposes.

8. DATA RETENTION

Contract must meet the data retention schedule of 7 years. If the polit is not extended to a long-term contract, then the State will follow the Transition Services in Section 20 of the Statement of Work and once the transition out is complete the Contractor will not be obligated to the 7-year retention schedule.

9. SECURITY

Contractor must meet the Data Security requirements set forth in **Schedule B – Data Security Requirements** of this Contract.

The Solution will be storing sensitive data.

10. END-USER OPERATING ENVIRONMENT

The software must run under commonly used web browsers. Browsers that are responsible for over 2% of the site traffic, measured using sessions or visitors, coming to Michigan.gov must be supported. The latest browser statistics can be found at https://www.michigan.gov/som/0,4669,7-192-26928-464605--,00.html. At the time of this document, the minimum supported browser list includes Internet Explorer 11, Edge 17, Chrome 70, Safari 11, iOS 12.2, Windows, and Firefox 60. Contractor to stay current on latest version and one major version back.

11. SOFTWARE

If Contractor is using any open source or third-party products in connection with the proposed Solution the Contractor must identify these separately in its proposal (including identifying any associated cost in **Schedule C - Pricing**).

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

Contractor must include any end-user license agreements that will be required by the State to access the Solution as **Schedule D**, If applicable.

12. SOLUTION REQUIREMENTS

Contractor must fully comply with each section in this **Schedule A – Statement of Work** and the attached **Exhibit 1 – Business Specification Worksheet.**

13. INTEGRATION

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

14. MIGRATION

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

15. TESTING SERVICES AND ACCEPTANCE

Contractor must comply **Section 4, Service Preparation, Testing and Acceptance**, of the **SaaS Contract Terms**. This section will apply if it is determined to proceed with a longer-term contract.

16. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency as requested by the State, at a cost as listed in the Fees schedule.

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

17. HOSTING

Contractor must comply the State's standard Service Level Agreement (SLA) attached as **Schedule D** to the **SaaS Terms and Conditions**. Contractor must comply to the SLA in **Schedule D – Service Level Agreement.** This section will apply if it is determined to proceed with a longer-term contract.

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 3 hours. Contractor must include a copy of its Disaster Recovery Plan as **Schedule E** part of their proposal, which will be treated by the State as confidential information.

18. SUPPORT AND OPERATIONS

Contractor must comply to the State's standard Service Level Agreement (SLA) attached as **Schedule D** to the SaaS Terms and Conditions.

Support Hours

The State requires the Contractor to provide Support Hours as 8 a.m. to 5 p.m. Eastern, Monday, Tuesday, Thursday, Friday
7 a.m. to 7 p.m. on Wednesdays
8 a.m. to 12 p.m. on Saturdays

For **PHONE** support call: **(770) 817-4250 or (800) 852-6768**
For **FAX** support fax to: **(770) 817-4594**
For **E-MAIL** support write to: support.us@qmatic.com

- Software Support
  - Unlimited Telephone Support Center, per State requirements above, as well as after hours and weekend on call support for severity one issues. The Technical Support Team provides remote diagnostic testing, troubleshooting, and verification of proper software setup. The can also assist with navigating menus and analyzing customer flow data and management reports.
  - Priority Case Handling
    Clients on a Qmatic Care Agreement receive support prior to those without an agreement.
  - Unlimited Access to the Qmatic Support Portal.
    Receive unlimited access to the Qmatic Support Portal. Clients can report issues using this online system and track the status until resolution. The support portal includes access to 27/7 web support.
  - Guaranteed Service Levels
    With a Qmatic Care Agreement guaranteed service levels are in place and absolute response and resolution times are assured based on problem severity. Ask us for a Service Level table for details
  - Free Service Packs & New Releases Keep You Current
    Receive all new Qmatic software version releases and patches as part of your Qmatic Care Agreement. Know that you will always operate with the latest features and functions. Patches are provided via download. Please note: professional services and training are not provided for new software releases as part of the Qmatic Care Agreement.
  - Unlimited Access to the Qmatic Training Portal
    Receive unlimited access to the Qmatic Training Portal. This easy-to-use tool provides instructional videos, in-depth end-user documentation and quick reference guides, and is a cost-effective way to educate new employees as well as provide refresher training to existing staff.
  - Two Remote Refresher Training Webinars
    Two remote refresher training webinars are included per year. Led by a member of the Qmatic Training Team, topics include interpretation of management screens and statistical reports, plus system backup procedures. Other areas of interest can be discussed with the training team. Remote access for the Qmatic Trainer is required.
  - Non-Production Software
    Prior to deployment into the field, many IT best practices include regression testing to verify any changes to configuration or to test new releases in non-production environments. In addition, many clients wish to have a dedicated training environment for their staff. Under the Qmatic Care Agreement, Orchestra customers are entitled to software licenses for up to two non- production environments. Professional services not included.

- Hardware Support
  - Applies to Qmatic provided hardware only. Existing hardware from previous system is not covered under Qmatic Care
    - Qmatic Care Plus
    - Free access to new firmware releases
    - Onsite repair service where required
    - Priority client Technical Support
    - Qmatic Certified Technician with hands-on experience with Qmatic products
    - Express delivery replacement for failed equipment

- Same or newer condition for hardware replacement
  - Qmatic Care Plus coverage ensures a top-notch client experience. Depending on the case, Qmatic will send a Technician to your location(s) to address the issue or replace the equipment in question via expedited delivery. With Qmatic Care Plus, direct repair/replacement costs are completely covered.

19. DOCUMENTATION

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will be update and discrepancies, or errors through the life of the Contract. This includes all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

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

20. TRANSITION SERVICES

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Contractor must provide a detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between Contractor's solution and internal or third-party solutions.

21. PRODUCTS AND SERVICES

Contractor must describe additional Solution functionality, products or services that the State specifications do not address but are necessary to implement and support this solution.

22. CONTRACTOR KEY PERSONNEL

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

Contractor Contract Administrator. Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Kirk Lyle **Address 2875 Breckinridge Blvd Suite 100** **Duluth, GA 30096** **Phone 770-817-4310** **EmailL kirk.lyle@qmatic.com**

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

Contractor
Name: Kyle Keyser **Address: 2875 Breckinridge Blvd Suite 100** **Duluth, GA 30096** **Phone 77—817-4395** **Email kyle.keyser@qmatic.com**

Contractor Business Analyst. Contractor to provide name of individual who will be responsible for leading requirements elicitation, documenting requirements (product backlog) and completing analysis for considered changes.

Contractor
Name: Mark Sarria **Address: 2875 Breckinridge Blvd Suite 100** **Duluth, GA 30096** **Phone: 770-817-4393** **Email mark.sarria@qmatic.com**

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Jim Myers **Address: 2875 Breckinridge Blvd Suite 100** **Duluth, GA 30096** **Phone: 770-817-4289** **Email jim.myers@qmatic.com**

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Andres Glanfalt **Address: 2875 Breckinridge Blvd Suite 100** **Duluth, GA 30096** **Phone + 46 701 054605** **Email Andreas.Glanfalt@qmatic.com**

23. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. Contractor to provide proof that employees have been drug tested.

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

24. STATE RESOURCES/RESPONSIBILITIES

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

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

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

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

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

State Project Contacts

Role	Name	Title
State Contract Administrator	Jennifer Bronz	Senior Category Analyst
State Project Manager	Mike Kelley	Project Manager
Agency Business Owner	Amanda Caterino	Department Analyst
State Technical Lead	Tom Cantrell	State Administrator Manager

25. MEETINGS

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

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

Alternative planned approach for project meetings proposed by Contractor must be approved by the State.

26. PROJECT REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified

Contractor must describe specific reports the Contractor will provide after contract execution and during the lifecycle of the contract, including all required scheduled reporting and details around the how and when metrics captured/validated.

27. MILESTONES AND DELIVERABLES

The State's proposed milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Project Kickoff	Contract Execution + 10 days
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Execution + 15 days
Configuration of software	Final Solution and Testing Document	Execution + 20 days
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Implementation/Go-Live and Final Acceptance	Execution + 20 days
Production Support Services	Ongoing after Final Acceptance.	Ongoing

Contractor may propose alternative timeframes and deliverables, but Contractor must provide an explanation as to why the State's schedule and associated deliverables is not feasible. The State must approve any changes to the timeframes and deliverables to this Contract.

Contractor must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above (or with Contractor's alternatively proposed schedule). The WBS must be detailed enough to identify all State and Contractor responsibilities.

The Contractor Project Manager will be responsible for maintaining an MS Project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

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

The Contractor is required to review http://www.michigan.gov/suite and demonstrate how each PMM/SEM requirement will be met. Contractors wishing to use their own documents must submit an example of the document that will be substituted. If the Contractor deems a document to be non-applicable, please provide reasons for the determination. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

28. PRICING

Contractor must comply with **Schedule C - Pricing** a detailed description of all costs associated with implementing, maintaining and supporting the Solution, including all requested services set forth in this Contract.

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

Travel and Expenses

The State does not pay for overtime or travel expenses.

29. ADDITONAL INFORMATION

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

STATE OF MICHIGAN

Contract No. 190000000648
MDOS Customer Flow Management System Pilot

EXHIBIT 1 – Business Specification Worksheet

Column A: Business Specification number.

Note:

- The "**Required**" section of the Business Specifications Worksheet lists items that the State requires to be part of the Solution.
- The "**Optional**" section of the Business Specifications Worksheet lists items that are not required at the time of the solicitation but may be desired by the State in the future.

Column B: Business Specification description.

Column C: Contractor must indicate how it will comply with the Business Specification. Contractor must enter **"Y"** to one of the following:

- **Current Capability –** This capability is available in the proposed system with no additional configuration or cost
- **Requires Configuration –** This capability can be met through Contractor-supported changes to existing settings and application options as part of the initial implementation at no additional cost (e.g., setting naming conventions, creating user-defined fields)
- **Future Enhancement –** This capability is a planned enhancement to the base software and will be available within the next 12 months from contract execution at no additional cost.
- **Not Available –** This capability is not currently available, and a future enhancement is not planned.

NOTE: Configuration is referred to as a change to the Solution that must be completed by the Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model changes occurring). Further, all configuration changes must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.

Column D: The Contractor must also fully comply and disclose how they will meet the requirements in this Contract. This column is for Contractor to describe how they will deliver the business Specification and if the Contractor proposes configurations, the Contractor must explain the details of the impacted risk that may be caused if configured to meet the business Specification.

A	B	C (Yes or No)				D	E
Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Future Enhancement**	**Not Available**	**Contractor to explain how they will comply the business Specification. (Enter Response 1,2,3,4,5,6)**	**Further Explanation from Column D (250 Word Limit)**
Mandatory Minimum							
1.0	Solution must allow for customer queue entry via kiosk, web, text, cellular phone, or another mobile device.	Yes				1-Currently provided within the standard service.	Qmatic understands and complies. Orchestra allows customers to join the queue in several ways including web, mobile device, and kiosk. Our proposed solution will enable customers to join the queue via kiosk.
2.0	Solution must allow customers to schedule appointments.	Yes				1-Currently provided within the standard service.	This is standard functionality of the Qmatic system. Detailed descriptions of the customer appointment scheduling process are outline in the responses below.
3.0	Solution must provide audio intercom calling of customer queue at each branch office.	Yes				1-Currently provided within the standard service.	This is standard functionality of the Qmatic system. An audio system will provide voice announcement to waiting customers.
Required							
4.0	Solution must effectively manage customer flow in the branch offices and to collect all data representing every customer and their transactions	Yes				1-Currently provided within the standard service.	The Qmatic Journey Manager will automatically handle customer flow with segmentation, categories, and rules-based routing to ensure efficiency. In the process, the system captures all metrics of the customers journey such as arrival time, wait time, time of service, and transaction times to name a few. System also captures metrics of branch staff.

5.0	The software must run under commonly used web browsers. At a minimum the software must support Internet Explorer v9 or higher, Chrome v36 or higher, Firefox v31 or higher, and Safari v5.1 or higher both under the Windows and iOS operating systems.	Yes				1-Currently provided within the standard service.	Orchestra supports all major web browser. This includes IE, Firefox, Chrome, Safari
6.0	Solution must be centrally manageable by designated State administrative staff.	Yes				1-Currently provided within the standard service.	. Administrator accounts will be set up and given to designated State administrative staff enabling them to centrally manage various aspects of the system such as business configurations, customer notifications, user management etc.
7.0	Contractor must be capable of integrating the solution with other state systems.		Yes			3-Currently provided through configuration to standard service at an additional cost detailed in the cost proposal as part of this CPC.	Qmatic has experience integrating we many other software platforms including FAST, MVN, and Gemalto to name a few. **Orchestra uses standard Webservices RESTful (Representational State Transfer or RESTful web services) API's for all External Integrations.** **The capability to integrate is a strength of the Qmatic system. Qmatic will need to work with MDOS to scope out the needs of the integration.**
8.0	Solution must be scalable to accommodate different sized branches.	Yes				1-Currently provided within the standard service.	Orchestra is a highly scalable system allowing for future growth and the ability to simultaneously handle several branches of various sizes. Qmatic currently has Orchestra systems in place ranging from 1 branch to 180+ branches managing 10+Million visits per year.
9.0	Solution must be configurable to the	Yes				1-Currently provided	Users with Administrator access will have the ability to centrally manage the entire enterprise, as well as make configurations to

	needs of the individual branch.					within the standard service.	individual branches. During the initial deployment, Qmatic will work with MDOS to configure each branch to their own specific needs. The system is more than capable of handling different configurations for each individual branch.
10.0	Solution must be accessible to State staff by a single login that gives the user access, based on user role.	Yes				1-Currently provided within the standard service.	Each user will have their own username and password. Qmatic will work with MDOS to configure user roles and access rights. Within the User Management Module, MDOS administrators will have the ability to grant or limit access to various portions of the system for each individual user.
11.0	Solution access must be controllable by designated state staff.	Yes				1-Currently provided within the standard service.	Within the User Management Module, MDOS administrators will have the ability to grant or limit access to various portions of the system for each individual user. MDOS will have the ability to make these changes on its own, without the need to reach out to Qmatic for user management.
12.0	Solution must be configurable by designated state staff.	Yes				1-Currently provided within the standard service.	The Orchestra solution is a high configurable software platform. While Qmatic will work with MDOS to properly configure the initial deployment, MDOS will have full capability to make additions or changes to the configuration without the help of Qmatic. Qmatic has provided business configurations modules, accessible to administrators, to make it simple to make changes to configurations such as: services, queues, users, and business profiles.
13.0	Solution must be capable of immediately notifying customers in queue of branch office closures or announcements.			Yes		5-Not currently provided but will be added through customization at the additional cost detailed in the cost proposal as part of this CPC	Ability to send mass, ad-hoc messages to all customers in queue and or having appointments for a specific date and time is part of the notification's module product roadmap. The enhancement is estimated for release in Q3 of calendar year 2019. Currently, Qmatic's customer & staff notification module is designed to send / support configurable messages for specific business events related to appointments and queue management. If MDOS requires this functionality ahead of the proposed time frame, we would be willing to provide it as a custom development it for a fee.

14.0	Solution must be capable of generating immediate customizable messages (per MDOS) via text and email to customers in queue, by date and time range.			Yes		5-Not currently provided but will be added through customization at the additional cost detailed in the cost proposal as part of this CPC	Ability to send mass, ad-hoc messages to all customers in queue and or having appointments for a specific date and time is part of the notification's module product roadmap. The enhancement is estimated for release in Q3 of calendar year 2019. Currently, Qmatic's customer & staff notification module is designed to send / support configurable messages for specific business events related to appointments and queue management. If MDOS requires this functionality ahead of the proposed time frame, we would be willing to provide it as a custom development it for a fee.
Queuing							
15.0	Solution must provide customer waitlist notification/mobile summoning via text, voice message, or mobile application informing them of the remaining wait time.	No				6-Service will not be provided.	Our proposed solution will fulfill the notifications as required here as well as mobile summoning, however our approach is to show the customers their position in queue rather than remaining wait time. Wait time is a moving target that is affected by many factors. negative customer experience happens when expectations are not met. For this reason, we recommend that MDOS keep customers informed with their place in line, as this is a reliable number.
16.0	Solution must provide customer waitlist notification/mobile summoning via text, voice message, or mobile application informing them of number of customers ahead of them.	Yes				1-Currently provided within the standard service.	Qmatic solution supports customer engagement and informing them of wait time, position in queue and summon them to service areas using SMS, Automatic audio and or Digital signage & media display.
17.0	Solution must allow customer to re-queue allow for the customer to move themselves back in the queue), or change appointment times (via web, text, cellular	Yes				1-Currently provided within the	Customers who have booked an appointment will receive a confirmation email/text message. The system can also be configured to provide reminder messages. Within these confirmations and reminders, a link will be provided to give customers the ability to reschedule or even cancel their appointment. Changes to

	phone, or another mobile device.					standard service.	appointments can be done via the web from a PC, mobile phone, or tablet.
18.0	Solution must publish and open interfaces to exchange data with the Branch Solution to display data relating to wait times, queue number, transaction name and other related information.	Yes				1-Currently provided within the standard service.	Allowing value adding integrations to the. We strongly believe in creating added system value by integrating and exchanging data with other business critical systems. The platform presents a range of Application Programming Interfaces (APIs) to expose all functionality within the system; all out-the-box user interfaces are developed against these APIs allowing for a fully flexible and customizable platform. All APIs conform to Open API and are provided in the form of stateless, RESTful web services
19.0	Solution must provide designated staff the ability to prioritize a waiting customer (e.g. make someone next in line, recycle queuing tickets, address walk-ups) by re-routing them to any position in the waiting line, or removing them from the queue.	Yes				1-Currently provided within the standard service.	The system has the ability to automatically prioritize certain customers and channel them to the appropriate resource for service. Designated staff also has the ability to override the system and "cherry pick" various tickets for immediate service, re-route, remove them from the queue, or recycle them to a configurable place in queue. The counter module has a walk up feature to immediately create a visit in the system at the point of service.
20.0	Solution must provide all necessary interfaces and technical support for Michigan branch application to retrieve and send data to the queue solution.		Yes			5-Not currently provided but will be added through customization at the additional cost detailed in the cost proposal as part of this CPC.	The platform presents a range of Application Programming Interfaces (APIs) to expose all functionality within the system; all out-the-box user interfaces are developed against these APIs allowing for a fully flexible and customizable platform. All APIs conform to Open API and are provided in the form of stateless, RESTful web services

21.0	Solution must provide the customer with the option of an electronic or printable ticket with barcode and a unique confirmation number.	Yes				1-Currently provided within the standard service.	Customers joining the queue can provide their phone number to receive a text message with a unique number specific to their visit. In the event that a customer does not want to give a phone number, he or she will be able to print a physical ticket specific to them. Barcodes/QR codes can be configured to print on the ticket. Customers making an online appointment will receive a confirmation email/text with a unique confirmation number and barcode to aid in the check in process. This confirmation page acts as a preliminary ticket until the customer has checked in at the location. Only then, will the customer be called for service. Customers that have not checked in, will not be summoned to a window, eliminating wasting time calling appointment no shows.
22.0	Solution must allow branch offices to display customer's ticket number on the lobby monitor.	Yes				1-Currently provided within the standard service.	Our proposed solution includes integration with Motor Vehicle Network (MVN). Qmatic has successfully integrated with MVN is several motor vehicle agencies across the country. When a customer is called, the MVN display will show the ticket and which window to proceed to.
23.0	The public display of the customer information in the branch for queueing purposes must be limited to the approved information by MDOS and not disclose any personal contact information of the customer (e.g. name or full phone number).	Yes				1-Currently provided within the standard service.	Qmatic understands and complies. Absolutely no PII will be shared or displayed.
24.0	Solution must allow branch staff to summon the next assigned customer ticket from their terminal/PC.	Yes				1-Currently provided within the standard service.	Branch staff will summon customers for service via their PC. Branch staff will be granted access to the Counter Module. Summoning a customer is as easy as pressing the "Call Next" button. If preferred, the next customer can be automatically pushed to the service point to reduce time wasted / idle time between transactions. This can improve CSR productivity and throughput.

25.0	Solution must display to branch staff the assigned customer ticket on their terminal/PC.	Yes				1-Currently provided within the standard service.	As stated above, all branch staff will have access to the counter module to provide service. When staff presses the "Call Next" button, they will be presented with the ticket number that is approaching the window. Staff will also be able to see any information about the customer captured at the point of entry such as Name, requested service, ticket number, wait time or DL number etc.
26.0	Solution must notify customers that they must be physically present inside the branch office before closing time to receive service (Monday, Tuesday, Thursday, Friday – 5 PM, Wednesday – 7 PM, Saturday – 12 PM) as end of day is approaching.	Yes				1-Currently provided within the standard service.	Text messaging is part of our proposed solution. Qmatic will work with MDOS to configure rules for text messaging. All message content is totally configurable to include any verbiage MDOS wishes including closing times. MDOS can make changes to this message at any time.
27.0	Solution must provide a 'check in' option when a customer arrives to the branch office.	Yes				1-Currently provided within the standard service.	When a customer makes an online appointment, he or she will be sent a confirmation page with a specific confirmation number and/or barcode. Customers must check in at the branch in order to be called for service. Check in can be done at a kiosk or with a staff member. Once checked in, the customer's ticket will be automatically prioritized to be called at the scheduled time. Customers who have not checked in for an appointment will not be called for service, eliminating wasted time calling no shows. Walk in customers who have not made an appointment, can 'check in' at a kiosks or receptionist as well. At the point of check in, they will be issued a ticket (electronically via text or paper ticket) and placed in queue.

Queue Management							
28.0	Solution must be capable of providing a list of required customer documentation needed to perform their selected tasks.	Yes				1-Currently provided within the standard service.	There are several ways Qmatic can meet this requirement. A list of required documentation can be provided in the following ways: - In an appointment confirmation email/text - In an appointment reminder email/text - On a kiosks screen after the customer has selected a service -Via text message when a customer joins the queue - Printed on a physical ticket when a customer joins the queue. . All of the above options are standard configurations and available to MDOS.
29.0	Solution must provide accurate customer wait time estimate, customer position in queue, or other comparable option.	Yes				1-Currently provided within the standard service.	Qmatic can provide customers with their position in queue via text message when the customer joins the queue. Also, we can send updates to customers with updated position in queue. Qmatic provides a sophisticated Estimated wait time calculation algorithm that takes in to consideration multiple parameters such as number of customers waiting, staff capacity, transaction times etc. Customers who do not provide a phone number will be issued a paper ticket with their position in queue printed on the physical ticket.
30.0	Solution must provide alerts to designated staff for when customer waiting times exceed preset values.	Yes				1-Currently provided within the standard service.	Qmatic will work with MDOS to configure SLAs for wait times. The system will be configured to automatically alert supervisors when SLAs have been reached. Alerts will be in the form of emails and/or text message to the designated staff. Supervisors will also have

							access to a live dashboard with graphical color changes when wait time thresholds are surpassed.
31.0	Solution must provide online or mobile device, queue position updates, informing customers of their place in line.	Yes				1-Currently provided within the standard service.	Text messages will be sent to customer to inform them of their position in queue. These messages can be configured to be automatically sent when the customer reaches a configurable place in queue.
32.0	Solution must provide online display of branch office wait times compatible with all standard browsers and mobile devices.	Yes				1-Currently provided within the standard service.	Qmatic provides online wait time for many of our DMV clients. Here is a link to Delaware DMV's website to showcase a real-world example. https://www.dmv.de.gov/waittimes/index.shtml For MDOS, we will work with your web developers to integrate this information with your website. Wait times will be viewable from all standard browsers and mobile devices.
33.0	Solution must provide a method for skills-based workload distribution to accommodate the most efficient service to branch customers. Allows branches to direct customers to the branch staff best equipped to answer their request.	Yes				1-Currently provided within the standard service.	At the core of the Orchestra system is the Journey Manager. The Journey Manager is the engine of the system an enables segmentation, customer categories, and rule-based routing. Qmatic will work with MDOS to create profiles for the most efficient service. Profiles can be configured to channel specific services to specific windows and or staff members.
34.0	Solution must provide a method for queue management to facilitate “express service” to customers who have quick requests to increase customer satisfaction. Enables the opening of a speed line.	Yes				1-Currently provided within the standard service.	This is standard functionality of the Journey Manager. Qmatic encourages all of our clients to prioritize quick transactions. Profiles will be configured to ensure that quick transactions are placed in an "express service" queue and handled with priority. This can be achieved by directing express services to specific counters, or by enabling all staff to serve all transactions, and letting the journey manager direct the appropriate ticket to the appropriate service point based on the configured algorithms.

							This practice is proven to reduce branch congestion and overall wait times.
35.0	Solution must prevent customers from joining multiple lines and multiple locations during the same time period.	Yes				1-Currently provided within the standard service.	When a customer joins the queue, they will provide their phone number. A phone number cannot join multiple queues or multiple locations during the same visit. This same principle applies to appointment scheduling. A customer may not schedule appointments at more than 1 location. A customer must first cancel their appointment before another can be made.
Appointment Scheduling							
36.0	Solution must provide branch employees and customers to schedule appointments based on specific resources (i.e. people, facilities, equipment, activities and appointment transaction types).	Yes				1-Currently provided within the standard service.	Both branch employees and customers can access the scheduling tool to make an appointment. Appointments are specific to the branch and also specific to the service.
37.0	Solution must permit the customer or branch employee to schedule, cancel, change or confirm an appointment via web	Yes				1-Currently provided within the standard service.	Branch employees and customers will be able to schedule, cancel, or modify an appointment via the MDOS website or staff specific interface. Customers can book their own appointments, or staff can book the appointment for them at the branch or over the phone. Cancellations and changes can be performed by searching for any identified information such as confirmation number, email address, or phone number.
38.0	Solution must permit the customer to schedule, cancel, change or confirm an appointment via mobile device.	Yes				1-Currently provided within the standard service.	The appointment scheduling interface is responsive and designed to accommodate various platforms and screen sizes including PCs, tablets and mobile devices. Customer will have the ability to manage their appointments.

39.0	Solution must allow branch employees to manage the flow of walk-in traffic in parallel with appointment traffic.	Yes				1-Currently provided within the standard service.	The Orchestra system automatically handles walk in traffic in parallel with appointments. There really is no need for staff involvement to manage the two. Qmatic will configure queues and profiles accordingly so that system will ensure that appointments are seen at their scheduled time, while managing walk traffic at the same time. In the event that a manager/supervisor would like to manually manage traffic, he or she may transfer visits or adjust staff work profiles to accommodate any workflow they deem appropriate.
40.0	Solution must allow customer and Branch Office employees to schedule appointments based on multiple options including location, first available date, time, and multiple site searches.	Yes				1-Currently provided within the standard service.	Step 1 to making an appointment is to select a location. This will populate list of services specific to that location Step 2 is to select to the desired service. (Steps 1 and 2 can be interchangeable, enabling the customer to choose the service first, and then be presented with a list of branches offering that service.) For Step 3, the customer will select a date for their appointment. Customers will be provided with a calendar view. Dates with available appointments will be selectable. Dates that are not available will be greyed out. For Step 4, the customer will be presented with times available on their selected date. Customers or branch staff can explorer different options by repeating any of the above steps and selecting an alternative. The system will provide updated appointment availability.
41.0	Solution must include an online scheduling solution that provides the customer with a printable confirmation with barcode/QR code, a unique confirmation number and any customizable	Yes				1-Currently provided within the standard service.	This is standard functionality of the Qmatic Appointment solution. All scheduled appointments will be followed by a printable confirmation page with a confirmation number and Barcode/Qr code. This confirmation page is totally configurable and can include any messages MDOS desires such as appointment time and address, announcements, a List of required documents unique to the service, hyperlinks to MDOS forms or related websites.

	messages/advertisements that MDOS desires. The QR code will link to related websites.						
42.0	Solution must enable branch employees and customers to schedule both individual and group appointments. (e.g. a group of students arriving from a driving school)	Yes				1-Currently provided within the standard service.	Qmatic supports both staff assisted and customer interface for group appointments. MDOS administrators will have complete control over the slot size and the number of available group appointments, branches etc.
43.0	Solution must allow Branch Offices to establish limitations based on when a customer can schedule, cancel or change an appointment including restricting customers to one appointment statewide at one time. (prevent double booking)	Yes				1-Currently provided within the standard service.	MDOS will have full control over establishing limitations. As standard, Customers will be limited to making 1 appointment at a time only. Customers cannot make appointments and several branches at once. MDOS also has full control of available appointments for each specific branch and service independently. MDOS can control how far in the future appointments can be made or enable/restrict same day appointments. MDOS will be able to configure time blocks, and control how many appointments are available within each time block. For instance, MDOS can limit or eliminate available appointment slots when resources are strained, such as when staff takes lunch breaks. The power of Qmatic's appointment scheduling tool enables MDOS to channel customers away from the busiest times or branches and direct appointments to slower times, or less busy branches to level the load across the enterprise.
44.0	Solution must allow branch employees to search appointments by confirmation number, customer number, customer name,	Yes				1-Currently provided within the standard service.	Branch employees can look up any customer's appointment using any identifiable information that the customer provided when booking the appointment. This includes, confirmation number, name, email address, or phone number.

	appointment date and/or location.						
45.0	The solution should also have the capability to generate reminder emails and text messages.	Yes				1-Currently provided within the standard service.	Reminder messages can be configured to be sent when the customer's appointment is 'X' time away. The content of the message is totally configurable by MDOS and will be specific to the branch and service selected.
46.0	The customer facing scheduling solution should be in a calendar format.	Yes				1-Currently provided within the standard service.	When booking an appointment, the customer will have a view of a calendar. Dates on the calendar that have available appointments will be clickable, while dates that have no appointments will be greyed out.
47.0	The solution must alert branch manager and staff if an appointment is past its scheduled time at a configurable time frame.	Yes				1-Currently provided within the standard service.	While the Orchestra system is capable of sending management alerts, we safe guard against the need for this alert. When a customer makes an appointment, he / she is not in queue. The customer must first check in with a receptionist or self-service kiosk. If the customer is a no-show, the system will automatically track this, and prevent CSRs from calling tickets that did not show. MDOS can define how early or how late a customer can check in. In For instance, 10 minutes can be set as the threshold. After 10 minutes, the ticket is automatically a no show. Branch managers will have access to reporting on all appointment no shows.
48.0	Solution must provide an appointment 'check in' option when a customer arrives to the branch office.	Yes				1-Currently provided within the standard service.	When a customer makes an online appointment, he or she will be sent a confirmation page with a specific confirmation number and/or barcode. Customers must check in at the branch in order to be called for service. Check in can be done at a kiosk or with a staff member. Once checked in, the customer's ticket will be automatically

							prioritized to be called at the scheduled time. Customers who have not checked in for an appointment will not be called for service, eliminating wasted time calling no shows.
Hardware and Equipment							
49.0	Solution must be capable of generating and printing paper tickets.	Yes				1-Currently provided within the standard service.	This is standard functionality. As stated in this solicitation as well as the Q&A, Qmatic is proposing that we utilize currently owned hardware including ticket printer.
50.0	Solution must incorporate high-volume ticket printers which will print numbered paper tickets for arriving customer.	Yes				1-Currently provided within the standard service.	As stated in this solicitation as well as the Q&A, Qmatic is proposing that we utilize currently owned hardware including ticket printer. Optionally, Qmatic offers our own suite of kiosks and printers specifically designed for use with Orchestra.
51.0	Solution must allow MDOS to customize information appearing on the ticket including text (mandatory) and images (optional). Administrative rights can be granted to allow an individual to change the display.	Yes				1-Currently provided within the standard service.	Users with the proper credentials will have access to the surface editor module. This module enables users to customize text and images on the ticket. MDOS will have full ability to customize the tickets without the need to contact Qmatic.
52.0	Solution's ticket printers must accommodate industry standard, non-	Yes				1-Currently provided within the	As stated in this solicitation as well as the Q&A, Qmatic is proposing that we utilize currently owned hardware including ticket printer. If MDOS chooses to utilize Qmatic's own kiosks

	proprietary paper and other required consumables.					standard service.	and printers, we will provide ticket roll specifications so that MDOS may source non-proprietary paper tickets from the open market.
53.0	Solution must have the ability to reroute ticket production to various plain paper printers connected to workstation PCs or connected directly to the queue solution for back-up.	No				5-Not currently provided but will be added through customization at the additional cost detailed in the cost proposal as part of this CPC.	Orchestra currently supports various 3rd party printers from Bixolon and Epson. Select printer models from these manufacturers may be used as fail-over printers. We strongly recommend MDOS utilize purpose-built printers and hardware from Qmatic which support an industry best MTTR of 24hr.
54.0	Solution must have the ability to print multiple tickets at once, as needed.	Yes				1-Currently provided within the standard service.	This is standard functionality. The system can be configured to print multiple tickets specific to each service type.
55.0	Solution must have the ability to print tickets for different queues (if applicable).	Yes				1-Currently provided within the standard service.	Each queue / Service type will be configured to print its own ticket template. The verbiage printed on the ticket is specific to the queue selected.
56.0	Solution must be able to interface with Motor Vehicle Network's TV monitor system or similar vendor, in the branch offices to display queuing information (i.e. write data to a file on pc/server, both being on same network segment so can read each other;	Yes				1-Currently provided within the standard service.	Qmatic has years of experience integrating with MVN in several states. The Orchestra system is flexible enough to integrate with other vendors as well. Our proposed solution includes integration with MVN. If another digital signage vendor is utilized, Qmatic will need to work with the vendor to scope out the solution.

	creates data and hosts it internally on a built-in web server)						
57.0	Solution must provide a visible display of customer's position in queue and where they should report for service once their number has been called.	Yes				1-Currently provided within the standard service.	The Qmatic system can be configured to send status notifications with position in queue via text message to the customer. A message can also be configured to be sent when a customer is called, and display what service point they should report to. This information is displayed via MVN digital display and is supplemented by automatic audio announcements
Reporting and Monitoring							
58.0	Solution must provide an easily accessible but secure, web based, real time, and historical data web reporting tool that allows employees to log in and obtain customized/ad hoc reports.	Yes				1-Currently provided within the standard service.	Qmatic provides an Operations Panel that is a real time view of the lobby conditions per branch and for the entire enterprise. Historical reporting is available through easy to use and configurable insights.
59.0	Solution must provide a set of standard reports including but not limited to daily, monthly and annual reports. These reports will be determined as needed by MDOS staff with expected recommendations from the contractor.	Yes				1-Currently provided within the standard service.	Qmatic provides a comprehensive suite of standard reports designed to help administrators improve efficiency and staff productivity based on over 20 years of experience partnering with Motor vehicle agencies. Alternatively, as an option a Business intelligence API allows integration of customer journey data with an MDOS data analytics tool.
60.0	Solution must allow real time queries and reports during normal business hours, without affecting	Yes				1-Currently provided within the	Qmatic's enterprise architecture is designed to support robust data analysis and reporting without adverse effect on the application layer performance. In addition, Qmatic's managed services leverage AWS

	the solutions performance.					standard service.	enterprise cloud infrastructure for optimum performance and SLA adherence.
61.0	Solution must provide a method for MDOS administrative staff to access employee workstation activity, including: sign-on, customer arrivals at window, signaling when the employee is open and ready to service the next customer in the queue, or when an employee is inactive at a workstation.	Yes				1-Currently provided within the standard service.	Supervisors will have access to the Operations Panel; a real time dashboard. The operations panel provides supervisors with a live view of the status of each workstation, the staff member who is logged in there, and what they are doing at the moment. Supervisors can see if a CSR is idle or what ticket is currently being served at a specific workstation, as well as how long the transaction is taking. Supervisors can also change the staff's work profile to control what type of transaction the staff member will call next. In addition, a staff performance report provides historical analysis of throughput, idle time etc.
62.0	Solution must be capable of reporting data in table, graph, database and spreadsheet formats.	Yes				1-Currently provided within the standard service.	This is standard functionality.
63.0	Solution must contain functionality to download reports into a variety of formats including Microsoft Office (i.e. Excel, Access, PDF, DBF, Text files, etc.)	Yes				1-Currently provided within the standard service.	Out-of-the-box Orchestra includes the best in class reporting tool which enables MDOS to create reports or use pre-defined industry specific reports in a variety of formats including, CSV, PDF, Text, Excel, HTML
64.0	Solution must provide detailed performance reports on employees and branches based on weekly/monthly/yearly basis and on an individual, regional or statewide basis.	Yes				1-Currently provided within the standard service.	Qmatic insights meets and exceeds the specified reporting requirements
65.0	Solution must record date for every transaction conducted	Yes				1-Currently provided within the	Qmatic insights meets and exceeds the specified reporting requirements

	within the solution including customer arrival times, transaction times, wait times, staff performance, and customer history.					standard service.	
66.0	Solution must include a staff performance profile which tracks types of services provided, length of time spent on a request, idle time etc.	Yes				1-Currently provided within the standard service.	Included staff performance report meets the specified requirements
67.0	Solution must provide trend analysis reports to assist in determining staffing requirements.	Yes				1-Currently provided within the standard service.	Included standard reports provide historical trend analysis of demand patterns, transaction times, no-shows, staff throughput etc. to aid in staff and resource requirements. Optionally a Workforce management integration API can be supported for sophisticated rostering, forecasting and staff optimization.
68.0	Solution must provide management dashboard reporting data and graphics that indicate branch wait time activity.	Yes				1-Currently provided within the standard service.	Discuss Ops Panel
69.0	Solution must provide real-time monitoring tools to allow staff to view the number of customers in the queue, how long they have been waiting, types of requested services.	Yes				1-Currently provided within the standard service.	Ops Panel
70.0	Vendor must be able to conduct a regular monitoring of the log files of the PCs (e.g. Monitor, Kiosk PCs), associated with network activity, and report any issues.	Yes				1-Currently provided within the standard service.	Our Managed Services offering Qmatic performs various task to ensure availability and performance. Also, the Hardware Monitoring module provides MDOS staff with real time insights into connectivity as well as any Qmatic hardware.

71.0	Vendor must use a Michigan.gov email address/account when communicating with MDOS via email. (The State will provide Vendor with the necessary assistance to establish a Michigan.gov account).	Yes				1-Currently provided within the standard service.	Qmatic understands and will comply with this requirement.
72.0	Software items provided by the Contractor must adhere to the Look and Feel Standards, where relevant. Refer to https://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf	Yes				1-Currently provided within the standard service.	Appointments web booking can be tailored to match the look and feel outlined in the Look and Feel document.
Optional							
73.0	Solution must be capable of transferring a customer from one location to another. (If applicable).	Yes				1-Currently provided within the standard service.	Qmatic allows MDOS staff members to transfer customers from one service point to any other service point in the branch. The position in queue at the transferred location / service point can be at the head of the queue / last in line or based on wait time.
74.0	Solution should offer a hardware status dashboard, informing MDOS staff of connectivity issues prior to branch opening time.	Yes				1-Currently provided within the standard service.	Users with proper credentials will have access to a Hardware Monitoring Dashboard that shows connectivity issues as well as information of any Qmatic hardware.
75.0	Solution should alert MDOS administrative staff of high wait times via email.	Yes				1-Currently provided within the standard service.	Qmatic will work with MDOS to configure SLAs for wait times. The system will be configured to automatically alert supervisors when SLAs have been reached. Alerts will be in the form of emails and/or text message to the designated staff.

SCHEDULE B
Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

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

"**Contractor Systems**" has the meaning set forth in **Section 1.4~~5~~** of this Schedule.

"**FISMA**" means The Federal Information Security Management Act of 2002 (44 U.S.C. ch. 35, subch. III § 3541 et seq.).

"**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"**NIST**" means the National Institute of Standards and Technology.

"**PSP**" means the State's IT Policies, Standards and Procedures with publicly available ones located at: https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the CPC are available by request with signed NDA agreement through SOM procurement.

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

1.1 Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("Contractor Security Officer").

1.2 **Protection of the State's Confidential Information**. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) host the Software in a government cloud solution, and Contractor must maintain an annual SSAE 16 SOC 2 Type 2 audit of the FISMA controls for the Hosted Services throughout the Term;

(b) ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

(c) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract**,** and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP's;

(d) maintain FedRAMP authorization for the Hosted Services throughout the Term, or other comparable audit-compliant certification, and in the event the contractor is unable to maintain FedRAMP authorization, or its alternative, the State may move the Software to an alternative provider, at contractor's sole cost and expense;

(e) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

(f) take all reasonable measures to:

(i) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(ii) prevent (i) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (ii) unauthorized access to any of the State's Confidential Information;

(g) ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption with certified encryption modules in accordance with FIPS PUB 140-2;

(h) ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms; and

(i) ensure the Hosted Services have multi-factor authentication for privileged/administrative or other access types as required.

1.3 **Unauthorized Access**. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 1.34**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through

the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

1.4 **Contractor Systems**. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("Contractor Systems") and shall prevent unauthorized access to State Systems through the Contractor Systems.

1.5 **Security Audits**. During the Term, Contractor will:

(a) maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

(b) upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

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

STATE OF MICHIGAN

Contract No. 190000000648
MDOS Customer Flow Management System Pilot

Schedule C – Pricing

Proof of Concept	
Orchestra 7 Software Platform in 2 branches for 4 months. 30 users.	
Software (Optional features Mobile Ticket and Concierge are also included at no additional costs.)	FREE
Hardware	FREE
Implementation Services including: - Project Management - Solution Configuration - Onsite Installation and Training - Shipping and Handling	$ 13,720.00
Hosting & Managed Services	$ 1,228.56
Messaging Services (cost per SMS), this is an extra cost above the CPC pilot cost.	$ 0.01
Proof of Concept TOTAL	**$ 14,948.56**

Proposed Full Deployment Pricing after Proof of Concept

SaaS solution - Investment Overview Orchestra - 600 Users						
_	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10
SaaS Software Fee	$155,994.30	$155,994.30	$155,994.30	$73,920.00	$73,920.00	$73,920.00
Support & Maintenance	$91,161.66	$95,123.04	$95,123.04	$95,123.04	$95,123.04	$95,123.04
Implementation Services (One time Fee)	$141,618.00					
Hardware (One Time Fee) includes: - 1 Choral Voice Unit at each branch *(MDOS speakers and amplifiers will be reused)* - 1 RS232 Interface at each branch (MDOS to provide a *PC at each branch to function as a HUB)*	$23,768.25					
GRAND TOTALS	**$412,542.21**	**$251,117.34**	**$251,117.34**	**$169,043.04**	**$169,043.04**	**$169,043.04**
SMS Charges	**$0.00825**	per SMS	** MDOS may also provide their own SMS gateway. Volume discounts available.*			

Additional Users: 601-700						
SaaS Software Fee - cost per user per year	$239.99	$239.99	$239.99	$113.72	$113.72	$113.72

Support & Maintenance - cost per user per year	$140.25	$146.34	$146.34	$146.34	$146.34	$146.34

Additional Users: 701-800						
SaaS Software Fee - cost per user per year	$222.85	$222.85	$222.85	$105.60	$105.60	$105.60
Support & Maintenance - cost per user per year	$ 130.23	$ 135.89	$ 135.89	$ 135.89	$ 135.89	$ 135.89

Integrations - 600 Users

Per the Amendment "CPC Customer Flow Management Answers to Vendor Questions" document, MDOS requests pricing to integrate with Single Sign On employee log in solution and/or FAST/CARS application.

Integration	License Cost	Development Costs	Annual Maintenance
Single Sign On (LDAP/SAML)	$10,800.00	N/A	$1,944.00
FAST/CARs Option 1: Customer Identification Integration	$7,200.00	$7,600.00	$1,296.00
FAST/CARs Option 2: Service Point Integration	$25,200.00	$7,600.00	$4,536.00

OPTIONAL FEATURES

Software Options	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10
Mobile Ticket (600 Users)	$16,632.00	$16,632.00	$16,632.00	$5,832.00	$5,832.00	$5,832.00
Customer Feedback Expressia: Software Enterprise License (600 Users)	$11,075.00	$11,075.00	$11,075.00	$3,888.00	$3,888.00	$3,888.00
Customer Feedback: Expressia: Hardware Device (per workstation)	$146.58	$29.28	$29.28	$29.28	$29.28	$29.28
Concierge (Per Concierge User)	$318.60	$48.60	$48.60	$48.60	$48.60	$48.60

Hardware Options	One-time Fee	Annual Maintenance

Intro17 - Qmatic 17" Touch Screen Kiosk with Built-in printer (Cost per Unit)	$7,156.17	$1,871.64
Intro8 - Qmatic 8" Touch Screen Kiosk with Built-in printer (Cost per Unit)	$3,365.63	$744.36
Intro 5 - Qmatic Kiosk with 5 Tactile Buttons (Cost per Unit)	$1,748.43	$384.96
Qmatic HUB	$682.00	$170.52
Amplifier and Speakers	$440.99	$132.72
Hardware / Cabling Kit	$333.00	
VPN Router	$600.00	
Estimated Travel and Installation*	$5,640.00	
Estimated Investment Per Site		**$28,188.24**

*Installation hours and travel needed will vary and be adjusted according to volume of hardware and offices.

Customer Feedback SAAS (No hardware required)	Cost	Unit
0-500 Feedbacks per month	$ 0.90	Per feedback
501-3000 Feedbacks per month	$ 0.62	Per feedback
3001-10000 Feedbacks per month	$ 0.37	Per feedback
>10000 Feedbacks per month	$ 0.18	Per feedback

STATE OF MICHIGAN

SCHEDULE D
Service Level Agreement

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

"**Actual Uptime**" means the total minutes in the Service Period that the Hosted Services are Available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Service Error**" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

"**Service Level Credits**" has the meaning set forth in **Section 5.5**.

"**Service Level Failure**" means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

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

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

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

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

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Support Request**" has the meaning set forth in **Section 5.4(a)**.

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

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

2. Services.

2.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**");

(b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the "**Contractor Service Manager"). The Contractor Service Manager** will be considered Key Personnel under the Contract.

3.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the "**State Service Manager**").

4. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**"), at least 99.95% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. "**Availability**" has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

4.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

(a) failures of the State's or its Authorized Users' internet connectivity;

(b) Scheduled Downtime as set forth in **Section 4.3**.

4.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

4.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

4.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a

minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

4.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.95%	None
<99.95% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

*Please note that the Service Availability will be 99.95% for the pilot only. If the State chooses to proceed with a longer-term contract, it will be required that Contractor meet the 99.98% or better for Service Availability.

(b) Any Service Availability Credits due under this **Section 4.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

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

5.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support Support HoursSupport Hours (Other);

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 5.**

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

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

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

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

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

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

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

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

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this Schedule.

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

(a) Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	**Description:** **Any Service Error Comprising or Causing any of the Following Events or Effects**
Critical Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	• Hosted Service is operating with minor issues that can be addressed with an acceptable

	(as determined by the State) temporary work around.
Low Service Error	• Request for assistance, information, or services that are routine in nature.

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "**Resolve**" (including "**Resolved**", "**Resolution**" and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

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

				for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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

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

5.6 Corrective Action Plan. If two or more Critical or High Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to

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

6. Force Majeure.

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

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

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

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and

widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

SCHEDULE E

Disaster Recovery Plan

Provided by Qmatic under separate cover.

SCHEDULE F

Terms for On-Site Equipment

1. **Definitions**. All initial capitalized terms in this Schedule that are not defined herein shall have the respective meanings given to them in the Contract.

2. **Equipment**. Contractor must provide fully functioning Equipment, which must include all of the following:

    a. Kiosks
    b. Printers
    c. Computers (ie. PCs)
    d. Audio/Visual equipment
    e. Routers

3. **Delivery**. Contractor must deliver the Equipment to the locations designated by the State by the delivery date specified in the Statement of Work. Five days prior to the actual delivery date, Contractor must give written notice to the State specifying the precise delivery date and time. Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. Contractor acknowledges that no item will be considered delivered on the delivery date if it is damaged or otherwise not ready for the State to begin its acceptance procedures. Contractor must, at a minimum, package the Equipment according to industry standards and include a packing slip with each shipment. Contractor must also arrange for any rigging and drayage necessary to deliver the Equipment. All costs associated with packaging, shipping, transportation, delivery and insurance are included in the pricing set forth in Schedule C of this Contract.

4. **Installation, Integration and Configuration**.

    a. Contractor must unpack, assemble, install, integrate, interconnect, and configure all the Equipment at the locations specified in the Statement of Work. Where necessary to complete installation, Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, and floor protection panels. After completing installation, Contractor must provide the State with written notification that the Equipment is ready for use.
    b. Contractor must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Equipment at the locations specified in the Statement of Work so that they are ready for use and acceptance, including providing and setting up all required connections to the power supply and any other necessary cables and any other accessories or supplies.
    c. Contractor must leave all work areas clean once installation is complete, which includes removing and disposing of all packing materials.
    d. All costs associated with the installation services described in this **Section** are included in pricing set forth in Schedule C of this Contract.

5. **Documentation**. Contractor must provide to the State all end-user documentation for the Equipment. The documentation, at a minimum, must include all the documentation available to consumers from the manufacturer of the Equipment about the technical specifications of the

Equipment, warranties, installation requirements, and operating instructions, as well as details about the software programs with which the Equipment function.

6. **Acceptance**. The following Section applies generally to the acceptance of Equipment.

    a. All Equipment is subject to acceptance by the State. As part of its acceptance process, the State may test any function of the Equipment to determine whether it meets the requirements set forth in the Statement of Work. If the Equipment does not meet the requirements set forth in the Statement of Work, the State may reject the Equipment or require that they be corrected at Contractor's sole cost and expense before accepting them.
    b. Acceptance by the State does not relieve Contractor of its responsibility for defects in the Equipment or other failures to meet the requirements of the Statement of Work or of its support and maintenance obligations.
    c. The procedure for acceptance will be as follows:
        i. Contractor must notify the State in writing once the Equipment are ready for use, in accordance with **Section 4.a** above;
        ii. the State will have ten (10) Business Days to perform its acceptance procedures (the "**Acceptance Period**"); and
        iii. if the State provides notice of any deficiency during the Acceptance Period, Contractor must address the deficiency at no cost to the State as soon as possible and notify the State in writing once the work is complete, at which time the State will be entitled to re-inspect the Equipment and Hosting Environment and the Acceptance Period will start again.

7. **Warranty for Equipment**.

    a. Even if the State has accepted the Equipment, Contractor warrants that, throughout the Term, the Equipment and will conform in all ways with the requirements set forth in the Statement of Work.
    b. This warranty does not apply to a specific item of the Equipment if the only reason that item fails to conform to the requirements of the Statement of Work is because:
        i. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Equipment or attaches items that were not designed or approved for use with the Equipment by the Contractor or the manufacturer of the Equipment; or
        ii. the State uses consumable supplies or materials in or on the Equipment that are supplied by a person other than the Contractor, if those consumables or materials do not conform to the Equipment manufacturer's instructions to consumers.
    c. Contractor must provide maintenance and support services for the Equipment throughout the Term in accordance with **Schedule D** to the Contract, the Service Level Agreement. All charges and costs associated with providing the maintenance and support during the Term are included in **Schedule C**, the Pricing Schedule.

8. **Risk of Loss and Title.**

    a. Risk of loss or damage to Equipment remains with Contractor throughout term of this Contract. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage.

Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of Equipment.

b. Title for all Equipment, other than servers and routers, shall remain with the Contractor unless the State does not permit deinstallation or removal of the Equipment within thirty (30) days of the expiration or termination of this Contract.

9. **De-installation and Removal of Servers and Routers**.

a. Contractor must de-install and remove the Equipment within thirty (30) days of the expiration or termination of the Contract. Contractor must provide all necessary removal resources, and must arrange for any necessary transportation, rigging and drayage in connection with the removal of the servers and routers from the State's premises. All costs associated with the de-installation, removal and transportation to Contractor's premises are included in the implementation costs set forth in Contract.
b. If Contractor does not de-install and remove the servers and routers within thirty (30) days of the expiration or termination of the Contract, the State will retain all Equipment and all title and warranties will pass from Contractor to the State.