

Authorized User Agreement

Title Contact Center as a Service	RFQ Number 2016-2
Contractor: Verizon Business Network Services, Inc. 11 Wards Ln. Menands, NY 12204	
<p>This Authorized User Agreement (“Agreement”) incorporates the terms and conditions of OGS Information Technology Umbrella Contract – Manufacturer Contract No. PM67317 and the Attachments listed below. Any conflicts among the Attachments shall be resolved in the order of precedence indicated below:</p> <ul style="list-style-type: none">• Attachment 1 – Pricing Pages• Attachment 2 – Primary Security and Privacy Mandates• Attachment 3 – How to Use the Contact Center as a Service Authorized User Agreement (“How to Use”)• Attachment 4 – Verizon Responses to the Technical Requirements <p>Authorized Users should refer to Attachment 3 – How to Use for specific instructions on the usage of this Agreement. OGS reserves the right to unilaterally make revisions, changes and/or updates to Attachment 3 – How to Use without processing a formal amendment and/or modification.</p>	

Section 1. Contact Center as a Service (“CCaaS”)

This Agreement establishes vehicle for Authorized Users to acquire Contact Center as a Service (“CCaaS”) and related Implementation Services as provided herein, at the prices specified herein. The pricing for Authorized Users reflects any and all shared costs among and between Authorized Users. The term of the Agreement is five years. At OGS’s option, there may be up to an additional five-year extension of the Agreement contingent on the extending of OGS Information Technology Umbrella Contract – Manufacturer Base Contract No. PM67317.

Contractor shall deliver CCaaS by means of Contractor’s Virtual Contact Center (“VCC”). VCC is a utilization subscription service that is branded, warranted, supported, and maintained by Contractor. VCC is a utilization subscription service under which Authorized User is only invoiced for their actual consumption of the VCC. Contractor is fully responsible for the performance of the VCC. Upon deployment of the VCC an Authorized User shall be able to make their own moves, additions, or changes without incurring any additional charges beyond the Monthly Recurring Charge. Contractor represents and warrants that VCC can quickly scale up and scale down to meet seasonal requirements of Authorized Users. The NYS CCaaS elements set forth below in Section 4 (A) are prebuilt into Contractor’s VCC.

Contractor shall not quote or charge Authorized Users rates/pricing that exceeds the prices listed in Attachment 1 – Pricing Pages.

This Agreement requires Contractor to provide Contact Center as a Service (CCaaS), specifically an entirely hosted solution which does not require any onsite software separate from the solution, or Contractor provided hardware. There are no guarantees as to the volume of business the Contractor will receive under this Agreement as this Agreement is nonexclusive. All purchases from the Contractor will be on an Indefinite Delivery/Indefinite Quantity (IDIQ) basis at Authorized User discretion.

Contractor may host calls for Authorized Users that may be transmitting Personal, Private, or Sensitive Information (PPSI) including, but not limited to, Social Security Number (SSN), Employee ID Number, driver’s license, financial information, and personal information. Upon request from an Authorized User, Contractor shall comply with Primary Security and Privacy Mandates for those programs designated by the Authorized User, as well as any additional such requirements specified by the Authorized User. For those Authorized Users identified below in Section 3, Contractor shall comply with Primary Security and Privacy Mandates for those programs listed in Attachment 2 – Primary Security and Privacy Mandates. Contractor must meet the insurance requirements referenced in Section B.2 below at all times during the term of the Agreement. Follow the Sun infrastructure support is not allowed under this Agreement.

Contractor shall not commence any engagements for Authorized Users other than the agencies listed below until (i) Implementations for all of these agencies listed below have been completed, or (ii) the NYS Office of Information Technology Services (ITS) consents to the commencement of such an engagement.

Section 2. Glossary

An Agent is defined as one who interacts with customers via phone, email or chat, in order to fulfill customer requirements.

A Supervisor is defined as someone who is responsible for managing/coaching a team of Agents.

Section 3. CCaaS Deployment Schedule

Contact Center	Current System	Implementation Timeline	Incoming Calls (Annual)
Department of Civil Service (DCS)	UCCX 8.5.1	No longer needed	150,000
Dept. of Tax and Finance (DTF)	Cisco UCCE 8.5	Implemented 12 months after award	11,000,000
Dept. of Labor (DOL)	Avaya	Implemented 18 months after award	11,000,000
NYS Justice Center	Cisco UCCE 9.0	EOL – Implemented by April 2018	100,000

Contact Center	Current System	Implementation Timeline	Incoming Calls (Annual)
Division of Criminal Justice Services (DCJS)	Cisco UCCE 9.0	EOL – Implemented by April 2018	200,000
NY Gaming Commission	DiRAD	Implemented 6 months after award	300,000
Dept. of Health – New Born Screening	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	20,000
Dept. of Health - CAMU	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	300,000
OTDA - SSP	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	200,000
Dept. of State	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	3,000
JCOPE	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	5,000
Homes and Community Renewal	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	5,000
Dept. of Motor Vehicles (DMV)	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	4,000,000
Office of Children and Family Services (OCFS) - SCR	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	360,000
OCFS - HSCC	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	1,000,000
Higher Ed Services Corp	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	600,000
Office of Temporary and Disability Assistance (OTDA) – Fair Hearings	Verizon VCC	N/A – already using Contractor’s VCC solution, unless additional functionality is requested	800,000

Section 4. Terms and Conditions

A. NYS CCaaS Specifications

The NYS CCaaS is a Contractor hosted solution which does not allow any onsite software separate from the solution, or Contractor provided hardware. All offerings must be from Lot 3 and/or if required Lot 4. CCaaS is hosted in CONUS, as per Section 3.5.4 of the Manufacturer Umbrella Contract. CCaaS consists of the following elements:

1. Automatic Call Distribution (“ACD”)
 - a. The hosted solution supports supervising agents who have the ability to monitor agent calls silently, coach agents and “Barge In” on calls. Supervising agents need access to the solution’s reports and have call recording capability.
 - b. The hosted solution supports a queue depth of two to unlimited.
 - c. The hosted solution provides each Authorized User with an interface to add and delete ports with minimal vendor involvement.
 - d. The hosted solution is a fully integrated solution providing for multiple communication channels including but not limited to, voice, email and chat. All incoming and outgoing communications are handled within a single agent interface.
 - e. The hosted solution includes Automatic Call Distribution (ACD).
 - i. Enables automatic routing of the calls to the appropriate agent based on agent availability and skill sets regardless of agent location.
 - ii. Provides a user interface that allows a minimum of six users, per contact center, with the ability to modify contents of the ACD.
 - iii. Provides the ability to set skill priority levels.
 - iv. Supported during contact center normal business hours.
 - f. The hosted solution includes agent skill based routing for Voice, Email and Chat including integrated agent reporting.
 - g. The hosted solution includes State system administration capabilities. Solution includes capability for:
 - i. Authorized User staff to manage the creation, modification and deletion of agents and supervisors.
 - ii. Authorized User staff to set thresholds on agents, applications and skill set levels.
 - iii. Supervisors to log agents out of the system.
 - iv. Authorized User staff to assign agents to multiple skills regardless of their location.
2. Call Recording
 - a. The hosted solution includes voice and screen recording with long-term storage solution.
 - i. Ability to flag calls (during a call or immediately after) to be saved for a period of time as determined by the Authorized User.
 - ii. Ability to search for calls on all data items collected and stored in the system. For example, agent i.d., customer number, time, date, etc. Ability to search for all calls that were saved for a specific time period.
 - iii. Ability to save off call w/screen and download to contact center’s desktop.
 - iv. Screen recording needs to include after call work.
 - v. Secure connectivity to and from call/screen storage system.
 - vi. Ability to export voice calls stored in the cloud solution to Authorized User external storage solution in a secure manner.
3. Hosted Services
 - a. The hosted solution provides one-stop service (i.e., one phone number to call, one web portal to submit a service request) for system support for all Authorized Users.
 - b. The hosted solution includes the ability to set business hours for each Authorized User and business application up to 24/7.
 - c. The hosted solution works with any dial tone platform (dial tone agnostic).
 - d. The hosted solution shares resources across an Authorized User’s multiple contact centers using the solution (e.g., ports, agents, skills etc.).
 - e. The hosted solution provides the ability to store chat transcripts, for agents/callers to print chat transcripts and to present standard chat responses.

- f. The hosted solution allows Authorized User contact centers to use current Authorized User email system and vendor provided email addresses. Email transmitted via vendor addresses is stored by hosted solution.
 - g. The hosted solution provides ability to TTY solution.
- 4. Implementation Services
 - a. The Contractor provides Training and Training Materials for Authorized User Business Staff (including agents) and ITS technical staff that addresses, at a minimum, system administration, Authorized User/supervisor user training, and system component training (i.e., programming, etc.).
- 5. Interactive Voice Response
 - a. The hosted solution includes Interactive Voice Response (IVR).
 - i. Messages and announcements.
 - ii. Self-service processing based on caller input.
 - iii. Automated Speech Recognition (ASR), including ability to utilize custom grammars and text to speech.
 - iv. Secure connectivity to databases at customer location or other cloud provider to retrieve and recite data to caller. At a minimum, the hosted solution must support web services, SQL, DB2 and Oracle product calls.
 - v. Authorized User staff must have access to the IVR and have ability to create menu driven scripts, change script language and change IVR flow routing, as well as, create and change automated self-service flows.
 - vi. Authorized User staff must be able to update recorded messages without contractor involvement
 - b. The hosted solution includes screen pop to agent with seamless integration with Oracle CRM, mainframe and web based applications containing caller provided information and/or Authorized User stored information
 - c. The hosted solution includes auto call back capabilities. The hosted solution:
 - i. Checks the estimated wait time and offer callers the option of staying on the line for an agent or receiving a call back.
 - ii. Holds the caller's place in the queue and auto generate a call back when the caller's position in queue is reached or allow caller to select a time convenient for them to receive an auto generated call back.
 - iii. Reports on metrics for all call backs.
- 6. Network & Transport
 - a. The hosted solution provides a virtual private network between the hosted cloud solution and the Authorized Users' contact centers to be used to transport voice and data traffic over the internet.
 - b. The hosted solution allows Authorized User contact centers to maintain existing toll free and local telephone numbers.
- 7. Outbound Autodialer
 - a. The hosted solution includes outbound Auto dialer campaigns.
 - i. Agentless and agent run Auto dialer campaigns.
 - ii. With text to speech.
 - iii. Right party contacts and messaging.
 - iv. Ability to rout recipient to a skilled agent.
 - v. Custom report results.
 - vi. Agent and system call flagging based on Authorized User requirements.
- 8. Quality Management
 - a. The hosted solution includes Quality Management capabilities such as customer surveys, recording evaluations and scoring for training and quality management, reporting, and ability to create evaluation forms, scorecards.
- 9. Reporting
 - a. The hosted solution includes integrated reporting capabilities.
 - i. Canned and customizable reporting using historical and real-time data.
 - ii. Query and data extract capabilities.
 - iii. Integrated query reporting for voice, email and chat calls combined.

- iv. Supplies a secure connection from a standard product (Microsoft Excel) directly to solution's data model for reporting and analytics using existing user credentials.
- v. Solution must be able to retrieve historical data for a minimum of 18 months.

10. Security

- a. The hosted solution is PCI (Payment Card Industry) compliant as agents of a sub-set of Authorized User contact centers collect credit card numbers for transaction payments.

11. Workforce Management

- a. The hosted solution includes Workforce Management capabilities such as forecasting call volume and agent requirements, generating agent schedule based on agency work rules/service levels, and ability to analyze and report data from within the solution.

B. Insurance and Data Risk

Contractor shall maintain following insurance at its sole cost and expense during the contract term in accordance with Appendix J of the Manufacturer Umbrella Contract:

- 1. \$50,000,000 Tech E&O;
- 2. \$50,000,000 Data Breach; and
- 3. \$50,000,000 Third Party Fidelity Cyber Crime (can be its own policy or reside with its own limit in another policy).

For more information on specific insurance requirements please see Appendix J of Manufacturer Umbrella Contract.

C. Individual Implementation Plan

The Contractor shall develop an Individual Implementation Plan for each contact center after they are contacted by the Authorized User. The Authorized User will then make any necessary corrections to the Individual Implementation Plan and return it to the Contractor for review and approval. At the completion of this Individual Implementation Plan the Authorized User shall issue a Purchase Order to the Contractor. Completion of this Individual Implementation Plan shall be the first Deliverable. Authorized User reserves the right to: vary Deliverables at the time of Individual Implementation Plan discussions, and reallocate funds so that the payments match the functionality of the hosted solution.

The Individual Implementation Plan may consist of, among other things, those items listed in Section 2.2.1 Individual Implementation Plan Options of Attachment 3 – How to Use. This includes the Project Plan, Project Timeline, Training Plan, and Security Plan. Data Transfer Plan may also be required.

D. Individual Implementation Plan Oversight

Each Authorized User that uses this Agreement shall appoint a Project Manager ("State Project Manager") to provide the overall governance of the hosted solution.

The following information for all proposed Contractor team members (including but not limited to the Project Manager and Contractor Engagement Manager) shall be provided to the Authorized User: full resume, job responsibilities, certifications, and a designation of whether the employee is full-time or part-time for each position type.

Pursuant to Manufacturer Umbrella Contract PM67317, Section 3.16.1, all Contractor's officers and employees, subcontractors, or Agents performing work shall comply with all security and administrative requirements of the Authorized User which may include fingerprinting and background checks. Any costs associated with these shall be borne by the Contractor without compensation. The Authorized User may refuse access to or require replacement of any Contractor employee that the Authorized User determines poses a security risk, has a work performance that the Authorized User finds inadequate or unacceptable, or otherwise fails to meet the Authorized User's business requirements or expectations.

Manufacturer Umbrella Contract PM67317, Section 2.59.1, shall govern the staffing duration and replacement of this Agreement.

E. Contractor Project Manager

Unless otherwise directed by the Authorized User, Contractor shall provide a single Project Manager for each Authorized User who shall be the single point of contact throughout Implementation. Any changes to the position of Project Manager shall be approved by the Authorized User. Unless otherwise directed by the Authorized User, the Contractor Project Manager shall:

1. Serve as a liaison between the Authorized User Project Manager and Contractor personnel (including any subcontractors) participating in this project;
2. Develop and maintain the Individual Implementation Plan, in consultation with the Authorized User Project Manager;
3. Facilitate regular communication with the Authorized User Project Manager, including weekly status reports/updates, and review the project performance against the Individual Implementation Plan;
4. Facilitate weekly project status meetings for the duration of the project;
5. Update the Project Plan, if one is being utilized by the Authorized Users, on a weekly basis and distribute it at weekly meetings for the duration of the project;
6. Be responsible for the management and deployment of Contractor personnel, including any subcontractors;
7. Serve as the single-point of responsibility for Contractor activities, the activities of its staff, and the activities of its subcontractors;
8. Assure the quality of all Contractor Deliverables;
9. Manage risk, issues, change, and acceptance;
10. Assist the Authorized User in maximizing return on investment in this solution; and
11. Manage the change requests. Any change request outside the scope of the requirements of this Agreement shall require preapproval of the Authorized User. Any change request shall include a fixed price, a detailed breakout of price, analysis of work to be performed, and impact to overall project and must be approved in advance of the related work.

Contractor's Project Manager shall be PMP certified and have two years' experience in the project management role overseeing deployment of contact center solutions. Contractor shall make every effort to provide Authorized User with a Project Manager who is certified in Lean or Six Sigma at a black belt level or higher, has five or more years' experience in the project management role overseeing deployment of contact center solutions, and has two or more years' experience in the project management role overseeing deployment of contact center solutions to Governmental Entities

F. Contractor Engagement Manager

The Contractor shall appoint an Engagement Manager, who is the sole point of contact for the Authorized User for contract matters and other large issues. The Contractor shall appoint only one Contractor Engagement Manager who oversees each Authorized User's deployment. This individual shall have sufficient authority to resolve contract issues on behalf of the Contractor's organization and becomes the next step in the escalation process. Unless otherwise directed by the Authorized User, the Contractor Engagement Manager shall:

1. Provide general oversight of the entire process;
2. Expedite problem resolution on performance issues;
3. Brief executive staff on project status on a quarterly basis if requested by the Authorized User;
4. Brief executive staff on solution performance on a quarterly basis if requested by the Authorized User; and
5. Attend biannual meetings in person with executive staff if requested.

Contractor shall make every effort to provide Authorized User with a Contractor Engagement Manager who is certified in Lean or Six Sigma at a yellow belt or higher, and has two or more years' experience in the Contractor engagement role overseeing deployment of contact center solutions to Governmental Entities.

G. Risk Management Plan

The Contractor shall be responsible for managing risks. Risks shall be identified, assessed, mitigated and tracked throughout the Agreement. The Contractor's Project Manager shall review risks with the State Project Manager.

Contractor shall maintain a Risk Management Plan, but not be limited to the following:

1. Identify, document and report potential project risks;
2. Prioritize, both in terms of probability and potential impact to the project timeline, costs, quality and/or scope; and
3. Coordinate actions to be taken to mitigate the negative consequences or maximize positive benefits.

H. Payments

Payments to Contractor for completing the Individual Implementation Plan are based on the Deliverables as described in the Individual Implementation Plan. These Deliverables are not based on the Contractor's effort, but rather are based on the percent the Authorized User is willing to pay per Deliverable of the Contractor's total anticipated price of the Individual Implementation Plan for the Authorized User. The percentages paid are based on actual costs at a time as agreed upon in the Individual Implementation Plan. Deliverables can be modified slightly when the Individual Implementation Plans are developed for each Authorized User. The Authorized User reserves the right to reallocate funds so that the payments match the functionality of the hosted solution.

Deliverable 1: Agreed upon Individual Implementation Plan (10%).

Deliverable 2: Configured, tested and acceptance of 50% of Authorized User scripts as described in Implementation Plan (30%).

Deliverable 3: Security plan that encompasses all the details outlined in the NYS Secure Systems Development Life Cycle Standard (NYS-S13-001) (10%)

Deliverable 4: Go Live Production Environment (30%).

Deliverable 5: All System deficits repaired, payable no earlier than 90 days after Go Live (20%).

Payments to Contractor for Monthly Recurring Charges will be paid by the Authorized User in arrears. The payments for the monthly recurring charges will be based on the functionality of the solution at that time.

I. Sales Reports

The Contractor shall provide to OGS verifiable sales reports containing detailed information of all purchases made pursuant to this Agreement in accordance with Manufacturer Umbrella Contract Section 2.23 Sales Reporting Requirements.

J. Reserved Rights

Authorized Users reserve the right to vary any of the requirements and/or specifications contained within this agreement at the time of creation of the Individual Implementation Plan,

K. Additional Terms and Conditions

In accordance with Manufacturer Umbrella Contract Section 2.15.2, Authorized User Reserved Rights, the following additional terms and conditions apply:

1. Force Majeure. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the actions, negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, general and violent labor unrest, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or OGS in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented. The parties agree that strikes affecting a particular contractor or labor union shall not constitute a force majeure event. The word "strike" should be understood as having the common law meaning generally applied to such word. A strike, is not considered a force majeure event, and therefore the Contractor shall remain contractually obligated to perform its obligations as prescribed in this Agreement.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

2. Transition. Contractor shall, within 30 business days of a request by an Authorized User receiving services from Contractor through any other OGS contract (e.g., Comprehensive Telecommunications Services Contract) or other agreement, transition those services to this Authorized User Agreement. Contractor shall charge the rates set forth in Attachment 1 – Pricing Pages, upon completion of the transition.

3. Credit Monitoring. In the event that a Data breach occurs within the meaning of Manufacturer Umbrella Section 3.4, or the Information Security Breach Notification Act (ISBNA), OGS reserves the right to require commercially standard credit monitoring for any and all individuals affected by the Data breach at the sole expense of the Contractor for a period not to exceed 12 months, which shall begin 30 days following the notice of offer from the Contractor of such credit monitoring to those affected individuals, which shall be within a reasonable time following the identification of such affected individuals. OGS reserves the right to require notice by regular or electronic mail.

4. ADA, Rehabilitation Act, and Communication Act Compliance. Contractor shall be responsible for compliance with the Rehabilitation Act of 1973 (FRA), the Americans with Disabilities Act (ADA), and Section 255 of the Communication Act (FCA). Contractor shall defend, indemnify and hold harmless the State and Authorized Users, without limitation, for any and all suits, actions, proceedings, claims, losses, damages and costs, including attorney fees, relating to a claim arising from Contractor violation of the FRA, ADA, or FCA, provided, however, that the Contractor shall not be obligated to indemnify the State or Authorized User for any claim, loss or damage arising hereunder to the extent such claim, loss or damage is the result of gross negligence or willful misconduct by the State or Authorized User.

The Contractor and OGS shall give each other prompt written notice of any claim, action, or threat of such which alleges violation of the FRA, ADA, or FCA. The State shall have the opportunity to join any action, at its sole expense, if the State determines that such action involves an issue of significant public interest.

Nothing in this section shall impair the rights of either party as they relate to any other provision of the contract relating to indemnity or limitation of liability.

5. Federal Compliance. In accordance with Manufacturer Umbrella Contract Section 2.63 Federal Funding, the following apply:

- a. Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60, and the nondiscrimination requirements of 45 CFR Parts 80, 84 and 90, and 7 CFR Parts 15, 15b and 15d.
- b. Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/subcontracts greater than \$2,000 for construction or repair must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit Contractors or subcontractors from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.
- c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- e. Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- f. Ownership Rights in Software or Modifications Thereof – The State shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, and the federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation, provided, however, that this sentence shall not apply to 'proprietary operating/Contractor software packages' within the meaning of 45 CFR 95.617(c) and 7 CFR 277.18(l)(1)(iii).
- g. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), which require Contracts and subcontracts in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.
- h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every Contractor under a contract for more than \$100,000 and every tier of Contractors or subcontractors thereunder shall file certification, as required, that said Contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A Contractor or subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient.(See also 45 CFR 93).
- i. Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and

12689.(See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

j. Contractor shall make positive efforts to assure that small businesses and minority and women owned business enterprises (M/WBEs) are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor shall (1) include qualified small businesses and M/WBEs on solicitation lists; (2) assure that they are solicited whenever they are potential sources; (3) when economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small business and M/WBE participation; (4) where the requirement permits, establish delivery schedules which will encourage participation by small businesses and M/WBEs, and; (5) use the services and assistance of the New York State Department of Economic Development [(518) 292-5100 or Web Site www.empire.state.ny.us], the US Small Business Administration, the Office of Minority Business Enterprise of the US Department of Commerce and the US Community Services Administration, as appropriate.

k. Contractor shall ensure that the contract provisions specified in 45 CFR 74.48 are included in all subcontracts.

6. Background Checks. Pursuant to Manufacturer Umbrella Contract Sections 3.16 and 4.2, the right is reserved OGS and Authorized Users to require Contractor to perform a background check on any or all staff or subcontractors of Contractor at the Contractor's sole expense.

7. Authorized User Data Retention. The Contractor shall retain all Authorized User Data for six months following termination of service, unless otherwise directed by the Authorized User in accordance with Section 2.6 in Attachment 3 – How to Use.

8. Federal Data Requirements. At a minimum the following federal data compliance obligations are identified for this RFQ pursuant to Manufacturer Umbrella Contract Section 3.18, and Contractor is obligated to comply:

- a. HIPPA, including the HITECH ACT
- b. IRS Publication 1075.

Upon request by an Authorized User, Contractor shall, in writing, verify compliance with the foregoing obligations, and any other obligations identified by an Authorized User pursuant to Manufacturer Umbrella Contract Section 3.18.

L. Data Breach – Additional Required Contractor Notification Actions

In addition to the parties notified under Manufacturer Umbrella Contract Section 3.4 in the event of a Data breach the Contractor shall also notify the OGS Contract Manager in the same manner and time as provided in Manufacturer Umbrella Contract Section 3.4.

M. Service Level

The Contractor shall provide a guaranteed 99.9% uptime for the hosted solution for each calendar month. The Contractor shall submit a monthly report to the Authorized User substantiating the hosted solution's uptime for the previous month. For each month during which the availability of the hosted solution does not achieve 99.9% uptime, the Contractor shall provide a credit to the Authorized User calculated according to the table below.

Uptime shall be calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of minutes that the hosted solution is operational during the month, M is the number of minutes in the month, and P is the number of minutes of actual planned downtime during the month. Planned downtime means downtime scheduled in advance, during non-peak hours for the contact center as determined by the Authorized User, for reasons including scheduled Maintenance and Preventative Maintenance as defined in Base Contract Section 2.5, Definitions, system updates and patches, and system upgrades. At least 72 hours' notice must be given to the Office of Information Technology Services, or the non-State Agency Authorized User as the case may be, before any planned downtime commences in order to be documented as such. If less than 72 hours' notice is given, or if the downtime occurs during peak hours for the contact center as determined by the Authorized User, and such peak hour downtime is not pre-approved by the Authorized User, the downtime shall be considered unplanned downtime and shall count against the 99.9% uptime requirement. Credits shall be calculated monthly for each contact center and shall be used to offset the monthly recurring costs billed for the next month. The credit shall be calculated against all monthly recurring charges for the affected contact center(s).

Uptime	Credit
≥99.9%	None
<99.9% but ≥99%	15%
<99% but ≥95%	35%
<95%	100%

Planned downtime is typically on a Thursday at 11PM EST. The Individual Implementation Plan shall specify a day and time for planned downtime. Contractor shall provide 30 calendar day notice to Authorized Users of any change in planned downtime.

N. Downstream Prohibition

See Section 2.8 of the Manufacturer Umbrella Contract.

O. Authorized User Dispute Resolution Process

In the event of a dispute relating to a transaction under the Authorized User Agreement, the Authorized User's dispute resolution process shall apply.

P. Employee Information Required To Be Reported For Certain Consultant Contractors And Service Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, Data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and OGS. The effective date of these amendments is June 19, 2006. The requirements will apply to covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information as part of its response.

Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category;
2. Total number of hours worked by such Employees; and
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

*NOTE: The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to OGS and OSC as designated below:

State of New York Executive Department
Office of General Services (OGS)
Procurement Services
ESP Corning Tower Building, 38th Floor
Albany, NY 12242

Office of the State Comptroller - Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Bulletin G-226 regarding the Contractor Consultant Law requirements and report Forms A and B at <http://osc.state.ny.us/agencies/guide/MyWebHelp/>

INSTRUCTIONS FOR COMPLETING FORM A AND B:

Form A and Form B should be completed for Contracts for consulting services in accordance with OSC's policy and the following:

Form A: Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.)

Form B: Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

(Note: Access the O*NET Database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.

Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

Q. MWBE Goals And Reporting

Contractor shall comply with its responsibility under Manufacturer Umbrella Contract Section 2.67 Contractor Requirements And Procedures For Equal Employment And Business Participation Opportunities For Minority Group Members And New York State Certified Minority- And Women-Owned Business Enterprises.

Signature Page

**This Page is to be Completed by the Manufacturer acknowledging award of
Request for Quote 16-2, Contact Center as a Service**

This Award Acknowledgement must be fully and properly executed by a person authorized to legally bind the Manufacturer. The undersigned certifies that s/he is authorized to bind the Manufacturer, that the Manufacturer accepts and acknowledges this Award, agrees to the terms and conditions of this Contact Center as a Service Agreement, and that all information provided herein is complete, true and accurate.

Contract #	Manufacturer Name	
Manufacturer Signature: Date:		Phone Number: E-Mail:
Printed or Typed Name:		Title: