



CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **071B1300069**

CONTRACTOR	Dynatrace LLC
	404 Wyman St. #500
	Waltham, MA 02451
	Rich Royer
	313-227-8877
	rich.royer@dynatrace.com
	*****2151

STATE	Program Manager	Dick Novello	DTMB - IT
		517-241-2921	
		NovelloD@michigan.gov	
	Contract Administrator	Malathi Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Dynatrace Vantage Product and Service				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2014	2 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		September 30, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$9,411,000.00		\$ 4,505,093.37	\$13,916,093.37	

DESCRIPTION: Effective September 30, 2016, this contract is extended 3 years; there will be two option years, one year period available to be exercised at the discretion of the State; The revised contract expiration date is September 30, 2019. This contract is increased by \$4,505,093.37 per the attached State Cost Breakdown Table for estimated expenditures for services, products, maintenance, support, licenses and training to maintain and enhance the monitoring and troubleshooting of the State's critical applications and infrastructure. Software cost is revised per the attached "Attachment 1 – Pricing". Contractor understands and agrees that this is a firm fixed price contract. Maintenance for new purchases will be free for the first year and will be fixed at 18% of the net price per year, for rest of the contract period. The Contractor will provide quarterly volume report and sales report to the Contract Administrator. Please note that Contract Administrator is changes to Malathi Natarajan. All other terms, conditions and specifications remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on August 30, 2016.

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

CHANGE NOTICE NO. 7
CHANGE OF CONTRACTOR NAME AND/OR TAX ID NO.
 to
CONTRACT NO. 071B1300069
 between
THE STATE OF MICHIGAN
 and

PREVIOUS NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Rich Royer	Rich.royer@compuware.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(313) 227-8877	7430

NEW NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Dynatrace LLC 404 Wyman St. #500 Waltham, MA 02451	Rich Royer	Rich.royer@dynatrace.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(313) 227-8877	2151

CONTRACT SUMMARY				
DESCRIPTION: Dynatrace Vantage Products and Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	CURRENT EXPIRATION DATE	
October 1, 2010	September 30, 2014	1, 1 year remaining	September 30, 2015	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	September 30, 2016
VALUE/COST OF CHANGE NOTICE:		NEW ESTIMATED AGGREGATE CONTRACT VALUE:		
\$1,526,000.00		\$9,411,000.00		

Description:

COMPUWARE CORPORATION HAS NOTIFIED THE STATE OF MICHIGAN OF A SALE OF BUSINESS ASSETS RESULTING IN THE ASSIGNMENT OF THIS CONTRACT TO DYNATRACE, LLC.

Effective 9/1/2015:

1. This contract is assigned to Dynatrace, LLC.
2. The State exercises the final 1-year option and adds \$1,526,000.00 per attached State Cost Breakdown Table for estimated expenditures for services, products, maintenance, support, licenses, and training to maintain and enhance the monitoring and troubleshooting of the State's critical applications and infrastructure. Current pricing and licenses remain unchanged per attached Dynatrace Quote Number 4938-2.
3. The parties add the services for the Department of Treasury shown in the attached Statement of Work and Dynatrace Quote Number 151599R-68 dated 8/28/2015.

The parties agree that while the State Administrative Board has authorized adding an aggregate amount of up to \$9,635,000.00 to the contract, funding will be added to the contract only via future Contract Change Notice(s) on an as-needed basis. Each such Contract Change Notice will require a Statement of Work (SOW) for the additional goods/services and written approval by both the DTMB Project Manager and DTMB-Procurement. State Administrative Board approval may also be required in certain circumstances. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order (PO) release. A PO is required prior to Contractor providing any services.

All other terms conditions specifications, and pricing remain the same, per Contractor and Agency agreement, DTMB Procurement approval and State Administrative Board approval on September 1, 2015.

Ad Board Approved Amount \$9,635,000.00

Compuware - 071B1300069

Compuware - 071B1300069	Current Balance 7/28/15	\$ 220,554.65
FY16 Guardians		\$ 450,000.00
FY16 Vantage Renewal		\$ 701,711.00
FY16 DHS Renewal		\$ 15,565.00
FY16 DCH Renewal		\$ 13,004.00
FY16 MDOS Renewal		\$ 9,459.00
Dynatrace Expansion Licenses (estimate)		\$ 280,000.00
Treasury SUW Load Testing (SOW)		\$ 276,000.00
Balance after FY16 Renewals		\$ (1,525,184.35)
To Add to Contract 071B1300069		\$ 1,526,000.00

*FY 2016 Guardians – consists of 2 resources for 235 working days, 1,880 hours each (total hours 3,760 @ \$119.69 per hour) Fixed Cost \$450,000.00

**Dynatrace Expansion – estimate needing an additional 65 to 70 licenses @ \$ 4,087 each = \$280,000.00 estimate

QUOTE # 4938-2

State Agency	Licensed Offerings	Start Renewal Date	End Renewal Date	Licensed Quantity	Amount to be invoiced
DTMB-DCO	Application Vantage	October 1, 2015	September 30, 2016	1 Concurrent User	4,087.00
DTMB-DCO	Application Vantage - Decode Oracle	October 1, 2015	September 30, 2016	1 Concurrent User	816.00
DTMB-DCO	Application Vantage - Expert Analysis Module	October 1, 2015	September 30, 2016	1 Concurrent User	2,045.00
DTMB-DCO	Application Vantage - Extended Merge Module	October 1, 2015	September 30, 2016	1 Concurrent User	2,045.00
DTMB-DCO	Application Vantage Unattended Capture Manager	October 1, 2015	September 30, 2016	1 Concurrent User	2,726.00
DTMB-DCO	Application Vantage WAN Deployment Expert	October 1, 2015	September 30, 2016	1 Concurrent User	2,045.00
DTMB-DCO	ClientVantage	October 1, 2015	September 30, 2016	1 Server	4,087.00
DTMB-DCO	ClientVantage Active Transaction Monitoring - Script Developer GUI	October 1, 2015	September 30, 2016	1 Server	790.00
DTMB-DCO	ClientVantage Active Transactions (GUI)	October 1, 2015	September 30, 2016	15 Server	6,132.00
DTMB-DCO	Server Monitoring Agentless Monitor	October 1, 2015	September 30, 2016	2 Server	164.00
DTMB-DCO	Server Monitoring Base	October 1, 2015	September 30, 2016	1 Server	4,087.00
DTMB-DCO	Server Monitoring System Agent - UNIX	October 1, 2015	September 30, 2016	7 Server	3,052.00
DTMB-DCO	Server Monitoring System, Database and Application Agent - UNIX	October 1, 2015	September 30, 2016	1 Server	1,094.00

QUOTE # 4938-2 (Continued)

State Agency	Licensed Offerings	Start Renewal Date	End Renewal Date	Licensed Quantity	Amount to be invoiced
DTMB- DCO	APMaaS Backbone or Last Mile Homepage Benchmarks	October 1, 2015	September 30, 2016	2 Unit	6,000.00
DTMB- DCO	APMaaS Synthetic Monitoring Suite	October 1, 2015	September 30, 2016	2,000,000 XF Measurements	144,000.00
Department of State	Dynatrace Pre-Production .NET Windows OS Instance (WOSI)	December 1, 2015	September 30, 2016	14 WOSI	9,459.00
DTMB- DCO	Dynatrace Pre-Production .NET Windows OS Instance (WOSI)	October 1, 2015	September 30, 2016	16 WOSI	13,464.00
DTMB - Medicaid Compliance	Dynatrace Pre-Production IBM Websphere Message Broker Agent	March 14, 2016	September 30, 2016	18 Process	7,804.00
DTMB- DCO	Dynatrace Pre-Production Java Agent (JVM) - Windows/Unix/Linux	October 1, 2015	September 30, 2016	40 Server	32,795.00
Human Services	Dynatrace Pre-Production Java Agent (JVM) - Windows/Unix/Linux	November 1, 2015	September 30, 2016	3 Agent	2,141.00
DTMB - Medicaid Compliance	Dynatrace Production Edition IBM Websphere Message Broker Agent	March 14, 2016	September 30, 2016	12 Process	5,200.00
Human Services	Dynatrace Production Edition Java Agent (JVM) - Windows/Unix	April 12, 2016	September 30, 2016	14 Agent	6,602.00
DTMB- DCO	Real User for Mobile and Web, dynaTraceTest Center Edition	October 1, 2015	September 30, 2016	1 Visits	27,000.00
Human Services	Real User Mobile and Web, Dynatrace includes (Real User for Mobile and Web, Production Edition, Dynatrace Browser Agent for IE and Firefox for Production (per Agent)(10), Dynatrace Production Edition - Web Server Agent(15))	April 12, 2016	September 30, 2016	12,500,000 Flex Visits	6,822.00
DTMB- DCO	Agentless Transaction Monitoring - Analysis Server - MS SQL Server Analysis Module	October 1, 2015	September 30, 2016	1 Server	3,507.00
-	-	-	-	-	-

QUOTE # 4938-2 (Continued)

State Agency	Licensed Offerings	Start Renewal Date	End Renewal Date	Licensed Quantity	Amount to be invoiced
DTMB- DCO	Agentless Transaction Monitoring - Analysis Server - Oracle Analysis Module	October 1, 2015	September 30, 2016	1 Server	3,626.00
DTMB- DCO	Agentless Transaction Monitoring - Analysis Server - Thin Client (Citrix and Windows Terminal Server)	October 1, 2015	September 30, 2016	1 Server	3,507.00
DTMB- DCO	Agentless Transaction Monitoring - Analysis Server - Web Analysis	October 1, 2015	September 30, 2016	1 Server	5,084.00
DTMB- DCO	Agentless Transaction Monitoring - Analysis Server - XML Transaction Analysis	October 1, 2015	September 30, 2016	1 Server	3,511.00
DTMB- DCO FY12 License Renewal	Application Vantage - Decode HTTPS	October 1, 2015	September 30, 2016	3 Concurrent User	3,178.00
DTMB- DCO	Application Vantage - Decode MS SQL Server	October 1, 2015	September 30, 2016	3 Concurrent User	3,316.00
DTMB- DCO	Application Vantage - Decode Oracle	October 1, 2015	September 30, 2016	3 Concurrent User	3,562.00
DTMB- DCO	ClientVantage Active - AutoChecks	October 1, 2015	September 30, 2016	100 Concurrent User	2,647.00
DTMB- DCO	ClientVantage Active Transaction Monitoring - Script Developer GUI	October 1, 2015	September 30, 2016	2 Server	1,611.00
DTMB- DCO & DTMB- DCO FY12 License Renewal	ClientVantage Active Transactions (GUI)	October 1, 2015	September 30, 2016	462 Server	140,575.00
DTMB- DCO	Data Center Real User Monitoring - SAP Analysis (GUI or HTTP/S)	October 1, 2015	September 30, 2016	1 Named User Site	6,801.00
DTMB- DCO	Dynatrace Enterprise Base with Enterprise Analysis	October 1, 2015	September 30, 2016	1 Server	6,895.00
DTMB- DCO	Network Analyzer	October 1, 2015	September 30, 2016	3 Concurrent User	34,350.00
DTMB- DCO	Real User Monitoring - SSL Support (Software Only)	October 1, 2015	September 30, 2016	10 Server	31,429.00
DTMB- DCO	Synthetic Monitoring - AutoChecks	October 1, 2015	September 30, 2016	1 AutoCheck Pack	2,829.00
DTMB- DCO	Vantage Agentless Monitoring - AMD - Tier 2 (no hrdwr support)	October 1, 2015	September 30, 2016	10 Server	69,061.00
DTMB- DCO	Vantage Agentless Monitoring - Analysis Server - Tier 2 (no hrdwr support)	October 1, 2015	September 30, 2016	1 Server	5,714.00

QUOTE # 4938-2 (Continued)

State Agency	Licensed Offerings	Start Renewal Date	End Renewal Date	Licensed Quantity	Amount to be invoiced
DTMB- DCO	Business Service Manager Base	October 1, 2015	September 30, 2016	1 Concurrent User	30,582.00
DTMB- DCO	Server Monitoring System Agent - UNIX	October 1, 2015	September 30, 2016	1 Server	364.00
DTMB- DCO	Server Monitoring System, Database and Application Agent - Linux	October 1, 2015	September 30, 2016	2 Server	396.00
DTMB- DCO	Server Monitoring System, Database and Application Agent - UNIX	October 1, 2015	September 30, 2016	13 Server	15,444.00
DTMB- DCO FY12 License Renewal & DTMB- DCO	Server Monitoring System, Database and Application Agent - Windows	October 1, 2015	September 30, 2016	626 Server	67,293.00

Quote Total

739,739.00

CLIENT NO. 151599

PRICE QUOTE NO. 151599R-68

DATE: August 28, 2015

This Price Quote and related Statement of Work will be affixed to and become a part of Agreement No. 151599R (Contract No. 071B1300069) (the "Agreement"). The State shall be licensed to use the Software specified below under the terms and conditions of the Agreement and in accordance with the applicable User Documentation.

The State: **State of Michigan**
Department of Technology, Management and Budget (DTMB)
Licensed Location No. 7: 515 WestShire Drive
City, State, Zip: Lansing, MI 48917-7764

1. ITEM DESCRIPTION – Delivery September 1, 2015	COST	MAXIMUM CONCURRENT USERS / LICENSE TYPE
Dynatrace Load Insights – Managed Load Testing Subscription Service		
- Gold Package - One (1) Additional Managed Testing Session: 10-hour testing session includes Advanced Insight Report	\$110,000.00 one-time charge	50,000 concurrent users
Dynatrace Production Edition – Distributed Software License		
- Java Agent (JVM) – Windows/Unix Linux	12 licenses @ \$4,083.33 each = \$49,000.00 total	Perpetual license type
Dynatrace Pre-Production Edition – Distributed Software License		
- Java Agent (JVM) – Windows/Unix Linux	12 licenses @ \$4,083.33 each = \$49,000.00 total	Perpetual license type
Distributed Software Related Services		
Implementation and application testing services for the Dynatrace Application Monitoring solution for load testing as described in Exhibit A	24 points @ \$500 each = \$12,000.00 one-time charge	N/A
Total One Time In September 2015	\$220,000.00	

2. ITEM DESCRIPTION – Delivery October 1, 2015	COST	MAXIMUM CONCURRENT USERS / LICENSE TYPE
User Experience Management – Distributed Software License		
Real User for Mobile and Web, Production – Includes - 2 Million Annual Visits - 10 Web Server Agents	\$35,000 one-time charge	Perpetual license type
Total One Time In October 2015	\$35,000	

3. ITEM DESCRIPTION – Delivery Date September 1, 2015 through December 15, 2015	COST	MAXIMUM CONCURRENT USERS / LICENSE TYPE
Project Manager – Subcontracted to Lochbridge		
Charlie Heminger PM Hourly Rate of \$105.00 for 175 - 200 Hours: September estimated hours amount \$11,000, October - November estimated hours amount \$10,000	\$105.00 per hour	N/A

DYNATRACE LOAD INSIGHTS

Dynatrace Load Insights shall commence on September 1, 2015 and shall continue until December 15, 2015. Dynatrace will provide the Gold Package and one (1) managed testing session of up to ten (10) hours for up to the maximum licensed concurrent

users, and one (1) Advanced Insight Report for such test. The Gold Package includes up to five (5) managed testing sessions of up to two (2) hours each for up to the maximum licensed concurrent users, up to eight (8) scripted scenarios (not to exceed forty (40) total scripted pages), up to twenty (20) script maintenance pages, and one (1) Advanced Insight Report for each managed test.

- **Managed Testing Session:** Each managed testing session will be lead and coordinated by Dynatrace and includes creation of a test plan, coordination of test execution with the State, and execution of the test by Dynatrace for the ordered duration.
- **Scripted Scenario:** A scripted scenario is a typical path that an end user might take through the site to be tested. Dynatrace will provide scripting for the ordered number of script scenarios which includes working with the State to understand testing requirements, creating the script based on the State's requirements, and testing the script to validate it will function correctly during the test.
- **Script Maintenance Pages:** As a result of site changes, such as feature changes or new UI/design, existing script scenarios may need to be updated. Dynatrace will provide re-scripting for the ordered number of script maintenance pages which includes working with the State to understand site changes, updating necessary page(s) of the existing scripted scenario, and testing the revised script to validate it will function correctly during the test.
- **Advanced Insight Report:** Each Advanced Insight Report includes a summarization of the test results and will identify "hot spots" for the State.

Within three (3) business days of the delivery notice for each Advanced Insight Report, the State shall either (i) notify Dynatrace that the State accepts the report or (ii) advise Dynatrace of any deficiencies. Dynatrace shall correct any deficiencies that do not conform to the requirements set forth in this Price Quot. If the State fails to give notice within the time period specified herein then the State shall be deemed to have accepted the report. The acceptance or rejection on an individual report does not change or affect any other report previously or concurrently accepted or rejected.

In the event the State has not exhausted the Dynatrace Load Insights subscription and services set forth herein prior to December 15, 2015, any unused subscription and services shall expire and the applicable fees shall become fully earned by Dynatrace and are not refundable and may not be used by the State to purchase any Dynatrace products and services from and after December 15, 2015.

DISTRIBUTED SOFTWARE

MAINTENANCE

Software Maintenance for the (i) Dynatrace Production Edition and Dynatrace Pre-Production Edition Distributed Software shall commence on September 1, 2015 and is included through August 31, 2016, and for the User Experience Management Distributed Software shall commence on October 1, 2015 and is included through September 30, 2016 (collectively the "Maintenance Term") for the Distributed Software licensed herein, at the configurations licensed herein. Thereafter, Software Maintenance shall be automatically renewed on an annual basis and the State shall be invoiced for the applicable total cost per year plus applicable taxes unless the State provides Dynatrace with written notice of its intention to not renew at least thirty (30) calendar days prior to the anniversary date.

PRODUCTION EDITION

The Production Edition is licensed for use per the applicable "License Type/Unit" specified herein. Excluding Client Agents, Production Edition Software may not be moved, installed or utilized on another JVM, WOSI, or native process, as applicable, unless the JVM or server it is installed or utilized on is decommissioned or otherwise replaced. The State may use the Production Edition in a production environment only, for the continuous 24x7 performance management of software applications. The State may not use the Production Editions in any development or test environment, or for any test or development purposes.

PRE-PRODUCTION EDITION

The Pre-Production Edition is licensed per the applicable "License Type/Unit" specified herein. It may be used for the testing or development of software applications (such as load testing) in test and staging environments and not in any production environment.

REAL USER FOR WEB AND MOBILE

Real User for Mobile and Web, Production, is used per the number of Annual Visits purchased. Visits may be directed at and across any client application. The State may use the Real User for Mobile and Web for the continuous 24x7 performance management of software applications. The State may also use the Real User for Mobile and Web for the testing of software applications in test and staging environments. Use and installation of Real User for Web and Mobile's WebServer Agents are limited to instrumentation of Real User Visits and automated JavaScript injection.

One (1) Visit is defined and calculated as follows:

- each period of interaction between a visitor's browser or mobile application and a particular website, or enterprise application hosted on a server or which has at least two (2) user actions (see *a below), ending when the browser or mobile application is either: a) closed; or b) inactive for 30 minutes; and
- each sixty (60) minute continuous period that a visitor's browser or mobile application is interacting with an enterprise application hosted on servers.

*a Interactions with only one page action are considered "bouncing visits" and shall not be counted as a licensed Visit.

Perpetual Annual Visits have an annual consumption start date. At the beginning of each new consumption year, the annual consumption start date will automatically reset to the full available amount of Visits. In the event that more than 100% of the Annual Visits are consumed before the next consumption start date, additional blocks can be purchased. The annual consumption start date for all licensed blocks would be the same as the first block purchased and would automatically reset to the full available amount of Visits at the beginning of each consumption year.

DISTRIBUTED SOFTWARE RELATED SERVICES

Services for the Distributed Software shall be performed subject to the terms specified in the Statement of Work which is hereto attached as Exhibit A.

Services shall commence on September 1, 2015 and shall continue until December 15, 2015. In the event the State has not exhausted the points and Services set forth in the Statement of Work, any unused points and Services shall expire and the total fixed fee shall become fully earned by Dynatrace and is not refundable and may not be used by the State to purchase any Dynatrace products and services from and after December 15, 2015.

PROJECT MANAGER SERVICES

The Lochbridge Project Manager shall interact with designated personnel from the State and Dynatrace to provide the following:

- Manage all defined/agreed to contractor responsibilities
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials

PAYMENT

The State hereby accepts this Price Quote and the Subscription Service and Distributed Software upon execution below and agrees to pay Dynatrace the Total Amount of **\$255,000 U.S. Dollars** plus any applicable taxes (for the Item Descriptions #1 and #2). Project Manager hours will be provided at the time and material hourly rate set forth in Item Description #3.

Please ensure that your Purchase Order references

“Price Quote No. 15159R-68 dated August 28, 2015”

The purchase order must include (1) your company's letterhead or logo, signature and name of the buyer, and clear ship to and bill to addresses.

Dynatrace will invoice the State for the first payment of **\$220,000 U.S. Dollars** upon receipt of the State's Purchase Order referencing this Price Quote; and the second and final payment of **\$35,000 U.S. Dollars** shall be invoiced on October 1, 2015. Dynatrace will invoice the State at the end of each month for actual Project Manager hours used and approved by the State.

Invoices are due upon receipt and Dynatrace shall receive payment within forty five (45) days of the invoice date. If payment is not received within forty five (45) days of the invoice date, Dynatrace may impose a late payment charge equal to the lesser of .75% per month of the unpaid balance or the maximum rate allowed by law.

Accepted by State of Michigan
Department of Technology, Management and Budget

Agreed By Dynatrace LLC:

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

E-Mail: _____

Phone: _____

Fax: _____

Please fax copies of signed Price Quote and PO to (800) 856-5297
or provide a signed PDF copy to your Dynatrace Sales Representative, Rich Royer at (313) 227-8777 or rich.royer@dynatrace.com

Exhibit A
Statement of Work

This Statement of Work is made and entered into by the State of Michigan Department of Technology, Management and Budget (DTMB) supporting the State of Michigan Department of Treasury and Dynatrace and will be affixed to and become a part of Agreement No. 151599R (Contract No. 071B1300069).

1. **Costs.** The total fixed cost of the Services defined in this Statement of Work is included in the Total Amount specified in Price Quote No. 151599R-68. The parties acknowledge and agree that this Statement of Work is a fixed fee arrangement for the Services specified in this Statement of Work. All Dynatrace services will be performed remotely, no travel is required.
2. **Services.** The State is provided a total of twenty four (24) points as follows:

Resource Level	Details	Points Usage
APM Delivery Consultant	More senior consultant with experience implementing Dynatrace APM solution across multiple customer environments. Typically possesses specialized knowledge on specific components of Dynatrace APM product suite. Resource level also encompasses APM Project Management resources.	24 Points (4 points per day)

2.1 Implementation and Application Testing Deliverables. A Dynatrace consultant will work closely, with the appropriate dedicated State employee(s) and the Dynatrace load testing team to assist in the deployment of an Application Monitoring solution for load testing around the State's Treasury Application, as follows:

- Assist with the installation and configuration of a single Dynatrace Application Monitoring software environment, as licensed, on State-provided hardware for a single non-production application. The State is responsible for ensuring proper supporting hardware and system software (e.g., operating system) components are available for this task.
- Provide Application Monitoring analysis support for up to six (6) load tests (5 – 2 hour tests and 1 – 10 hour test)
 - Pre load test setup and validation that environment is ready to be monitored
 - Monitor the Application Monitoring tools during load testing for performance errors and issues
 - Analyze Application Monitoring data
 - Review collected Application Monitoring data with the State and the Dynatrace load testing team and assist with recommendations
 - Work with the State and the Dynatrace load testing team to create a performance report at the end of each test
 - Attend load testing meeting
- Remote tasks will be confirmed with the State at the onset of the implementation.

2.2 The State Responsibilities. The State will provide:

- Appropriate access to building, environment, and applications (security, non-disclosures, security clearance, etc.).
- Dynatrace with remote access to the State's Treasury Application that is the focus of the coaching sessions.
- A dedicated qualified resource to be the single point of contact for each work stream for the Dynatrace team to coordinate efforts for the engagement.

The State must be properly licensed and in active maintenance for all relevant Dynatrace technologies.

3. **Scheduling.** The State may reschedule Services during the term, without penalty, however the State shall be liable for 100% of any incurred expenses (including non-refundable travel or hotel cancellation fees or penalties).
4. **Rights in Deliverables.** The State may, solely for its internal business purposes, use, copy and distribute internally any deliverable items identified herein (the "Deliverables"). Dynatrace shall retain all right, title and interest in and to: (i) such Deliverables, including but not limited to all patent, copyright, trademark, and other intellectual property rights therein; and (ii) all materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that Dynatrace may develop or supply in connection with the Services (the "Dynatrace Knowledge").
5. **The State Delay.** The State's technical, application, and business personnel are required to participate in this effort to ensure a successful completion. The parties agree that this fixed price project is dependent upon the State's compliance with the obligations as specified in this Statement of Work. Failure by the State to provide Dynatrace with the contemplated equipment, data, resources, access or the like ("State Delay") will prevent, or postpone Dynatrace's performance under this Statement of Work. In all such circumstances, Dynatrace's obligations will, to the extent so hindered by the State Delay, be permissibly delayed.
6. **Non-Solicitation.** During the term of the Services and for twelve (12) months thereafter, the State agrees that it will not solicit Dynatrace personnel to seek an employment or other contractual arrangement with its company.

7. **Delivery Acceptance.** A review and sign-off process shall occur for each phase of the Services. Within five (5) business days of notice, the State shall either (i) notify Dynatrace that the State accepts the Services; or (ii) advise Dynatrace of any deficiencies in the Services that do not substantially conform to the specifications in this Statement of Work. Dynatrace shall correct any deficiencies that do not conform to the specifications in this Statement of Work. If Client fails to give notice within the time periods specified above then the State shall be deemed to have accepted such Services. Acceptance of the phase services will be considered as completion of the phase. Acceptance of the services for the last and final load test shall be considered as acceptance of the completed project.
8. **Control Process.** In the event that the State requests variances from the terms within this Statement of Work, including but not limited to additional Deliverables, timing changes or changes to the scope/deliverables of this Statement of Work, Dynatrace shall require a Change Request Form be executed by authorized parties of both the State and Dynatrace. Any changes in an executed Change Request Form shall supersede conflicting provisions in this Statement of Work.
- Change Requests should be presented in writing.
 - The Project Sponsor/Delivery Manager of the initiating team should present the CR document to the Project Sponsor/Delivery Manager of the receiving team. The two Project Sponsors/Delivery Managers should review in detail via tele-conference.
 - CRs will be evaluated by Dynatrace to determine the impact on the project schedule, man days, and budget.
 - A joint Dynatrace/Client Change Control Board will be created to evaluate and approve CRs.
 - The State will request DTMB Procurement approval of the CR and the creation of a Contract Change Notice.
 - Approved Work described in the CR document will be scheduled upon execution of the Contract Change Notice.

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

CHANGE NOTICE NO. 6
to
CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Rich Royer	Rich.royer@compuware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$500,000.00			\$7,885,000.00	
Effective September 11, 2014, this contract is increased by \$500,000.00 to support the ongoing use for the remaining contract term, September 30, 2015. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement and the approval of the State Administrative Board on September 11, 2014.				

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

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B1300069
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Rich Royer	Rich.royer@compuware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$7,385,000.00		
Effective August 25, 2014, this contract is hereby amended to incorporate the attached Statement of Works (SOW) to complete Michigan Business One Stop - SUW Phase 2 Tax File and Pay Project. Compuware Corporation shall act as prime contractor and CW Professionals (DBA Lochbridge), as subcontractor. Total expected cost is \$400,000.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement.				

COMPUWARE CORPORATION

ONE CAMPUS MARTIUS • DETROIT, MICHIGAN 48226
(313) 227-7300



CLIENT NO. 151599

PRODUCT SCHEDULE NO. SIXTY-ONE

Client shall be licensed to use the Subscription Products specified below subject to the Subscription Terms, version May 2013 found at:

http://image.gomeznetworks.com/images/GPN_PDFs/Gomez_USA_Standard_Terms_and_Conditions.pdf (the "Agreement"). In the event of any conflict between the terms in the Agreement and the Product Schedule, this Product Schedule shall control.

Client: State of Michigan
Department of Information Technology
Licensed Location No. 1: George W. Romney Building, 8th Floor
City, State, Zip: 111 South Capital Avenue
Lansing, MI 48913-0001

SUBSCRIPTION	PLAN LEVEL	VIRTUAL USER HOURS
APMaas 360° Web Load Testing	-	-
Web Load Testing	0	10,000
Web Load Testing (additional VU Hours)	7	252,500

SERVICES	QTY
Product Related Services	See Attachment A

SUBSCRIPTION TERM

The initial term shall commence on September 1, 2014 and continue until January 31, 2015 for the Subscription products licensed herein, at the configurations listed herein.

SERVICES

The Services shall be performed subject to the terms specified in the Statement of Work (the "SOW") which is hereby attached as Attachment A.

Within three (3) business days of notice, Client shall either (i) notify Compuware that Client accepts the services; or (ii) advise Compuware of any deficiencies. Compuware shall correct any deficiencies that do not conform to the specifications in this Product Schedule. If Client fails to give notice within the time periods specified above then Client shall be deemed to have accepted such services.

SUBSCRIPTION PRICING PARAMETERS

Overage charges (based upon Client's actual usage of the Subscriptions) of \$.67 per VU-Hour will apply in the event that Client exceeds the VU-Hours indicated above. For tests using Web Load Testing which are halted by Client before completion, Client will be charged the greater of (i) requested number of VU-hrs used before the test was halted, or (ii) 25% of the VU-hrs consumed before the load test was halted.

REFERENCE

Client agrees that Compuware may publicly refer to Client, verbally and in writing, as a customer of Compuware's products and services. Any other reference to Client by Compuware requires the written consent of Client.

PRIOR PAYMENT OBLIGATIONS

The execution of this Product Schedule shall have no effect on any payment due, or scheduled to become due pursuant to prior product schedules, purchase orders or addendums to this Agreement.

PRODUCT SCHEDULE PRICE VALID THROUGH AUGUST 29, 2014

PAYMENT

Client hereby accepts the Subscription Products and Services upon execution of the Product Schedule and agrees to pay Compuware the Total Amount of **\$220,000 U.S. Dollars** plus any applicable taxes. Invoices are due upon receipt and Compuware shall receive payment within 45 days of the invoice date.

Accepted by Client:

Agreed By Compuware Corporation:

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

E-Mail

Phone

Fax

Fixed Price Statement of Work – Schedule A

APMaaS 360° Web Load Testing

Attachment A for Product Schedule #61

Compuware APM Enablement Services



Prepared for:
State of Michigan – Department of Treasury

Date: August 7th, 2014

Prepared by:
Brad Berbas - Regional Enablement Services Manager



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STATEMENT OF WORK

• Overview

THIS STATEMENT OF WORK ("**SOW**") is made and entered into by State of Michigan Department of Treasury ("**Client**") and Compuware Corporation ("**Compuware**") on this 7th day of August, 2014 (the "**SOW Effective Date**").

Compuware agrees to perform for the Client the APMaaS 360° Web Load Testing services ("**Services**") in this SOW (as defined below), provided they are performed pursuant to the terms and conditions of this SOW. The Services specified herein are to be conducted according to a fixed-price arrangement between Client and Compuware. Client agrees to pay for such Services at the rates set forth herein.

Service Period

Compuware shall perform required activities in accordance with this SOW, which shall be effective from August 29th, 2014 until January 31, 2015. When mutually executed for completion, this SOW becomes contractually binding on Compuware and Client.

Client Applications In Scope

Services rendered will be applied to the following Client applications:

Michigan Treasury Online [MTO]

The environment against which services will be rendered is:

- QA

Location

The proposed work will be conducted principally at the Compuware offices in Detroit and Lexington, MA and the State of Michigan offices in Lansing, MI.

Schedule

The final project schedule will be defined and agreed upon by Compuware and Client upon execution of this SOW as part of the planning efforts.

Engagement Scope

Enablement Services provides Client with expert services associated with configuring and executing an APMaaS 360° Web Load Test.

The following services are included in the engagement scope. Any services not included in this list of services are not considered in scope for this engagement.

Project Kick-off- *This task was already completed between Client and Lochbridge*

Test and Script Planning- *This task was already completed between Client and Lochbridge*

Initial Script Creation

Compuware will be responsible for the creation of six (6) scripts that were specified and decided by the planning session held between Client and Lochbridge. Compuware will work closely with the Lochbridge team for creation and validation of those six (6) scripts

- *Key Activities & Milestones*
- Work Package Creation: Compuware will create a Script Work Package for each of the six scripts
- The Script Work Package will include Key Business Process Worksheets (BPW) for each of the six (6) mission critical transactions,
- Lochbridge must approve all Business Process Worksheets (BPWs) before scripting can begin.
- Client must confirm that the Web site is stable and any changes to the site will not affect the scripts before scripting can begin.
- The price quoted covers at most three (3) hours of effort per script and the parties agree to enter
 - Script Creation: Compuware will record the six (6) scripts per site using the instructions provided by the BPW documents and the Gomez Recorder (Browser Agent scripts).
 - Compuware will QA all scripts before scheduling and the preparing of executing the load test with Client.
- *Compuware Deliverables*
 - Six (6) Key Business Process Worksheets
 - Six (6) Scripts
 - Create a High-level Gomez Monitoring dashboard for monitoring the load test

Application Monitoring Installation and Configuration (dynaTrace)

- *Key Activities & Milestones*
- Installation: Compuware will install the Application Monitoring server, client, collector, and repository using the default, single-machine installation utilizing the equipment identified by the Client during the Test Planning phase.
- Configuration:
- Compuware will configure the Application Monitoring environment. The monitored application will then be restarted with Application Monitoring parameters so that the library is loaded allowing the JVM / WOSI to look for the collector process.
- Based on the scripts developed in the prior phase, create a dynaTrace dashboard for monitoring the load test
- *Compuware Deliverables*
 - Installation and Configuration of Application Monitoring
 - Create a dynaTrace dashboard for monitoring the load tests

Initial Test Configuration and Execution

- *Key Activities & Milestones*

Test Configuration: Compuware will configure the initial test cycle in the Gomez Performance Network portal per the Test Plan. Upon completion, additional test cycle services will be completed by Lochbridge as a subcontractor and shall be subject to a separately executed Statement of Work defining the terms, conditions and fees for such additional services.

Test Execution: Compuware will execute the initial test cycle as defined by the Lochbridge Test Plan. Each additional cycle will be executed by Lochbridge. The Test Execution Window will be delivered by Compuware wherein each test execution may ramp up to, but not exceeding, the amount of virtual users identified within Product Schedule.

- Each Test Cycle includes, test preparation, test execution window, and a post-test wrap up. Prior to the initial Test Execution Window, Compuware will execute a series of Validation Tests to ensure that the scripts created for each test cycle are still working properly and that the Web site is ready to be load tested. Validation tests will run over a 5-15 minute period and use between 5-25 virtual users.
 - Compuware assumes that the initial Test Cycle will be executed in a single, contiguous 8-hour period. If the test cycle takes longer we will work it out with you and Lochbridge. After the initial load test, Compuware will hand off the loading test responsibilities to Lochbridge to complete the additional load testing cycles.
- Test Analysis:
 - Compuware will analyze the Web Load data and Application Monitoring results in real time during the initial Test Execution Window, informing the Client and Lochbridge of test results in terms of progress toward the goal, response time effects of load, tests errors, and throughput results. Compuware will hand off test results to Lochbridge, who will then perform deeper analysis with additional tools. All further testing analysis will be completed by Lochbridge
 - Compuware will review the PurePath data collected during the Web Load Test by using the Load 360 package dashboards. This data, in conjunction with response time SLA's defined by the Client in the test planning phase, will allow identification of response time bottlenecks. Where applicable, the appropriate PurePath data will be highlighted to show the performance contributor.
- *Compuware Resource Requirements*
- Compuware will assign a Load Testing Technical Lead Consultant to configure, execute, and analyze the data from the test, while an Application Monitoring Consultant will be assigned to install, configure and monitor key performance statistics of the application under the initial load test. Lochbridge personnel will be responsible for all further tests.
- Compuware Deliverables
- Initial Load Test Configuration
 - Compuware will configure the initial test cycle in the Gomez Performance Network portal per the Test Plan specified by Client and Lochbridge. Upon completion, additional test cycle services involving Lochbridge as a subcontractor shall be subject to a separately executed Statement of Work defining the terms, conditions and fees for such additional services.
- Compuware will deliver the initial 360 Web Load Test Execution - Lochbridge will handle all subsequent Test cycles, additional information is outline in a separate attached SOW for additional Test Executions

Results Reporting

- *Key Activities & Milestones*
 - Compuware will document the results of the load test in terms of load delivered, site performance under load, bottlenecks uncovered, and recommendations and next steps. The report will also contain server-side analyses of performance, including application hotspots, API breakdowns and Database contribution to response time. For each transaction PurePath, a transaction based Hotspot analysis will be provided. The written *Load Test Results Report* will be provided to Lochbridge via email within two (2) business days of the completion of the load test cycle. Compuware will hand off test results to Lochbridge, who will then perform deeper analysis with additional tools. All further testing analysis will be completed by Lochbridge

Summary of Compuware Deliverables

- Six (6) Key Business Process Worksheets
- Six (6) Browser Agent/http scripts
- Application health, System Health, Transaction view and Gomez performance load testing dashboards.
- Installation and Configuration of dynaTrace Application Monitoring, including standard load testing Dashboards
- Initial Load Test Configuration
- Compuware will configure the initial test cycle in the Gomez Performance Network portal per the Test Plan. Upon completion, additional test cycle services (involving Lochbridge as a subcontractor) shall be subject to a separately executed Statement of Work defining the terms, conditions and fees for such additional services.
- One (1) 360 Load Test Execution
- One (1) 360 Load Test Results Report will be given to Lochbridge to complete a deeper analysis, Lochbridge will give the final report to Client

Out of Scope Services

Anything not addressed in this SOW is out-of-scope and not included in these services. Either party may submit a Change Request to the other party should modifications to this SOW become required.

Responsibilities and Assumptions

It is the Client's responsibility to provide project sponsorship, user participation, and decision-making support. Timely access to Client personnel with knowledge appropriate to the tasks defined above will be required.

It is Compuware's responsibility to perform the required activities, monitor issues, verify assignment scope, and manage day-to-day activities and changes.

On-going maintenance, updates or continued support of the Deliverables shall not be provided after they are delivered in accordance with the requirements herein. Subsequent services for the Deliverables shall be available at Compuware's then current rates through execution of a project change request form.

Compuware Responsibilities

During the engagement, Compuware will:

- Document scripting requirements for the up to six (6) scripts in the BPW template – one BPW per script – and provide to Client for review and approval.
- Customize Load 360 dashboards to recognize Client specific load test transactions.
- Record, QA, and configure up to six (6) load test scripts for use in the load test.
- Conduct validation tests on all 6 scripts before load testing.
- Install and configure Application Monitoring server, client, collector, agents and repository utilizing standard single environmental defaults plus using parameters already determined during the project kick off
- Analyze load test data in real time during the initial one (1) load test execution windows and inform Lochbridge and Client of performance issues and bottlenecks.
- Analyze the load test data after the completion of initial the load test execution windows and provide Lochbridge with a Load Test Results Report within two (2) business days of the completion of the initial load test execution window. Compuware will configure the initial test cycle in the Gomez Performance Network portal per the Test Plan. Upon completion, additional test cycle services (involving Lochbridge as a subcontractor) shall be subject to a separately executed Statement of Work defining the terms, conditions and fees for such additional services.
- Ensure prompt and complete communication regarding progress against plan, issues, and risks throughout the project.

Client Responsibilities

During the engagement, Compuware will require the following at the Client site:

- Provide a single point of contact for the Compuware team for coordinating efforts for the engagement.
- Ensure the application is available to Compuware for scripting evaluation, test planning, script creation, and load testing, and is stable.
- Ensure availability of hardware environment identified in Client pre-requisites per this SOW.
- Provide pre-requisites to Compuware per this SOW.
- Provide a detailed description of all scripts required for the load test.
- Review the six (6) Key business process worksheets and provide comments and approval
- Provide Load Test Goals that specify target user load, response times, and availability (success rate) thresholds.
- Provide a demonstration of the Web Application to be tested
- Grant Compuware personnel with permission to access the Client's APM Performance Network account. Execution of this SOW shall indicate such permission.
- Review any documentation and provide feedback

Assumptions

Compuware requires the full participation by Client's application team and business personnel as a precondition to the successful completion of all tasks included in this SOW. Without timely access to personnel and information, engagement completion could be delayed and Client could incur additional expense.

- During the course of delivering Services, it may be identified that additional measurements or VU Hours are required to support Client's requirements. Compuware will work proactively to identify if this situation may exist, and will alert the client of additional product needs through the Change Control Process. An additional Product Schedule may be required.
- Work will occur primarily at Compuware offices, during normal business hours. A "day" represents a normal 8-hour day. A "week" represents a normal 5-day, 8-hour/day business week unless otherwise agreed to by Compuware and Client.
- Adequate workspace and/or training facilities will be provided for the Compuware consultant(s) as required for the completion of this engagement.
- Work may be performed remotely and Client will provide VPN or remote access, if necessary, to meet their standards when such work is performed.
- Resources not accessible to Compuware consultant(s) may impact engagement duration and deliverables.
- Compuware Consultants travel to Client site on Monday mornings and return to their home or Compuware office on Thursday evenings unless otherwise agreed to by Compuware and Client.
- Client will ensure full access to business and technical resources, as needed.
- This engagement does not include specific product-level training. Should client need instructor-led training, additional services can be purchased through a Change Request to this SOW or through a separate SOW.
- There are no "Flash" components on the site which are targeted as part of the Load Test.

Terms and Conditions

The State of Michigan Department of Information Technology and Compuware Corporation agree that the work described herein shall be governed by the terms specified in this Statement of Work and Contract No. 071B1300038 (the "Agreement") dated September 30, 2010 between Compuware Corporation and the State of Michigan. If there is a conflict between this Statement of Work and the Agreement, then the terms of this Statement of Work shall control.

1.1 Costs

1.2 The total fixed cost of the work defined in this Statement of Work is included in the Total Amount as specified on Product Schedule **No.61**. The parties acknowledge and agree that this Statement of Work is a fixed fee arrangement for the Deliverables as specified in this Statement of Work. All Compuware work will be performed remotely, no Travel will be required. Scheduling

Client may reschedule services without penalty, however Client shall be liable for 100% of any incurred expenses (including non-refundable travel or hotel cancellation fees or penalties). Upon execution of this Statement of Work neither party may terminate the Services except by mutual agreement or if the other party commits a material breach. If Client has pre-paid fees for future Services and has not within 3 (three) months of execution of the SOW taken delivery of such Services, any unused pre-paid fees shall be forfeited without further obligation on the part of Compuware.

1.3 Rights in Deliverables

Client may, solely for its internal business purposes, use, copy and distribute internally any deliverable items identified herein (the "Deliverables"). Compuware shall retain all right, title and interest in and to: (i) such Deliverables, including but not limited to all patent, copyright, trademark, and other intellectual property rights therein; and (ii) all materials, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that Compuware may develop or supply in connection with the Services (the "Compuware Knowledge").

1.4 Client Delay

Client technical, application, and business personnel are required to participate in this effort to ensure a successful completion. The parties agree that this fixed price project is dependent upon Client's compliance with the obligations as specified in this Statement of Work. Failure by Client to provide Compuware with the contemplated equipment, data, resources, access or the like ("Client Delay") will prevent, or postpone Compuware's performance under this Statement of Work. In all such circumstances, Compuware's obligations will, to the extent so hindered by the Client Delay, be permissibly delayed or excused.

1.5 Non-Solicitation

During the term of the Services and for twelve (12) months thereafter, Client agrees that it will not solicit Compuware personnel to seek an employment or other contractual arrangement with its company.

1.6 Delivery Acceptance

A Deliverable Review and Sign-off process shall occur for the deliverables provided during each phase. Within three (3) business days of notice, Client shall either (i) notify Compuware that Client accepts the Deliverables; or (ii) advise Compuware of any deficiencies in the Deliverables that do not substantially conform to the specifications in this Statement of Work. Compuware shall correct any deficiencies that do not conform to the specifications in this Statement of Work. If Client fails to give notice within the time periods specified above then Client shall be deemed to have accepted such Deliverables. Acceptance of the phase deliverables will be considered as completion of the phase. Acceptance of the final project phase deliverables shall be considered as acceptance of the completed project.

4.7 Control Process

In the event that Client requests variances from the terms within this Statement of Work, including but not limited to additional Deliverables, timing changes or changes to the scope/deliverables of this Statement of Work, Compuware shall require a Change Request Form be executed by authorized parties of both Client and Compuware Corporation. Any changes in an executed Change Request Form shall supersede conflicting provisions in the Statement of Work.

- Change Requests should be presented in writing.
- The Project Sponsor/Delivery Manager of the initiating team should present the CR document to the Project Sponsor/Delivery Manager of the receiving team. The two Project Sponsors/Delivery Managers should review in detail via tele-conference.
- CRs will be evaluated by Compuware to determine the impact on the project schedule, man days, and budget.
- A joint Compuware/Client Change Control Board will be created to evaluate and approve CRs.
- Work described in the CR document will be schedule upon execution of the CR document.



Statement of Work

State of Michigan DTMB

Technology Performance Management Engagement
Michigan Business One Stop - SUW Phase 2 Tax File and Pay



Appendix A: August 5, 2014

Appendix B:

Prepared By: Martin Renière
Brian Smith
Allan Techko
John Yennie



This Statement of Work contains proprietary and confidential information of Compuware Corporation and CW Professional Services, LLC (DBA "Lochbridge"). State of Michigan DTMB shall maintain this Statement of Work as confidential and shall not disclose its contents to any third party except as may be required by law or regulation, in which case adequate notice shall first be given to Compuware or Lochbridge to permit any objection to such disclosure. This Proposal/Statement of Work may be disclosed to State of Michigan DTMB's own employees, attorneys, or accountants for purposes of evaluating a business relationship between Compuware, Lochbridge and State of Michigan Treasury DTMB. This Statement of Work must be executed by August 11, 2014 to remain valid.

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INFORMATION**

Information not for use or disclosure outside State of Michigan Department of Technology, Management and Budget except under written agreement.

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INFORMATION**

Information not for use or disclosure outside State of Michigan Department of Technology, Management and Budget except under written agreement.

The State of Michigan DTMB, The State of Michigan's Department of Management and Budget Purchasing Operations, Compuware Corporation and CW Professional Services, LLC (DBA Lochbridge) agree that the work described in this Statement of Work shall be governed by the terms specified in Contract No. 071B1300038 (the "Agreement") dated September 30, 2010 between Compuware Corporation and the State of Michigan. Compuware Corporation shall act as prime contractor and Lochbridge, as subcontractor. Without limiting the foregoing, all services and deliverables specified in this Statement of Work shall be performed and completed by Lochbridge. All services and deliverables to be performed and completed by Compuware are specified in Attachment A of Product Schedule No. Sixty-One which is executed independently of this Statement of Work.

EXECUTIVE SUMMARY

Business Objective

Last year, the new site MichiganWorks.org was launched without testing the site from an external perspective. Soon after a publicity campaign the site was launched and it failed to support the end consumer. The site had to be brought down, causing negative publicity. The site was load tested, but only with internal tools. It is not acceptable to let this happen again. This time for the Treasury Online Tax Services website we are proposing a carefully planned performance test strategy and executing the performance test and validation externally from the consumer's perspective and how a taxpayer in Michigan would use the taxes file and pay application.

State of Michigan has made a significant investment in a new Treasury application that will enable all Michigan tax payers, including 200,000 business, to file and pay taxes online. This has been a significant investment of taxpayer funds and effort of the Treasury department staff. Ensuring the site will withstand the traffic, optimally perform, and provide a quality experience for consumers is critical.

Plan of action

Lochbridge is pleased to offer the State of Michigan Department of Technology, Management and Budget (DTMB) this Statement of Work for the technology performance evaluation for its SUW (Sales, Use, Withholding) Phase 2 business taxes payer web application on the Michigan Business One Stop (MBOS) / Michigan Treasury Online portals, referred to as, in the *T104 222 MIITAS TPOS High Level Functional Document FS.doc*: Michigan Integrated Tax Administration Processing System (MIITAS), MIITAS Phase 3 - SUW Phase 1 & 2 Registration.

The main goals of this strategic performance engagement are:

- 1) Configure the application performance instrumentation of the SUW Phase 2 web application in DTMB QA (Quality Assurance) environment and supporting infrastructure (WebSEAL Single Sign On, One Stop, and Content Switch).
- 2) Leverage the performance test data for the execution of the performance load/stress test cycles.
- 3) Lochbridge will manage the creation of the performance test scripts associated with the identified six (6) key business processes.

- 4) Develop with DTMB PCO and QA test groups a test execution plan leveraging the shared and instrumented QA environment.
- 5) Lochbridge will manage the execution of a series of five (5) performance load/stress test cycles on site with varying workloads up to breakpoint load.
- 6) Provide expert, independent analysis of web application performance data collected during the performance test cycles in DTMB QA environment and determine performance hotspots and bottlenecks.
- 7) Provide realistic, prioritized opportunities for immediate improvement across:
 - a. Application front end and back end code.
 - b. Application architecture - web/app server, middleware integration and db server.
 - c. Network and security infrastructure.
- 8) Lochbridge will provide after every test cycle an executive and detailed report on the performance engagement execution progress and performance findings for immediate DTMB and web application development teams' action and remediation.

Value Proposition

By partnering with Lochbridge and engaging our Technology Performance Services team, the State of Michigan DTMB, gains invaluable expertise and a proven track record of success in technology and application performance management to improve and optimize performance for Business Tax File & Pay users across its Michigan taxes online services portfolio.

Lochbridge will apply broad and deep experience to go beyond over-simplified, Web Load Testing and Application Performance Monitoring (APM) tool-centric symptoms and apply the custom analysis necessary to enable cost-effective, lasting performance recommendations and gains across the entire web delivery chain of the SUW Phase 2 Tax File & Pay website, to be released in QA September 15th 2014.

Lochbridge will deploy and leverage a proven cloud-based load testing and on premise application performance monitoring product suite. Lochbridge TPS team will fulfill the main objectives of this performance engagement determining the break point for the SUW Phase 2 Tax File & Pay website and providing recommendations to improve scalability of the newly released online taxes application targeted to go in production January 2015.

Lochbridge will focus on the load simulation of six (6) key business processes already identified within a previous technical engagement by the DTMB application business owners and will direct the execution of five (5) test performance cycles on site at the State Operations Center (SOC) during five (5) distinct weeks between September and December 2014. The purpose of this performance testing engagement is to raise any performance concerns quickly allowing time for remediation and capacity augmentation, improving the Michigan Treasury executives and staff confidence level that this newly to be deployed application will

sustain the required load identified to 100,000 businesses filing and paying their monthly Michigan taxes online starting next year in 2015. The expected load is anticipated to be on the 20th of every month, during regular business hours pertaining to the State of Michigan.

To maintain project continuity Lochbridge proposes the same Technology Performance Services (TPS) experts already familiar with the SUW Phase 2 web site application and executive key stakeholders - this team has already fulfilled a previous engagement delivering a performance testing strategy & plan.

REQUIREMENTS AND SCOPE

Requirements

- Provide the execution of five (5) strategic test performance cycles up to 25,000 concurrent virtual business users accessing and utilizing the SUW Phase 2 web site application in the DTMB QA environment.
- Provide independent performance analysis of SUW Phase 2 web site application performance.
 - User variables (desktop browser, US-based location, various Internet connection speed).
 - Michigan Treasury Online tax application variables (number of transactions in the MTO/SAP ECC servers, number of SSO user login, master and transaction data in the SAP Oracle database, manual execution of back-end batch data processing, differences in hardware and network throughput between the QA environment and the Production environment for the transactions described in the business process document below).
 - Evaluate performance of the six (6) key business processes identified in: *Michigan Business One Stop - Tax File and Pay (SUW Phase 2) - Key Business Process Summary* Excel file.
- Provide performance metrics and tactical recommendation support.
 - Provide deep code level and custom analysis of a focused set of six (6) key business processes for *browser-facing* causes of performance issues related to content and page construction decisions.
 - Deep analysis of environment variables for *back-end root causes* of performance issues related to all layers of application and infrastructure.
- Provide realistic, prioritized opportunities for improvement by various DTMB teams.
 - Provide prioritized set of recommendations that treat all performance issues holistically - both broad solutions covering multiple issues, and targeted individual performance fixes and remediation's.

Scope

DTMB is planning to deploy early next year, starting in January 2015 this new SUW Phase 2 web site application in production using this multi-services and multi-tiers web delivery chain with a collection of highly secured network zones. Various protocol, framework, commercial product and technology are employed to deliver new on line services to the Michigan business tax filers and payers.

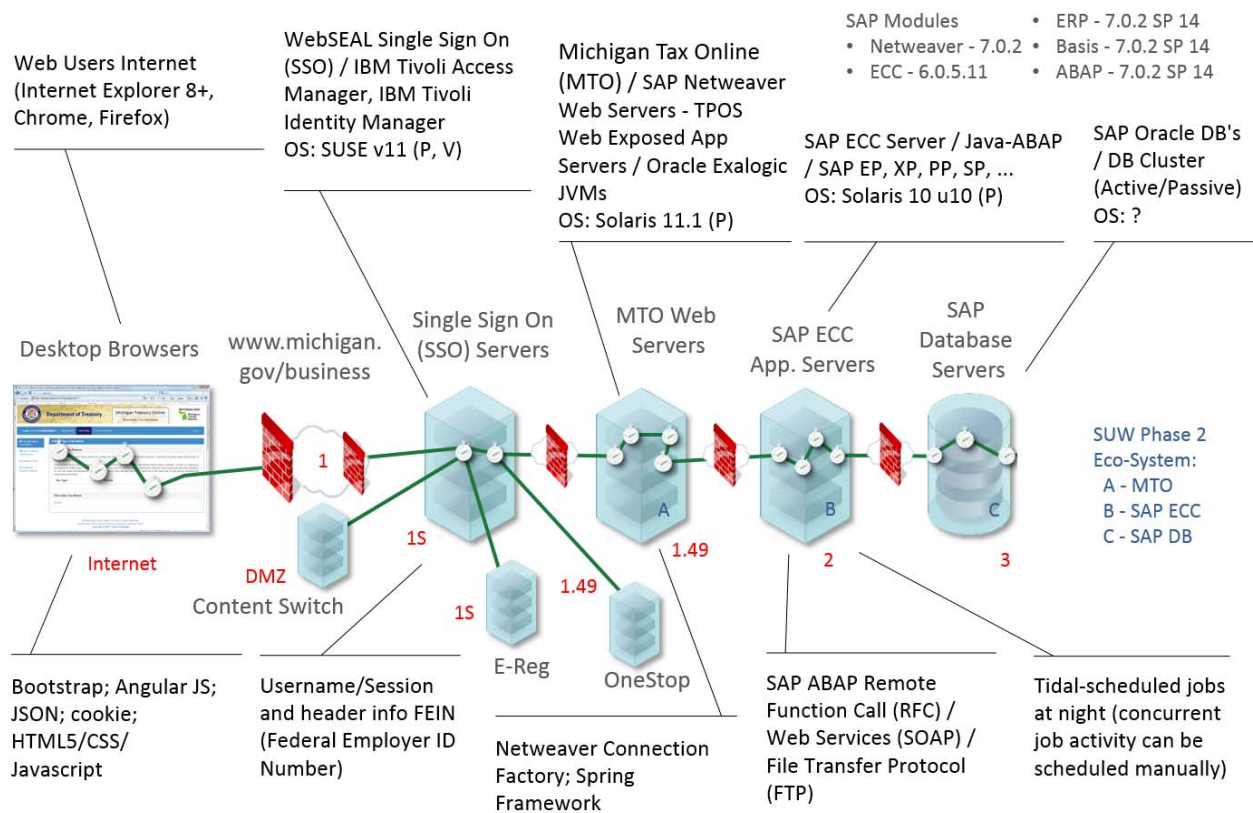


Figure 1 - SUW Phase 2 web delivery chain and technology profile.

DTMB QA Environment

Lochbridge will work with DTMB QA environment and highly recommend to align the SUW Phase 2 capacity to the Production environment. Capacity upgrades have been requested by DTMB executive leadership and are presently on going, three (3) MTO servers are presently purchased and will be added to the

environments. At the moment of writing this Statement of Work (SoW) the following QA and Production differences have been identified and documented.

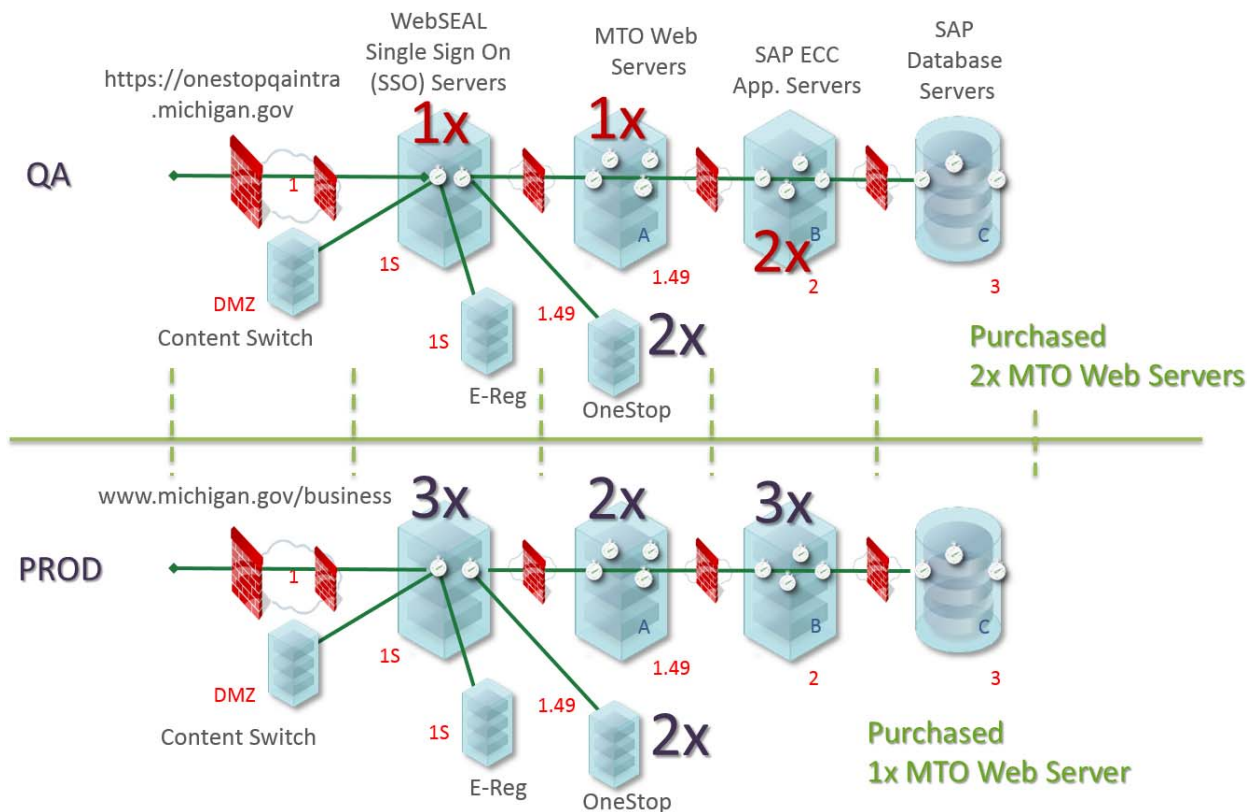


Figure 2 - QA vs Production (PROD) Environments / Alignment & Capacity Upgrade.

Key Business Processes

Lochbridge identified during the initial discovery phase one business actors leveraging the online tax services web site application. A business actor is an organizational entity capable of actively performing an action/behavior. Lochbridge TPS team also documented after meeting with various DTMB stakeholders six (6) key business processes (key transactions) encompassing the SUW Phase 2 application.

The following table summarize and describe the key business process and dependencies, number of steps (sequences) composing all flow to complete the business transaction, prioritize the importance of each business process, identify the volume during the busiest day (how many users are expected) and the estimated business process user session duration in minutes.

Part of its web load testing strategy, Lochbridge proposes to script and simulate using a technology of virtual user browser session these key transactions, to identify modules (application components) that are heavily used and slowly responding using APM monitoring and profiling capabilities deployed within the QA environment web delivery chain. See *Figure 3 - Cloud Web Load Testing & QA Application Performance Monitoring*.

	Key Business Process #	Business Process Dependencies	User Usage for Busiest Day	Duration (with think time - min)	Processing (Stress On Backend - 10 to 1)	Priority (10 to 1)	Perf. Test Cycle #	Key Business Process Short Name
1	1	-	100k	1	5	10	1, 2, 3, 4, 5	MBOS Login
2	2	1	100k	10	10	10	2, 3, 4, 5	File 5080 Monthly Tax Return Form
3	3	2	15k	5	10	10	3, 4, 5	Amend 5080 using 5092 Monthly Tax Return Form
4	8	1	50k	5	9	9	4, 5	View Payment History
5	9	2	35k	< hit button >	5	5	3, 4, 5	Pay Tax Return (Online)
6	10	1	5k	5	5	5	4, 5	Correspondence

Table 1 - Michigan Business Tax Services - SUW Phase 2 - 6 Key Business Process Summary

Complete list of key business processes potentially impacting the business and application, and associated steps can be found on this supportive Excel document: *Michigan Treasury Online - Business Tax Services - SUW Phase 2 - Key Business Process Summary v1.0*.

Example of SUW Phase 2 User Interface

Logged in as <%=USERNAME%>
Registration
File & Pay
Correspondence
Logout

Sales Tax

1a. Gross sales	\$ 0.00
2a. Sales Tax Due	\$ 0.00
3a. Total Pre-paid Tax	
Fuel Supplier and Wholesaler Prepaid Sales Tax Schedule	\$ 0.00
Fuel Retailer Supplemental Schedule	\$ 0.00
Vehicle Dealer Supplemental Schedule	\$ 0.00
	\$ 0.00
4a. Remaining Sales Eligible for Discount	\$ 0.00
5a. Total of Allowable Discounts How to Calculate Discount	\$ 0.00
6a. Total Sales Tax Due	\$ 0.00

Figure 3 - Michigan Business Tax Services - SUW Phase 2 - Example of mock-up screen.

Business User Utilization Profile

Lochbridge solicited the feedback of various DTMB stakeholders including tax filing manual business representatives to prepare this web user community profile distribution graph.

Lochbridge understands that the busiest day might bring 100,000 web users to the web site, the 20th of every month being the busiest time of the day, with a maximum number of users logged in during that period of time of 15,000, representing a system peak before the end of the regular business hours (time zone EST - Eastern Standard Time).

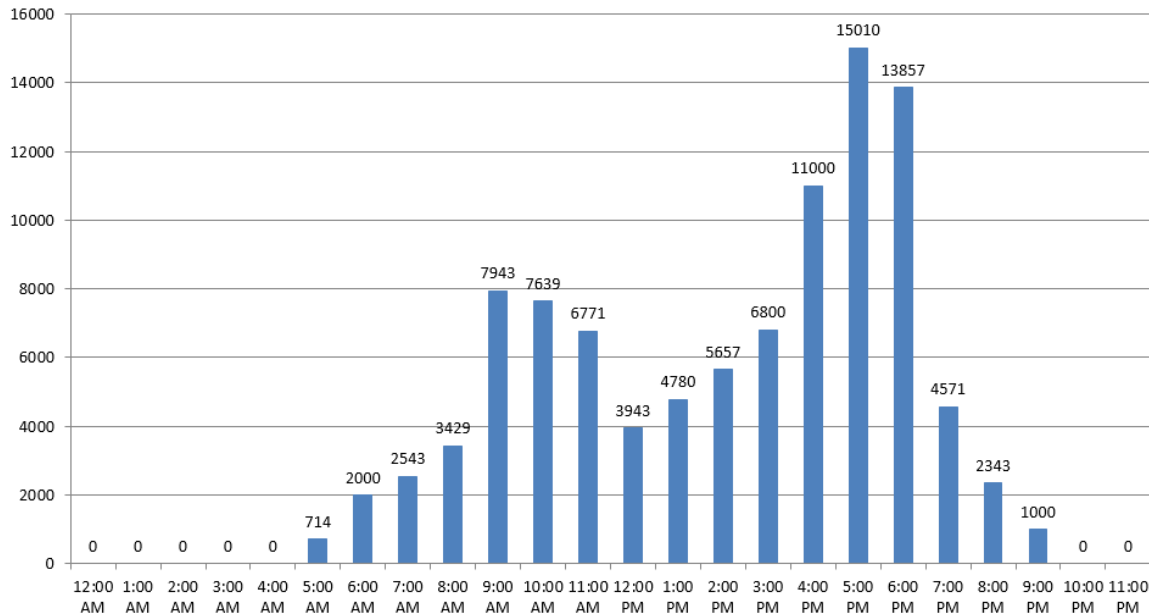


Figure 4 - Tax filing distribution per Hour (24h) for 100k submissions.

The sequence of tasks, named within this document the key business processes (transactions) performed during this time period are described in: *Table 1 - Michigan Business Tax Services - SUW Phase 2 - 6 Key Business Process Summary*.

The estimation of tax filing distribution is an important parameter guiding toward understanding the peak usage of the newly released web site. DTMB project sponsors requested the Performance Test Cycle executions to reach a maximum concurrent web users of 25,000 allowing them some comfort and ample capacity to sustain the expected 15,000 user load.

Out of Scope

- Implementation and management of performance findings and recommendations are not in scope.
- Any infrastructure or web services/APIs not in DTMB organization's direct control, or that can't be easily instrumented are not in scope - for example 3rd party payment functions handled by JPMorgan Chase & Co. financial services.
- The instrumentation of any shared service sites/servers are not in scope
- Any pages requiring special access (user login where business or users do not share one single password (as identified during the previous engagement), unique user IDs per visit, pages not identified in the *T104 222 MIITAS TPOS High Level Functional Document FS.doc*) will not be scripted.
- Evaluation of code quality and analysis of line of code in detail are not in scope (source code may be identified as a bottleneck).

SERVICES ENGAGEMENT

Lochbridge will determine and validate the performance characteristics of the State of Michigan new Online Tax Filing & Pay web site when subjected to workload models and load volumes beyond those anticipated during production operations.

The parties agree that any and all Compuware solutions shall be separately licensed between Compuware and the State of Michigan independent of this Statement of Work. Without limiting the foregoing, no Compuware licenses are included or granted pursuant to this Statement of Work as all such licenses, including but not limited to fees, shall be specified in a Product Schedule which is separately executed between Compuware and the State of Michigan.

Performance load tests during each Performance Test Cycle will be conducted in QA (system test) environment prior to *Go live* planned for January 2015, integrating with backend DynaTrace performance monitoring to identify bottlenecks and potential recommendations to the development and DTMB infrastructure support teams.

System Test Environment (QA Environment)

The following figure describes the system test environment under investigation during this engagement. The entire QA web interface will be exposed to the Internet allowing an external cloud load testing solution to reach and stress the web application user interface, providing a real web users perspective on how business tax filers and payers in State of Michigan would use the new web site application.

Lochbridge will utilize and leverage two (2) Compuware solutions during this engagement which have been licensed independently of this Statement of Work between Compuware and the State of Michigan :

- Compuware 360 Web Load Testing (Gomez) – to provide an external cloud-based web load testing solution integrating with dynaTrace back-end application performance monitoring.
- Compuware APM dynaTrace – to provide a deep performance visibility into the web delivery chain segmenting all transactions performed by the application tiers, including the SAP frameworks, services and databases.

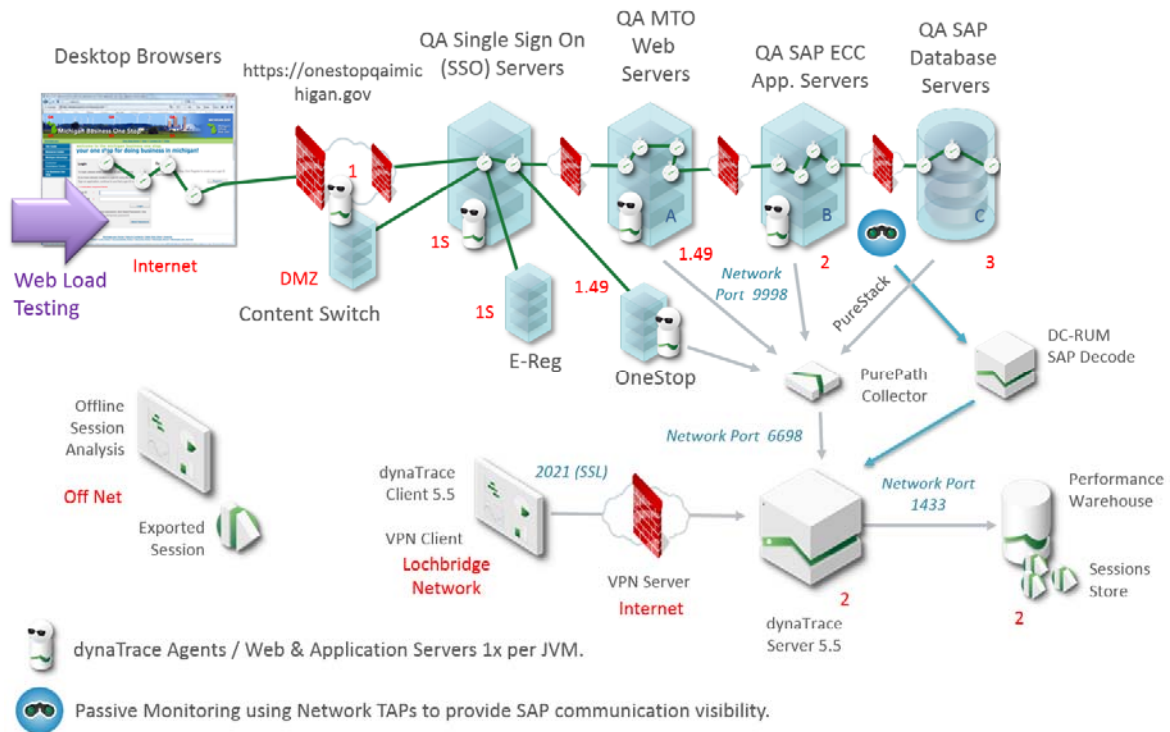


Figure 5 - Cloud Web Load Testing & QA Application Performance Monitoring solution.

Cloud Web Load Testing Solution

An external load test system will be used to generate the load against the SUW Phase 2 application hosted in DTMB QA environment. Doing so, Lochbridge will apply some stress on the web delivery chain ensuring the web site will withstand the traffic, optimally perform, and provide a quality experience for State of Michigan business tax fillers and payers.

The performance load tests will drive a collection of browsers from multiple geographic locations providing visibility into the web users experience and how the site performs, prior to launch in January 2015.

Application Performance Monitoring and Profiling Solution

DTMB Enterprise group will provide the dynaTrace infrastructure (physical servers and operating systems) and technical services to support this Performance Testing engagement. DTMB Enterprise group will be responsible to integrate and configure the dynaTrace product and solution, making sure all DTMB network zone and security rules are in place for an optimal and complete web delivery chain instrumentation.

The following enumeration describe the dynaTrace APM solution and various product components exposed within the *Figure 5 - Cloud Web Load Testing & QA Application Performance Monitoring solution*. All such

Compuware solutions shall be licensed independently of this Statement of Work between Compuware and the State of Michigan as such license fees are not included herein.

- dynaTrace agents will be installed on QA application machines, where JVMs processes (server-side components) are running. A dynaTrace Agent is a library (.so or .dll). dynaTrace Agent requires 10MB disk space for installation.
-
- dynaTrace Browser Agents will be used for ad-hoc deep-dive performance analysis of SUW Phase 2 application within the web browser. They will be installed as a browser-plugin (IE or Firefox) and need to be connected to dynaTrace collector / server (see figure 5). Browser requests sent to the application server are linked together with server-side PurePaths, which results to a full end-to-end PurePath, starting in Browser and going all the way back to the database.
-
- dynaTrace Webserver Agents will be used for analyzing traffic and behavior of web servers. A Webserver Agent will be installed via .msi installation and running as a service in Windows environments. In Linux/Unix environments it's installed together with and started by Apache module.
-
- dynaTrace UEM Agent (JavaScript Agent) is a small JavaScript-library automatically injected into web pages for analyzing web browser and user behavior. Injection is done by web server (Apache/IIS) or java application server (servlet container). dynaTrace UEM Agent sends its measures to Webserver Agent over the same channel (HTTP(s)/port) as a browser requests are going through.
-
- dynaTrace Server (standalone JAVA process) is the core component of an dynaTrace environment and central configuration and administration unit. It gathers and correlates all the information coming from plugins and agents.
-
- dynaTrace Analysis Server (standalone JAVA process) is responsible to offload high resource usage analysis tasks such as memory dump analysis. In DTMB QA environment if required it will be installed and run on the same machine as the dynaTrace Server.
-
- dynaTrace Collector (standalone JAVA process) is responsible for the instrumentation of the dynaTrace Agents and for post-processing events received from them. The usage of dynaTrace Collector will be determined by DTMB Enterprise group.
-
- dynaTrace Repository (database) is used to store processed measure performance data retrieved from agents and monitors.
-
- dynaTrace Client (Eclipse based) is the presentation layer. Every configuration task or data manipulation is done through it. It is either installed on user's local machines or can be started via Java Web Start from the dynaTrace Server.

Performance Testing Strategy

The high level engagement performance testing strategy that will be followed is provided below:

A. Front-End Assessment & Recommendations

- a. Interview SUW Phase 2 business application owners to collect and document performance goals and service level objectives.

- b. Interview web site developers to understand makeup of front end application and relevant framework utilized.
 - c. Execute discrete front end performance evaluation, using DynaTrace AJAX and Open Source tools.
 - d. Implement scripts to cover the following 6 key business processes:
 - i. MBOS Login
 - ii. File 5080 Monthly Tax Return
 - iii. Amended 5080 using 5092 Monthly Tax Return
 - iv. View Payment History
 - v. Pay Tax Return
 - vi. Correspondence
 - e. Validate Web Load Testing scripts and gather immediate performance results to guide priority of back end deep analysis.
 - f. Analyze key web business transactions and populate front end findings into a project log for daily meetings and reporting after each performance cycles.
 - g. Complete analysis of front end findings and document in Performance Test Cycle Execution & Recommendations deliverable, one PowerPoint Report for every Performance Test Cycle.
- B. Back-End Assessment & Recommendations**
- a. Interview senior architect and collect documentation for an overall picture of application and web delivery chain, including 3rd party integration points.
 - b. Interview SMEs for each application layer: infrastructure, network, security, telecom, application code, database model, SAP framework & platform, 3rd party services like IBM Tivoli Identity and Access Single Sign On (SSO) services.
 - c. Assess DynaTrace Application Performance Monitoring (APM) tools and current agent instrumentation, including server host monitoring (CPU, memory, disk, network traffic).
 - d. Review business performance goals and services objectives.
 - e. Perform broad assessment of performance for obvious issues, hotspots or bottlenecks.
 - f. Receive targets for deep analysis from front-end assessment.
 - g. Utilize application test data and execute Load Testing scripts to stress the web delivery chain using pre-defined workload during 60 minutes per test execution with constant slow warm-up and cool down.
 - h. Determine bottlenecks and document various breakpoints and system limitations.
 - i. Perform back-end analysis of pages and web transactions pertaining to the key business processes in scope.

- j. Populate findings into a project log for daily meetings and reporting after each performance cycle execution.
- k. Inventory all performance back-end findings, identify slow code and bottlenecks, and construct holistic web delivery chain recommendations.
- l. Complete analysis of back end findings and document in Performance Cycle Assessment & Recommendations deliverable, merge back-end and front-end information into one PowerPoint Report for every Performance Test Cycle covering the whole delivery chain.
- m. Present final Performance Test Cycle Execution & Recommendations PowerPoint deliverable to DTMB stakeholders.

Engagement Performance Testing Methodology & Deliverables

Lochbridge propose a performance testing iterative methodology allowing sometime between each performance test cycle iterations to implement some quick recommendations, infrastructure improvement and potential configuration before the next performance cycle. Each performance cycle will introduce new performance test scripts adding to the previous cycle, and extending the key business processes coverage.

Lochbridge suggest eight (8) project phases executed sequentially from September 15th to December 15th 2014, with five (5) Performance Test Cycle Report deliverables.

1. QA Test Environment Upgrade & Instrumentation Setup
 - QA environment Setup with relevant upgrade and DynaTrace instrumentation & DC-RUM SAP Decode configuration.
2. Load Testing Scripting & Tool Setup
 - Performance Data & Test Scripts Preparation / Validation
3. Performance Test Cycle 1 Execution
 - Load Execution and Performance Results Analysis & Recommendations
 - **Deliverable 1:** Performance Test Cycle 1 - Report (PowerPoint)
4. Performance Test Cycle 2 Execution
 - Load Execution and Performance Results Analysis & Recommendations
 - **Deliverable 2:** Performance Test Cycle 2 - Report (PowerPoint)
5. Performance Test Cycle 3 Execution
 - Load Execution and Performance Results Analysis & Recommendations
 - **Deliverable 3:** Performance Test Cycle 3 - Report (PowerPoint)

6. Performance Test Cycle 4 Execution
 - Load Execution and Performance Results Analysis & Recommendations
 - **Deliverable 4:** Performance Test Cycle 4 - Report (PowerPoint)
7. Performance Test Cycle 5 Execution
 - Load Execution and Performance Results Analysis & Recommendations
 - **Deliverable 5:** Performance Test Cycle 5 - Report (PowerPoint)
8. Project Closure Phase
 - Transfer DTMB Assets & Post-Mortem Project Review
 - Archive DTMB SUW Phase 2 project artefacts

The following figure 6 represents visually the sequencing of the 8 project phases mentioned above with the associated deliverables after each Performance Test Cycle execution.

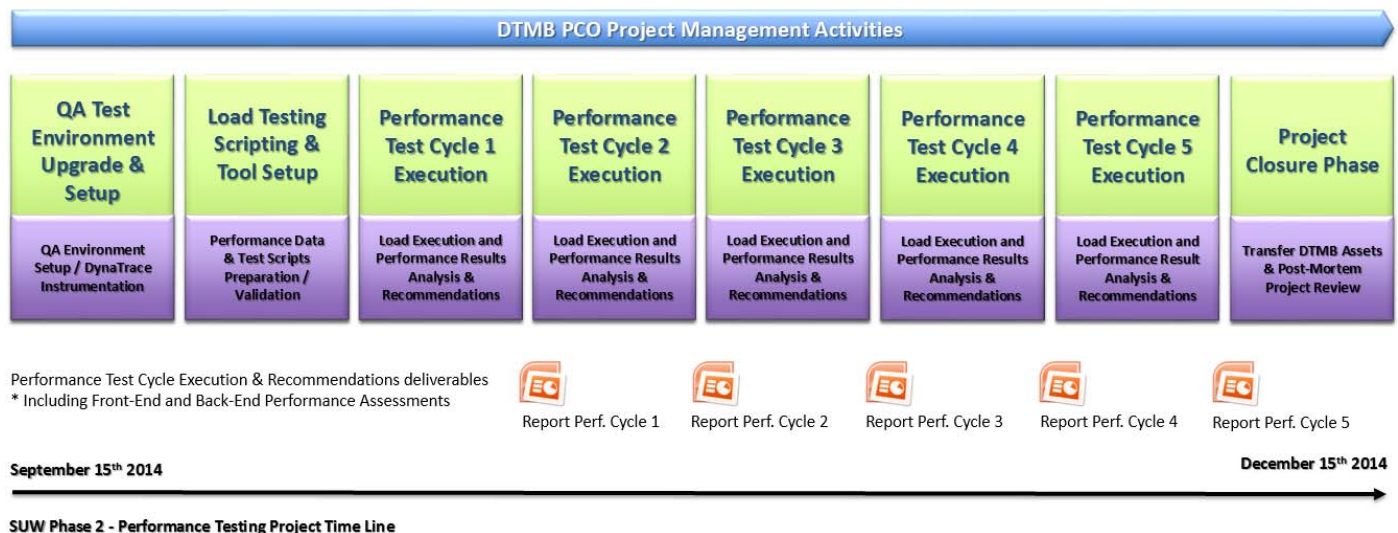


Figure 6 - Lochbridge SUW Phase 2 Performance Testing Iterative Methodology.

Front End and Back-End assessment and recommendations will be delivered and presented within one week or less after each Performance Test Cycle execution. An Executive presentation PowerPoint will be assembled to present the performance results analysis and recommendations to the DTMB stakeholders and web site 3rd party contractors.

Engagement Project Coordination

Project management will be assumed by DTMB PCO, Lochbridge will assume the project coordination of the execution of the 8 phases described within this section 3 and will collaborate identifying any risks, cost, time or quality concerns pertaining to the effective delivery of this DTMB strategic engagement.

A project work breakdown structure exposing the detailed list of Lochbridge milestones and activities will be presented to DTMB PCO at the beginning of the engagement to realize the alignment of the project with any dependencies such as the utilization of the QA environment.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1		SoM One Stop Tax File/Pay Performance Tests					
2		QA Infrastructure Alignment w PROD	50 days	Tue 01/07/14	Mon 08/09/14		
3		2 additional WebSeal QA Servers	50 days	Tue 01/07/14	Mon 08/09/14		DTMB
4		PROD SSO server augmentation for expected load	50 days	Tue 01/07/14	Mon 08/09/14		DTMB
5		QA SSO server augmentation for expected load	50 days	Tue 01/07/14	Mon 08/09/14		DTMB
6		Firewall Rule Updates	1 day?	Tue 01/07/14	Tue 01/07/14		
7		dynaTrace Agents to dynaTrace Server (Collector)	1 day?	Tue 01/07/14	Tue 01/07/14		Security
8		SAP decode to dynaTrace Server	1 day?	Tue 01/07/14	Tue 01/07/14		Security
9		dynaTrace Server Remote Connectivity (VPN)	1 day?	Tue 01/07/14	Tue 01/07/14		Security
10		Performance Data Strategy	1 day?	Tue 01/07/14	Tue 01/07/14		
11		Define/Document specific Data Needs	1 day?	Tue 01/07/14	Tue 01/07/14		DTMB,Perf Architect
12		Single Sign On (SSO) Data	1 day?	Tue 01/07/14	Tue 01/07/14		DTMB,Perf Architect
13		Master Data from PROD	1 day?	Tue 01/07/14	Tue 01/07/14		DTMB,Perf Eng2
14		QA Env Use Coordination	1 day?	Tue 01/07/14	Tue 01/07/14		Perf Architect
15		Procedure to refresh the QA environment	1 day?	Tue 01/07/14	Tue 01/07/14		
16		Reset database	1 day?	Tue 01/07/14	Tue 01/07/14		Deloitte
17		Re-Initialize Data ID Sequencing	1 day?	Tue 01/07/14	Tue 01/07/14		Deloitte
18		Clear the logs	1 day?	Tue 01/07/14	Tue 01/07/14		Deloitte
19		QA Application Performance Monitoring (APM)	1 day?	Tue 01/07/14	Tue 01/07/14		
20		dynaTrace Agents (Web servers, App servers)	1 day?	Tue 01/07/14	Tue 01/07/14		Enterprise
21		dynaTrace DC-RUM SAP Decode	1 day?	Tue 01/07/14	Tue 01/07/14		Enterprise
22		Deloitte Development Tasks	185 days	Mon 13/01/14	Fri 26/09/14		SoM and Deloitte
23		Code and Unit Test	172 days	Mon 13/01/14	Tue 09/09/14		Deloitte
24		String Test	10 days	Mon 15/09/14	Fri 26/09/14	23	Deloitte
25		Gold Client Build	5 days	Mon 29/09/14	Fri 03/10/14	24	Deloitte
26		Integration Test	42 days	Mon 06/10/14	Fri 05/12/14	25	
27		Cycle 1	10 days	Mon 06/10/14	Fri 17/10/14	25	SoM QA Team
28		Cycle 2	10 days	Mon 20/10/14	Fri 31/10/14	27	SoM QA Team
29		Cycle 3	10 days	Mon 03/11/14	Fri 14/11/14	28	SoM QA Team
30		Cycle 4	12 days	Mon 17/11/14	Fri 05/12/14	29	SoM QA Team
31		User Acceptance Test	10 days	Mon 08/12/14	Fri 19/12/14	26	SoM QA Team
32		Select Perf Test Tool	0 days	Wed 16/07/14	Wed 16/07/14		Perf Delivery Mgr
33		Performance Test Strategy + Plan v1.0	0 days	Wed 16/07/14	Wed 16/07/14		Perf Delivery Mgr
34		Tax File Characterization - Month/Year	0 days	Wed 16/07/14	Wed 16/07/14		Perf Delivery Mgr

Page 1

Figure 7 - SUW Phase 2 Performance Testing Work Breakdown Structure (WBS) page 1 of 4.

Project technical assumptions

The following technical assumptions were identified in the discovery and planning phase:

- eReg system interaction is out of scope, the load testing solution will use pre-populated businesses and users.
- Current average usage of SSO environment in production is ~300 concurrent users and each 3 instances can support on the low end 2k (high end 3k) users.
- Web application architecture and design follows industry best practices (Model-View-Controller, Java development practices, Stateless connection ...) and internal MTO testing activities will be completed in time with high confidence in code quality.

- During peak time 25K concurrent users are expected to access the MBOS (SSO) and File Tax Web application.
- Deloitte software developers will be available during the Performance test execution to troubleshoot and produce code fixes for performance remediation.
- 125 State applications mentioned by Brad Settles, Infrastructure & Operations Technical Services Manager use 3 different SSO instances other than the Tax Registration web site used (total of 9 SSO instances / mixed configuration: software and hardware).
- DTMB/Deloitte team will generate performance and master volume data (aligned with production environment) in a timely manner, as requested by Dave Gilliland.
- SSO User credentials in QA will be part of the « Gold Client - Performance » data-set and easily populated in QA DB (after the bi-weekly refresh process) by Test/Deloitte environment administrators.
- Pre-release of Tax return submission process user interface available for our preparation of test scripts before September 1st 2014.
- Code completion is expected by Sept 11th, to follow with 2 weeks of String test and Final Release to QA for Performance testing and is expected on Sept 25th.
- Performance testing activities will be conducted using ~5 iterations of ~3 to 5 days with test validation executed by SoM test team prior to resuming any test iterations, providing continuous evidence and feedback to Deloitte, using an iterative and collaborative process (Lochbridge, Deloitte and DTMB Test team).
- PCO will coordinate the required Deloitte and SoM test resources during the Performance test execution.
- Performance issues found will be reported and managed using SoM test defect tracking system, managed by SoM test resources.
- Application owner and leadership will provide performance issue triage, establishing priority and seeking remediation.
- Performance Test data available and validated to perform test execution.
- QA infrastructure change or configuration needs to be communicated immediately, to mitigate and reduce impact on the test strategy (Environment freeze 2 weeks before the test execution start date).
- Code fixes and deployment coordinate with PCO/Lochbridge and realized by Deloitte.
- Any MTO Tax filling UI modification or change promptly communicated to Lochbridge.

Proposed Timeline

Lochbridge proposes to start executing this performance testing engagement by focusing on the IBM Tivoli Single Sign On (SSO) 3rd party agency services initially. The execution of this Performance Test Cycle #1 depend on few considerations: SSO performance data, APM instrumentation and dynaTrace Agent/Server/DB, and SSO QA upgrade environment will have to be completed.

September 15th appeared to be a potential start date, Lochbridge can certainly offer some flexibility to start prior to this tentative date.

The following DTMB PCO SUW Phase 2 project milestones table expose the various projected accomplishments and QA activities running within the Quality Assurance environment.

SUW Phase 2	Environment	Start Date	End Date
Blueprint Sessions	N/A	10/14/2013	12/20/2013
Rule Writing Sessions	N/A	1/6/2014	1/31/2014
Re-plan	N/A	1/6/2014	1/31/2014
Blueprint Document	N/A	10/14/2013	5/2/2014
Technical Design	N/A	11/11/2013	6/9/2014
Code and Unit Test	Development	1/13/2014	9/12/2014
String Test	Development	9/15/2014	9/26/2014
Gold Client Build	Quality Assurance	9/29/2014	10/3/2014
Integration Test	Quality Assurance	10/6/2014	12/5/2014
Cycle 1	Quality Assurance	10/6/2014	10/17/2014
Cycle 2	Quality Assurance	10/20/2014	10/31/2014
Cycle 3	Quality Assurance	11/3/2014	11/14/2014
Cycle 4	Quality Assurance	11/17/2014	12/5/2014
User Acceptance Test	Quality Assurance	12/8/2014	12/19/2014
Implementation	Production	1/5/2015	1/12/2015
Go Live	Production	1/12/2015	1/12/2015

Table 2 - SUW Phase 2 Project Milestones - 20140625 (received from DTMB PCO).

Using the above SUW Phase 2 project planning table Lochbridge propose five (5) Performance Test Cycles for a total of 18 days of performance testing with SSO (Single Sign On) external services and QA (Quality Assurance) environment.

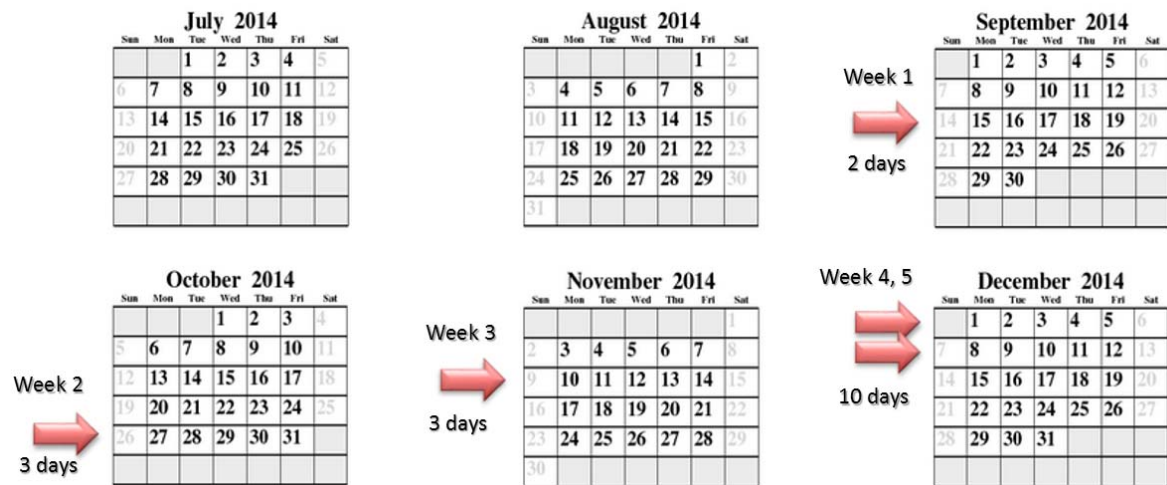


Figure 8 - Lochbridge 5 weeks of Performance Test Cycle executions on site.

The following table summarize the Performance Test Cycle with the various test scripts execution.

DTMB Integration Tests (QA):	SSO / MTO Baseline & Performance	Cycle 1	Cycle 2	Cycle 3	Cycle 4	UAT
Lochbridge Performance Test Execution:	Perf Test Execution Cycle 1	Deloitte to stabilize SUW Phase 2 Website (1st Integration)	Perf Test Execution Cycle 2	Perf Test Execution Cycle 3	Perf Test Execution Cycle 4	Perf Test Execution Cycle 5
Lochbridge On site:	Week 1	N/A	Week 2	Week 3	Week 4	Week 5
Lochbridge Resources On site:	4 days	N/A	4 days	4 days	5 days	5 days
Lochbridge QA Environment Utilisation :	2 days	N/A	3 days	3 days	5 days	5 days
Lochbridge Performance Test Execution:	DynaTrace Setup, MBOS SSO MTO	N/A	MBOS SSO, 5080 Tax Form	5092, Pay Tax Return (Online)	View Payment History, Correspondence	UAT
Scripts # Execution:	1	N/A	2 (1)	3, 9 (1, 2)	8, 10 (1, 2, 3, 9)	(1, 2, 3, 8, 9, 10)
Performance Test Scripts completed:	Sep-09	N/A	Oct-20	Nov-07	Nov-28	Dec-05
Proposed Week Date:	Sep-15	N/A	Oct-27	Nov-10	Dec-01	Dec-08



Table 3 - Lochbridge Performance Test Cycles execution with Test Script # execution.

Roles and Responsibilities

This project is being jointly performed and managed by Lochbridge and State of Michigan Treasury DTMB. It is DTMB's responsibility to provide project sponsorship, user participation, and decision-making support. Timely access to DTMB personnel with knowledge appropriate to the tasks defined below will be required.

It is Lochbridge' responsibility to perform the required activities, monitor issues, verify assignment scope, provide status report, conduct status meetings and manage performance testing day-to-day activities and changes.

Throughout this project, the following Lochbridge and DTMB resources will be involved:

The Lochbridge Technology Performance Services (TPS) team includes the following roles and responsibilities:

Lochbridge TPS Role	High Level Responsibility
Performance Technical Program Director - to Lead project activities	<ul style="list-style-type: none"> • Lead all contract and change control activities. • Point of escalation. • Project coordination duties. • Execute Performance Testing strategy and Methodology. • Lead interviews for front-end/back-end discovery and scripting needs. • Prepare and present Assessment & Recommendation deliverables after each 5 Performance Testing Cycles.

Lochbridge TPS Role	High Level Responsibility
Technology Performance Architect	<ul style="list-style-type: none"> • Execute Performance Testing strategy and Methodology. • Analyze interviews for front scripting/back-end discovery and instrumentation. • Collect data and analyze all back-end transactions in scope. • Create holistic recommendations to solve issue. • Support creation of Performance Assessment deliverables as needed.
Performance Engineer	<ul style="list-style-type: none"> • Execute Performance Testing strategy and Methodology. • Script and instrument as needed. • Execute Load Testing scripts. • Support front/back end analysis as needed. • Collect and validate data from performance tools. • Support creation of Performance Assessment deliverables as needed.

Table 4 - Lochbridge TPS Role and High Level Responsibility.

The State of Michigan DTMB team includes the following roles and responsibilities:

DTMB Role	High Level Responsibility	Time Commitment
Project Sponsor / Project Coordinator	<p>Coordinate resources within DTMB.</p> <p>Schedule meetings and book rooms.</p> <p>Provide workspace for onsite work.</p> <p>Follow-up on DTMB tasks.</p> <p>Assist in overcoming obstacles.</p> <p>Change Request (CR) and Deliverable acceptance.</p>	<p>Deliverable presentation meetings + Ad-hoc / on demand requests + any SME meetings it makes sense to attend + status meetings</p>
Site Owner(s) - IT / Telcom / Security	<p>Interview & meeting: Review of web delivery chain and infrastructure layers/components.</p>	<p>1-2 hours a week during engagement + status</p>
Site Owner(s) - Business	<p>Interview & Meeting.</p>	<p>1-2 hours a week during engagement + status</p>
DTMB Enterprise APM tool Administration	<p>Interview & Meeting: Access and Configuration of the DynaTrace APM tool.</p>	<p>2-3 hours a week during engagement + ad hoc questions</p>
Senior Software Architect(s)	<p>Interview & Meeting: Overview of SUW Phase 2 web site, help with technical documentation and ad hoc architecture questions.</p>	<p>2-3 hour meeting preferably + possible short follow-up meetings + ad hoc email</p>
Infrastructure SME(s)	<p>Interview & Meeting</p>	<p>1-2 hours during week 1 + ad hoc questions</p>
Network SME(s)	<p>Interview & Meeting</p>	<p>1-2 hours during week 1 + ad hoc questions</p>

DTMB Role	High Level Responsibility	Time Commitment
Front-End Code SME(s)	Interview & Meeting	1-2 hours during week 1 + ad hoc questions
Application Code SME(s)	Interview & Meeting	1-2 hours during week 1 + ad hoc questions
Database SME(s)	Interview & Meeting	1-2 hours during week 1 + ad hoc questions
Project Stakeholders	Attend Performance Test Cycle deliverable presentations	Deliverable presentations + Weekly Exec meetings

Table 5 - State of Michigan DTMB role, high level responsibility and time commitment.

Project Dependencies

The following list DTMB project activities and associated ownership in parenthesis, identified during the previous performance test strategy engagement conducted by Lochbridge TPS resources, all deliverables are mandatory to the execution of this engagement.

1. Sync-up QA Environment to match Production. **(Infrastructure Services, Agency Services-Treasury, MiBOS)**
 - a) SSO Production currently undersized, recommends expansion.
 - b) SSO QA Environment expanded to same size as Prod for these performance tests.
 - c) Investigate all content switches to ensure proper size allocations.
 - d) Increase Treasury's Production MTO environment.
 - e) Increase Treasury's QA Environment.
2. Install monitoring agents and SAP Decode on requested Servers and Network segments during performance testing cycles. **(Enterprise Monitoring).**
 - a) Review production setup for go-live monitoring.
3. Security firewall rules. **(Enterprise Security, Agency Services-Treasury, Telcom)**
 - a) New rules for expanded environment.
 - b) Apply recommend updates for increased throughput.
 - c) Add firewall rules to allow dynaTrace server to gather statistics.
4. Prepare Performance Test Data. **(Agency Services-Treasury, MiBOS, SSO, Deloitte)**
 - a) SSO, mass load pre-defined username/password.
 - b) One Stop, mass load Business accounts and sync-up with SSO.
 - c) SAP, mass load Business accounts and sync-up with One Stop.
 - d) Replicate volume of Data from Production to QA.
 - e) Prepare procedures to refresh the QA environment.
 - f) Provide credentials to Lochbridge TPS team.

GENERAL PROJECT ASSUMPTIONS

This Statement of Work is based on the assumptions noted in this section. Deviations that arise during the proposed engagement will be managed through the Change Control Process (CCP).

DTMB Assumptions

Necessary SME's will be available for one or two meetings a week and/or email questions as needed to advance the project.

DTMB designated Engagement Owner, Terry Wood, will act as the single point of contact for the project. This Executive sponsor is responsible for the oversight of the project, acting as liaison to facilitate the project team's work, and facilitating the Acceptance Procedure.

DTMB will make all relevant business and technical documentation available to the Lochbridge TPS team.

Machine logs will be made available for appropriate layers of infrastructure (web/app/database server, switch/firewall/load balancer, etc.).

All data from scripting and APM instrumentation will be derived from the QA environment and made available to the Lochbridge TPS team remotely or using some off line dynaTrace performance sessions.

Lochbridge Assumptions

1. Lochbridge will have access within two (2) business days to the DTMB's business and technical information needed to perform project duties.

Timely access to appropriate Subject Matter Experts when needed is available throughout the project.

Lochbridge will have access to the DTMB's systems and APM tools as required.

All currency values will be in US dollars.

Project Assumptions

1. Roles and Responsibilities are clearly defined for Lochbridge TPS project team and State of Michigan DTMB project personnel.

All analysis and recommendations will be focused on performance - anecdotal observations may be made to processes, resource or tool deficiencies but are not expected.

PROJECT CONTACT INFORMATION

Department of Technology, Management & Budget (DTMB) contacts

Resource Role	Resource Name
DTMB - Sr. Project Manager	Dave Gilliland GillilandD@michigan.gov O: 517-636-5006
DTMB - Agency Services	Neil Slagle Slaglen@michigan.gov O: 517-636-4741
DTMB - Information Architect - Agency Services for Treasury	Terry Wood WoodT@michigan.gov O: (517) 636-5094
Treasury, Tax Processing Bureau - Manager - Business Taxes	Michael F. Kelly KellyM@michigan.gov O: 517-636-4390
DTMB - Treasury - Business Relationship Manager	Lucy Pline plinel@michigan.gov
Infrastructure & Operations Technical Services Manager	Brad Settles, settlesb@michigan.gov O: 517-242-1521
Infrastructure & Operations Technical Services	Keith West Westk2@michigan.gov O: 517-436-4064
Analyst SSO - Infrastructure & Operations Technical Services	Magesh Boodhaguru boodhagurum@michigan.gov O: 517-636-0593 M: 517-322-2846

DTMB - Infrastructure & Operations	Aaron Chiles ChilesA@michigan.gov
DTMB - SAP	Doug Fuller FullerD1@michigan.gov O: 517-636-5048
DTMB - Manager - Enterprise Monitoring	Dave Bengel BengelD@michigan.gov O: 517-241-2921
DTMB - APM Specialist - Enterprise Monitoring	Amy Vance VanceA@michigan.gov O: 517-241-1642
DTMB - QA Lead	Pam Butler ButlerP4@michigan.gov O: 517-436-4824
DTMB - Agency Services	Phillip Hofmeister Hofmeisterp@michigan.gov O: 517-636-0131
DTMB - MTO User Interface (UX)	Chris Bourque BourqueC@michigan.gov
DTMB - PCO	Bill Howland HowlandW@michigan.gov
DTMB - AS-TREAS	Matt Williston willistonm@michigan.gov O: 517-636-6295
DTMB - Agency Services for Treasury	Dave Medford meffordd@michigan.gov M: 989.992.5059, O: 517.636.5459
DTMB	Laurie Westhall WesthallL@michigan.gov
DTMB	Robert Bonneau BonneauR@michigan.gov

Table 6 - Department of Technology, Management & Budget (DTMB) contacts.

Deloitte consultant contacts

Resource Role	Resource Name
SUW Phase 2 Lead Developer	Rakesh Dahagam DahagamR@michigan.gov radahagam@deloitte.com M: 614-678-9653
SUW Phase 2 Developer	Sudip Roy sudiroy@deloitte.com RoyS1@michigan.gov
SUW Phase 2 Developer	Vamsi Putta Vputta@deloitte.com Puttav@michigan.gov
SUW Phase 2 Developer	Matt Roman - St. Louis, MO mroman@deloitte.com M: 816-214-3755
SAP Netweaver Lead	Swaralipi Ghosh - Salt Lake City, UT ghoshsw@dor.state.ma.us, swarghosh@deloitte.com O: 215-282-1255, M: 215-327-0407

Table 7 - Deloitte consultant contacts.

SAP consultant contact

Resource Role	Resource Name
Lead Developer & Administrator	Gang Teng Sr. Consultant - Public Services & Healthcare - SAP gang.teng@sap.com O: 610-846-5439 M: 517-775-1841

Table 8 - SAP consultant contact.

IBM consultant contact

Resource Role	Resource Name
IBM - Tivoli (primary contact)	Jeanne Welivar jwelivar@us.ibm.com

Table 9 - IBM consultant contact.

HP (EDS) consultant contact

Resource Role	Resource Name
Senior Project Manager at EDS	Gregg Sorrell SorrellG@michigan.gov O: 517-636-6556

Table 10 - HP (EDS) consultant contact.

State of Michigan consultant contact

Resource Role	Resource Name
Lead - Single Sign On - Tivoli Administrator	Rick Golden goldenr@michigan.gov O: 517-636-6307

Table 11 - State of Michigan consultant contact.

Lochbridge consultant and sales representative contacts

Resource Role	Resource Name
Performance Technical Program Director	Martin Reniere Martin.Reniere@lochbridge.com M: 514-726-8647

Resource Role	Resource Name
Performance Architect	Veronika Caslavsky veronika.caslavsky@lochbridge.com O: 514-787-1749
Performance Engineer	Jeff Ealy jeff.ealy@lochbridge.com O: 734-239-3465
Project Manager	Shivkumar Ganesan Shivkumar.ganesan@lochbridge.com O: 630-699-5653
Professional Services - Account Manager	Brian Smith brian.smith@lochbridge.com O: 517-267-5255 M: 517-230-7650
TPS Business Development Director	Allan Techko allan.techko@lochbridge.com O: 313-227-0390 M: 248-990-1899

Table 12 - Lochbridge contacts.

TERMS AND CONDITIONS

The State of Michigan DTMB, The State of Michigan's Department of Management and Budget, Purchasing Operations, Compuware and CW Professional Services, LLC (DBA Lochbridge) agree that the work described herein shall be governed by the terms specified in Contract No. 071B1300038 (the "Agreement") dated September 30, 2010 between Compuware Corporation and the State of Michigan. No other terms and conditions apply. The parties agree that Lochbridge will be used as a subcontractor to perform services under this Statement of Work. Pursuant to Section 2.072 and 2.073 of the Agreement: i) The State of Michigan Department of Technology, Management and Budget, Purchasing Operations agrees to the use of Lochbridge as a subcontractor under this Statement of Work; and ii) Lochbridge agrees as a subcontractor to be bound by all the terms and conditions of the Agreement.

PRICING

FIXED PRICE

All services work performed by Lochbridge under this Statement of Work will be billed by Compuware on a Fixed Price basis. Compuware shall invoice State of Michigan DTMB a total of \$180,000 (for services work that Lochbridge has performed) of which \$90,000 will be billed after 4 weeks - the remaining \$90,000 will be billed upon the completion of contract signoff (December 15th '14). The investment outlined in this Statement of Work does include travel, accommodations, or per diem expenses.

- | | |
|--|---|
| <ul style="list-style-type: none"> • Address where State of Michigan DTMB will be billed: • <ul style="list-style-type: none"> • State Operations Center • 7285 Parsons Dr, • Dimondale, MI • 48821 | <p>Invoice to be sent to:</p> <p>DTMB Accounts Payable
Need Address</p> |
|--|---|

PAYMENT

Compuware shall invoice State of Michigan DTMB for Lochbridge services for a total of \$180,000 of which \$90,000 will be billed after 4 weeks - the remaining \$90,000 will be billed upon completion of contract signoff (December 15th '14)[Might need to review the date if the date of the fifth cycle is later than Dec 5]. Terms shall be net 30 days. All objections by State of Michigan DTMB must be made in writing to Compuware and Lochbridge within seven (7) days after receipt of the invoice. If no objections are received by Compuware and Lochbridge within such seven (7) day period, the invoice shall be deemed accepted by State of Michigan DTMB of such services provided by Lochbridge and paid according to the terms of the Agreement. The investment outlined in this Statement of Work does include travel, accommodations, or per diem expenses.

TAXES

State of Michigan DTMB shall be responsible for payment of all taxes, if any, levied upon the services provided under this Agreement excluding taxes based on Lochbridge' income.

DELIVERABLE ACCEPTANCE

Lochbridge will conduct a Deliverable Review and Sign-off process at the end of this project for the deliverables provided. Within three (3) business days of Lochbridge' notice, State of Michigan DTMB shall either (i) notify Lochbridge that State of Michigan DTMB accepts the Deliverables; or (ii) advise Lochbridge of any deficiencies in the Deliverables that do not substantially conform to the specifications in this Statement of Work. Lochbridge shall correct any further deficiencies that do not conform to the specifications in this Statement of Work. If State of Michigan DTMB fails to give notice within the time periods specified above then State of Michigan DTMB shall be deemed to have accepted such Deliverables. See Appendix C for the Project Completion Sign-off form.

The Lochbridge notification address is as follows:

Lochbridge
One Campus Martius
Detroit, MI 48226
Attention: Jerri Baker

REFERENCE

State of Michigan agrees that Lochbridge may publicly refer verbally and in writing, as a customer of Lochbridge. Without limiting the foregoing, Lochbridge may use State of Michigan's name and corporate logo in marketing and advertising material to identify Customer as a user of Lochbridge.

CHANGE CONTROL PROCESS

In the event that State of Michigan Treasury DTMB requests variances from the terms within this Statement of Work, including but not limited to additional Deliverables, timing changes or changes to the scope/deliverables of this Statement of Work, Lochbridge shall require a Change Request Form (Appendix A) be executed by authorized parties of both State of Michigan Treasury DTMB and Lochbridge. Any changes in an executed Change Request Form shall supersede conflicting provisions in this Statement of Work.



STATEMENT OF WORK ACCEPTANCE

The undersigned authorized representatives of State of Michigan DTMB and Lochbridge agree that they have reviewed this Statement of Work and its attachments, and accept and approve this document as the basis of definition for the work to be performed by Lochbridge.

For CW Professional Services, LLC

Signature: _____

Name: Marj Kozlowski

Title: President, Lochbridge

Date: _____

For State of Michigan Treasury - DTMB

Signature: _____

Name: David Gilliland

Title: State of Michigan DTMB,
Sr. Executive Project Manager

Date: _____

For Compuware Corporation

Signature: _____

Name: _____

Title: _____

Date: _____

For State of Michigan Department of Technology, Management and Budget, Purchasing Operations

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDICES

[Appendix A: Change Request Form](#)

[Appendix B: Deliverable Sign-Off Form](#)

[Appendix C: Project Completion Sign-Off Form](#)

[Appendix D: Glossary of Acronyms](#)



Change Request Form

Request Definition

Project Name: _____ Request #: _____

Project Phase: _____

Application: _____ Group: _____ Priority: _____

Requested By: _____ Date Opened: _____

Change Request Description: _____

Change Request Documentation Attached: _____ Yes / No _____ Date Needed: _____

PROJECT CHANGE

Change Impact Description: _____

Change Estimate: _____ Schedule Impact: _____ Days: _____ Cost: _____

Estimated Impact to Future Phases: _____ Days: _____ Cost: _____

Statement of Work Valid
Through: _____

Lochbridge Authorization: _____ Date: _____

Client Authorization: _____ Date: _____

Authorization to Proceed with Change: _____ Yes / No _____ Due Date: _____

Reason for Rejection: _____



Deliverable Sign-Off Form

Client Name: State of Michigan DTMB

Project Name: SUW Phase 2 - Technology Performance Management Engagement

Review Date:

Review Phase:

The following persons have reviewed the deliverables listed within this document. The signature of each person is accompanied by an indication that they have either approved the deliverables without condition, approved contingent upon the changes noted in comments below or do not approve the deliverable for the reasons noted in comments below.

Reviewer	Reviewer's Signature	Approved	Approved with Comment	Not Approved with Comment	Comment Number

Deliverables Reviewed	
1.	
2.	
3.	
4.	
5.	

Comments	
1.	
2.	
3.	

Project Completion Sign-Off Form

Please do not sign this page until work is complete.

THE SERVICES AND DELIVERABLES DESCRIBED IN THIS DOCUMENT AND IN ALL CHANGE REQUESTS APPROVED TO DATE HAVE BEEN DELIVERED. SIGNING THIS FORM CONSTITUTES PROJECT COMPLETION AND DELIVERABLE ACCEPTANCE.

Client Signature:

Name (Print):

Title:

Date:

Glossary of Project Acronyms

AM	Account Manager	QAA	Quality Assurance Architect
APM	Application Performance Monitoring	RFI	Request for Information
AUTH	Authorization Interface file	RFP	Request for Proposal
CCP	Change Control Process	RFQ	Request for Quote
CR	Change Request	SAN	Storage Area Network
DB	Database	SDLC	Software Development Life Cycle
DBA	Database Administrator or Doing Business As	SLP	Scripting and Load Preparation
DBMS	Database Management System	SME	Subject Matter Expert
DT	DynaTrace	SOC	State Operations Center
DTMB	Department of Technology, Management and Budget	SOM	State of Michigan
GDO	Global Delivery Organization	SOW	Statement of Work
LPR	Licenses, Permits and Registrations	SSO	Single Sign On
LPT	License Permit Type	STAT	Status file
MAIN	Michigan Administrative Information Network	SUT	System Under Test
MBOS	Michigan Business One Stop	SUW	Sales, Use, Withholding (Tax Payers)
MITAS	Michigan Integrated Tax Administration Processing System	T&M	Time and Material
MTO	Michigan Tax Online	TAM	Tivoli Access Manager
MSA	Master Service Agreements	TEFT	Test Execution and Fine Tuning
NAICS	North American Industry Classification Standards	TES	Test Environment Setup
PA	Performance Analyst	TIM	Tivoli Identity Manager
PCO	Project Coordination Office	TPD	Technical Program Director
PE	Performance Engineer	TPO	Technology Project Office
PM	Project Manager or Project Management	TPS	Technology Performance Services
PSA	Professional Service Agreement	UI	User Interface or
PSD	Professional Service Division	UIA	Unemployment Insurance Agency
PTE	Performance Test Engineer	UX	User Experience
PTI	Performance Test Infrastructure Analyst	VPN	Virtual Private Network
PTP	Performance Test Plan	VU	Virtual User
PTR	Performance Test Report	WBS	Work Breakdown Structure

Table 13 - State of Michigan SoW Glossary of Project Acronyms.



Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation	Rich Royer	Rich.royer@compuware.com
One Campus Martius	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48226	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Jarrold Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		

\$35,000.00	\$7,385,000.00
Effective August 11, 2014, this contract is increased by \$35,000.00 incorporating the attached Statement of Work (SOW) to complete tax system stress testing for Treasury. Compuware Corporation shall act as prime contractor and Lochbridge, as subcontractor. Without limiting the foregoing, all services and deliverables specified in this Statement of Work shall be performed and completed by Lochbridge. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement.	



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

Project Title: Services fo Tax Registration Stress Test Engagment	Period of Coverage: 05/19/2014 – 09/01/2014
Requesting Department: DTMB-Agency Services of Treasury	Date: 05/16/2014
Agency Project Manager: Doug Fuller	Phone: 636-5048
DTMB Project Manager: David Gilliland	Phone: 636-5006

Brief Description of Services to be provided:

BACKGROUND:

Tax registration website provides MI business the ability to file their monthly, quarterly and annual sales tax returns online. The number of MI businesses that will be filing is 200,000. The expected concurrent usage is 6,000 users. The end of each month is expected to drive significantly higher usage. Tax return submission is the only transaction that is in scope. Users access the application through two shared enterprise components: Tivoli Single Sign-On and Michigan one-stop service. Tax return submission transaction is a single step transaction that involves users entering multiple fields and submitting the form. The backend stores the data as an XML blob in the database.

SUW Project Timeline:

- SUW Phase II Website is planned to go live on Jan 15th 2015
- SUW Phase II Application Code will be done by Sept 1st 2014
- CW to perform stress test in advance to provide time for remediation of server or Network issues

PROJECT OBJECTIVE:

- The CW Professional Services team will perform the engagement in two stages. The first stage, "Stress Test Preparation Stage", can be executed before the code is developed. The second phase, Stress Test Execution Stage, will be performed as soon as the test environment and the code is ready

- Determine the break point for the Tax Registration Website
- Provide recommendations to improve scalability of the application

SCOPE OF WORK:

Project Scope and Tasks

Determine the break point for the Tax Registration Website and provide recommendations to improve scalability of the application

Title	Estimated Duration	Estimated Fees
Discovery	2.5 Weeks	17,500
Development Test Strategy	10.5 Weeks	17,500
Total Estimated Fees		\$35,000

TASKS:

I. Stress Test Preparation Stage –

Phase A: Discovery (1 week)

- Collect application documents (design, architecture, infrastructure, shared infrastructure, performance requirements)
- Get access to application and transaction walkthrough from the user perspective
- Establish requirements for application and infrastructure monitoring - dynaTrace and DCRUM (both Compuware technologies) to make sure we collect the relevant data.
- Interview various stakeholders for walkthrough (Business users for application, App architect for code and architecture, Infrastructure architect for infrastructure review)

Phase B: Develop Test Strategy (1week)

- Identify the right load generation technology and associated licenses
- Identify relevant components of the delivery chain including firewalls, single sign-on
- Develop a strategy to instrument various components of the application and the supporting infrastructure
- Develop a strategy for the creation of test data including user credentials

II. Stress Test Execution Stage

Phase C: Stress test preparation and execution (2 weeks)

- Create the test data for the stress tests

- Configure the instrumentation for the application and supporting infrastructure
 - Create the test scripts and develop a test execution plan
 - Execute the series of tests with varying workloads up to breakpoint load
- Phase D: Analysis and Recommendations (2 weeks)
 - Analyze the instrumentation data to determine bottlenecks
- Provide specific prioritized performance improvement recommendations across –
 - Application code
 - Application architecture – middleware, app server and db server
 - Infrastructure
- Provide an executive and detailed report on the engagement approach and findings

CW Professional Services Personnel:

Project Phase	Resource	Durations
Discovery	Performance Architect	1 Week
	Performance Engineer	1 Week
	Project Manager	0.5 Week
Develop Test Strategy	Performance Architect	1 Week
	Performance Engineer	1 Week
	Project Manager	0.5 Week
Stress Test Preparation and Execution Estimate	Performance Architect	2 Weeks
	Performance Engineer	2 Weeks
	Project Manager	1 Week
Analysis and Recommendations Estimate	Performance Architect	2 Weeks
	Project Manager	1 Week

DELIVERABLES:

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

- Stage 1: Stress test Preparation
- Stage 2: Stress test execution

ACCEPTANCE CRITERIA:

- Completion of the tasks listed above in the 'Tasks' section.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in adion to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a firm, fixed price basis not to exceed \$35,000.00. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will **NOT** pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Doug Fuller
DTMB-Agency Services for Treasury
Operations Center, 2nd Floor
7285 Parsons Dr.
Dimondale, Mi 48913
517-636-5048
517-636-5032
Fullerd1@michigan.gov

The designated DTMB Project Manager is:

David Gilliland
DTMB-Agency Services for Treasury
Operations Center, 2nd Floor
7285 Parsons Dr.

Dimondale, MI 48913
517-636-5006
517-636-5032
Gillilandd@michigan.gov

AGENCY RESPONSIBILITIES:

Assumptions and Responsibilities of Licensee

The responsibilities and assumptions are considered to be material contract duties of Licensee.

Licensee agrees that any estimates provided in this SOW may be subject to change if Licensee's responsibilities and Project assumptions are not fulfilled.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at the State of Michigan, Operation Center, 7285 Parsons Drive, Dimondale, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

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



Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

May 6, 2014

CHANGE NOTICE NO. 3
to
CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation	Rich Royer	Rich.royer@compuware.com
One Campus Martius	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48226	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Jarrold Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	Sept. 30, 2015



VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
\$350,000.00	\$7,350,000.00
Effective May 6, 2014, this contract is increased by \$350,000.00 and extended to September 30, 2015. Please also note that the buyer has been changed to Jarrod Barron. In addition, the attached table is incorporated. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on May 6, 2014.	

Compuware - 071B1300069	
Current Balance	\$ 1,209,222.65
DHS Renewal	\$ 28,000.00
DCO March Renewal	\$ 72,000.00
Balance after FY14 Releases	\$ 1,109,222.65
FY15 Guardians	\$ 600,000.00
FY15 Vantage Renewal	\$ 555,000.00
FY15 DHS Renewal	\$ 30,000.00
FY15 MDOS Renewal	\$ 12,000.00
FY15 Treasury Renewal (estimate)	\$ 10,000.00
Dynatrace Expansion (estimate)	\$ 250,000.00
Balance after FY15 Renewals	\$ (347,777.35)
To Add to Contract 071B1300069	\$ 350,000.00



Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

May 15, 2016

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation	Rich Royer	Rich.royer@compuware.com
One Campus Martius	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48226	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		Sept. 30, 2014



VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
\$2,000,000.00	\$7,000,000.00
Effective May 7, 2013, this contract is increased by \$2,000,000.00. In addition, the attached revised table is incorporated. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on May 7, 2013.	

071B1300069
Compuware Vantage Products and Services

1. Additional Cost Table to the Contract (revision of items included in CCN#1):

Product Family	Product Description	Quantity	Annual License Cost 12 months maintenance is included
dynaTrace Deep Transaction Management (DTM)			
<u>dynaTrace JVM Agent</u>	Agent for Java Platform	1 JVM	\$4,333
Maintenance/2 Nd Year	Annual Renewal	NA	\$779.94
<u>dynaTrace .NET/WOSI Agent</u>	Agent for .NET Platform	1 WOSI	\$4,333
Maintenance/2 Nd Year	Annual Renewal	NA	\$779.94
dynaTrace User Experience Management	Product Description	Quantity	Cost
<u>2M Annual "Visits" (Block)</u> Includes 4 Browser Agency (AJAX Edition Premium for Production. Includes 5 WebServer Agents for UEM	2 Million Visits	1	\$35,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$6300
<u>12.5M Annual "Visits" (Block)</u> Includes 10 Browser Agency (AJAX Edition Premium for Production. Includes 15 WebServer Agents for UEM	12.5 Million Visits	1	\$95,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$17,000
<u>50M Annual "Visits" (Block)</u> Includes 16 Browser Agency (AJAX Edition Premium for Production. Includes 25 WebServer Agents for UEM	50 Million Visits	1	\$160,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$28,000

2. Revised Items to the Cost Table in Attachment 1:

Services Offering	Offering Detail	Quantity	Annual Renewal Cost
Guardian Services "Platinum"	14 Weeks additional "On-Demand" Hours	1	\$300,000
Guardian Services "Gold"	6 Weeks additional "On-Demand" Hours	1	\$225,000

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B1300069
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation	Rich Royer	Rich.royer@compuware.com
One Campus Martius	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48226	(313) 227-8877	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Compuware Vantage Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2014	2, one year	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		Sept. 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$5,000,000.00		
Effective April 4, 2013, this contract is updated with the addition of the attached Cost Table. Please also note				

that the buyer has been changed to Reid Sisson. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

071B1300069
Compuware Vantage Products and Services

3. Additional Cost Table to the Contract:

Product Family	Product Description	Quantity	Annual License Cost 12 months maintenance is included
dynaTrace Deep Transaction Management (DTM)			
<u>dynaTrace JVM Agent</u>	Agent for Java Platform	1 JVM	\$4,333
Maintenance/2 Nd Year	Annual Renewal	NA	\$779.94
<u>dynaTrace .NET/WOSI Agent</u>	Agent for .NET Platform	1 WOSI	\$4,333
Maintenance/2 Nd Year	Annual Renewal	NA	\$779.94
dynaTrace User Experience Management	Product Description	Quantity	Cost
<u>2M Annual "Visits" (Block)</u>	2 Million Visits	1	\$35,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$6300
<u>12.5M Annual "Visits" (Block)</u>	12.5 Million Visits	1	\$95,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$17,000
<u>50M Annual "Visits" (Block)</u>	50 Million Visits	1	\$160,000
Maintenance/2 Nd Year	Annual Renewal	NA	\$28,000

4. Revised Items to the Cost Table in Attachment 1:

Services Offering	Offering Detail	Quantity	Annual Renewal Cost
Guardian Services "Platinum"	14 Weeks additional "On-Demand" Hours	1	\$300,000
Guardian Services "Gold"	6 Weeks additional "On-Demand" Hours	1	\$225,000

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 3, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
OF
CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR Compuware Corporation One Campus Martius Detroit, MI 48226 Email: rich.royer@compuware.com		TELEPHONE Rich Royer 313-227-8877
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-3993 Dale N. Reif
Contract Compliance Inspector: Michael Breen Compuware Vantage Products and Services		
CONTRACT PERIOD: 4 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2014		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

TOTAL ESTIMATED CONTRACT VALUE: \$5,000,000.00

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

CONTRACT NO. 071B1300069
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Rich Royer 313-227-8877
Compuware Corporation One Campus Martius Detroit, MI 48226 Email: rich.royer@compuware.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-3993 Dale N. Reif
Contract Compliance Inspector: Michael Breen Compuware Vantage Products and Services		
CONTRACT PERIOD: 4 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2014		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #RFP-DR-084R0200115 this Contract Agreement and the vendor's quote dated 8/19/2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$5,000,000.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. RFP-DR-084R0200115. Orders for delivery will be issued directly by the Department of Technology, Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	FOR THE STATE:
Compuware Corporation	
Firm Name	Signature
	Greg Faremouth, Director

Authorized Agent Signature
Michael Olejniczak

Authorized Agent (Print or Type)

Date

Name/Title
IT Division, Purchasing Operations

Division

Date



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

Buyer Name: Dale N. Reif
Telephone Number: (517) 373-3993
e-mail Address: reifd@michigan.gov

Contract Number: 071B1300069

Compuware Vantage product and Services
for the
Department of Technology, Management and Budget (DTMB)
Data Center Operations (DCO)



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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This Contract is to supply the State of Michigan with Compuware Vantage software licenses, Vantage Software support services, and Vantage training.

The State has made an investment in this suite of software and the State needs to maintain and support this Software suite for the next 3 years while the State of Michigan determines a consolidated strategy for enterprise monitoring for the future. This Contract addresses the State's interim needs until a direction change has been determined and implemented.

1.002 BACKGROUND

The Department of Technology, Management and Budget (DTMB), Data Center Operations (DCO) provides centralized hosting services for all State of Michigan Agencies. These services include the acquisition of hardware, software, operational and technical support for the State's mainframes and over 4,000 servers. In addition, DCO is responsible for monitoring system performance and recommending improvements in security, performance, and responsiveness to meet future computing demands in a timely manner.

The State of Michigan has purchased Compuware Vantage licenses, agents and maintenance for a set number of applications and monitoring locations. The Compuware Vantage software is used by the State to provide application monitoring services for the State of Michigan's most critical applications. The State has acquired several Vantage software licenses along with maintenance through another contract that expires this year, but the State may need to acquire additional licenses over the next three years for other critical applications. As the popularity of this tool set has grown, the DCO has had a host of requests from all State Agencies to implement this monitoring function on their critical applications. As new applications are introduced (DHS-Bridges, DCH-Champs, Attorney General-Legal Files) are examples of some of the newer applications we have recently been asked to monitor. Listed below are a few more that are in our current monitoring queue:

DTMB – MICloud

DHS – 8 critical applications: FSP, SWOS, SWSS, ASCAP, ADSUP, CDC (Child Day Care), Lasr, CTP.

Corrections - NextGEN

The State will use this contract to purchase additional licenses, services specific to the Compuware Vantage Software suite of tools, Software support and training. The State has already purchased a set number of "Guardian days" from Compuware to be used as needed for support from September 31 2010 through March 2011 thru another contract vehicle for the licenses already owned by the State. The State of Michigan will need to acquire additional support for these products until the State has determined its consolidated and strategic direction for enterprise monitoring in the future.

The Compuware Vantage product set plays a very important part of our Enterprise Monitoring "Triage" tool set. DCO is able to use the Vantage tools to take a deep dive look into the actual application and network performance. We are often called in to provide emergency triage service when an Agency has deployed a new application or a new version of an application and are experiencing performance problems. The tool set has been found to be essential in finding root cause information to combat these performance issues. We also have several Triages' underway for problematic Applications. These tools are only used when our Application Development, Technical Support or Network Staff have exhausted their ability to find problems with the application. For complicated triage work, we often have to rely upon Compuware Staff to perform the more complex triage work. The State Staff works closely with Compuware during this work, so that we can learn from the experts. We expect in time, our State staff will be trained and experienced enough to do this work ourselves.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE



This Contract consists of the following scope:

- Compuware Vantage software licenses (see Attachment 2)
- Software support services
- Training.

The State reserves the right to purchase additional software licenses, training, services, maintenance and support. These additional purchases may require an amendment to the Contract and may require approval from the State Administrative Board.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

Services or Licenses not specific to the Compuware Vantage Software Suite are out of the scope of this Contract.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

All services and products provided under this Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

The Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Technology Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. Any changes must be approved, in writing, by the State's Project Manager and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

The State's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

**IT eMichigan Web Development Standard Tools:**

http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

1.104 Work and Deliverable**Product and Services to be provided and associated deliverables:**

The Contractor shall provide Software Licenses, Consulting Services, and Training related to the Compuware Vantage Software Suite, and otherwise supply all things necessary or incidental to provide the functionality required for Compuware Vantage monitoring services, in accordance with the requirements as set forth below.

Contractor will supply Vantage Premium Guardian Services (See Attachment 4).

A. Compuware Vantage Software Licenses and software support

The Contractor must supply licenses, maintenance and documentation for the products listed in Attachment 2. Additional products may be added to the contract in the future. The table lists all of the products that the State has purchased to date from Compuware.

B. Compuware Vantage Software Support Services

The Contractor must supply Vantage Software Support Services. The State will purchase services and technical support for the Compuware Vantage tool set the State has already acquired, or for products the State may acquire in the future. The support is to be used as needed for support throughout the year, and services related to the deployment of these tools. These tools are only used when the State's Application Development, Technical Support or Network Staff have exhausted their ability to find problems with the application. For complicated Triage work, DCO often has a need for technical assistance to perform the more complex Triage work.

C. Compuware Vantage Training Services

The Contractor must supply Vantage Training Services. The State has purchased 4 weeks of training thru our Platinum Premium Support, but may need additional training in the future. The training may be supplied on-site at a training facility agreed to by the Contractor, or in a training room supplied by the State. Training can be acquired based on a per person price, a series of classes or a single classroom training session.

1.200 Roles and Responsibilities**1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

The Contractor must provide and keep current an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for any work performed through this contract from this RFP.

The Contractor's Single Point of Contact (SPOC) for this contract is:

Rich Royer

Rich.royer@compuware.com

313-227-8877



The duties of the SPOC shall include, but not be limited to:

- Serve as the point person for all Contract issues.
- Coordinate and oversee the day-to-day Contract activities.
- Manage all defined Contractor responsibilities in this Scope of Services.
- Support the management of the Contract by preparing and reviewing project documents and materials, managing and reporting on the project's budget.
- Advising the State of performance under the terms and conditions of the Contract.
- Assess and report project feedback and status.
- Proactively propose/suggest options and alternatives for consideration

The SOM reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the SOM, adequately serving the needs of the SOM.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. All contractor Personnel may be subject to the State's interview and approval process. Any staff substitution must have the prior approval of the SOM.

On Site Work Requirements

Location of Work - The support services available through the contract are to be performed, completed, and managed at a State of Michigan office building or one of the State of Michigan Data Centers.

Hours of Operation - Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet State of Michigan Enterprise Monitoring timelines. No overtime will be authorized or paid. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. If needed, the State will provide an acceptable work location to be used by Contractor staff.

Travel - No travel, travel time or travel expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.

Additional Security and Background Check Requirements - Contractor must agree to have all contractor staff performing work through this contract submit to a Michigan State Police Background checks (ICHAT). Any contractor staff that does not pass this check with a satisfactory rating will not be allowed to do work through this contract, and must be removed from the State's contract and replaced with an alternative contractor with the same experience and knowledge set.

In addition, the Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints check. An unsuccessful NCIC check will result in immediate removal from this project, and contractor must substitute another contractor with the same Compuware Vantage experience and knowledge set.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State team will consist of the following:

State Project Manager- DTMB

Name	Agency/Division	Title
David Bengel	DTMB	Enterprise Monitoring and Platform Services Manager.

Contract Administrator - DTMB

Name	Agency/Division	Title
Michael Breen	DTMB	Contract Administrator

The State may provide work space, telephone and access to multifunction devices for the Contractor's use



1.300 Project Governance

The Contractor will provide a Primary Point of contact for the SOM to check on status.

A. Orientation Meeting

1. Within 10 business days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings (Monthly)

1. The State will require the Contractor to attend, at a minimum, monthly meetings to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.

The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

1.400 Project Management – Deleted NA

1.500 Acceptance – Deleted NA

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

1. Firm, fixed price for products
 - The Contractor must submit a firm fixed price for all software licenses or services acquired through this Contract.
2. Time and Materials
 - Contractor must provide a process for acquiring services or support services provided through this contract as listed in the cost table.
 - Contractor will submit monthly invoices for services.
3. 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 DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect.
4. The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Purchase Orders executed under it.
5. Payment Terms: Net 45 days.

Method of Payment

The project will be paid by the methods listed above. The Pricing Model (Attachment 1) must be used as the format for submitting pricing information.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

**Invoicing**

Contractor will submit properly itemized invoices to "Bill to" Address on Purchase Order. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discounts.

1.602 TAXES**Sales Tax:**

For purchases made directly by the State for tangible or movable property the State is exempt from State and Local Sales Tax and such taxes must not be included in the Contractors pricing. Exemption Certificates for State Sales Tax will be furnished upon request.

For purchases made directly by the State for intangible or non-movable property the State is not exempt from State and Local Sales Tax and such taxes must be included in the Contractors pricing.

Federal Excise Tax:

The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.603 HOLD BACK

The State shall have the right to hold back, as a retainage, 10% ten percent of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.



Article 2 - Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of 4 years beginning October 1, 2010 through September 30, 2014. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

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

2.003 LEGAL EFFECT

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

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

2.004 ATTACHMENTS & EXHIBITS

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

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

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



2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration

2.021 ISSUING OFFICE

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

Dale N. Reif
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: Reifd@michigan.gov
Phone: (517) 373-3993

2.022 CONTRACT COMPLIANCE INSPECTOR

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



authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Michael Breen
Department of Technology, Management, and Budget
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909breenm@michigan.gov
517-241-7720
517-241-8852

2.023 PROJECT MANAGER

The following individuals will oversee the project:

David Bengel, Enterprise Monitoring and Platform Services Manager
Department of Information Technology
515 Westshire
Lansing, MI 48913
bengeld@michigan.gov
517-241-2921
517-241-1769

2.024 CHANGE REQUESTS

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

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

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



- (1) **Change Request at State Request**
If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- (2) **Contractor Recommendation for Change Requests:**
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

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

State:

State of Michigan
Purchasing Operations
Attention: Dale N. Reif
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

Compuware Corporation
One Campus Martius
Detroit, MI 48226

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

**2.026 BINDING COMMITMENTS**

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

2.027 RELATIONSHIP OF THE PARTIES

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

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 MEDIA RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

**2.033 PERMITS**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions**2.041 FIXED PRICES FOR SERVICES/DELIVERABLES**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract,



2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

**2.050 Taxes****2.051 EMPLOYMENT TAXES**

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 CONTRACTOR PERSONNEL QUALIFICATIONS**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL – DELETED NA**2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE’S REQUEST**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor’s offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

**2.065 CONTRACTOR IDENTIFICATION**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor**2.071 CONTRACTOR FULL RESPONSIBILITY**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the



Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data. Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the

Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.



2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.



2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.



2.120 Warranties

- 2.121 WARRANTIES AND REPRESENTATIONS – DELETED NA**
- 2.122 WARRANTY OF MERCHANTABILITY – DELETED NA**
- 2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE – DELETED NA**
- 2.124 WARRANTY OF TITLE – DELETED NA**
- 2.125 EQUIPMENT WARRANTY – DELETED NA**
- 2.126 EQUIPMENT TO BE NEW – DELETED NA**
- 2.127 PROHIBITED PRODUCTS – DELETED NA**
- 2.128 CONSEQUENCES FOR BREACH – DELETED NA**

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☒ 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum



limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as

specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and



reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

**2.150 Termination/Cancellation****2.151 NOTICE AND RIGHT TO CURE**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of



termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.



2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES – DELETED NA

2.172 CONTRACTOR PERSONNEL TRANSITION – DELETED NA

2.173 CONTRACTOR INFORMATION TRANSITION – DELETED NA

2.174 CONTRACTOR SOFTWARE TRANSITION – DELETED NA

2.175 TRANSITION PAYMENTS – DELETED NA

2.176 STATE TRANSITION RESPONSIBILITIES – DELETED NA

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.



2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

- (a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:
 - (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.



If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with



governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.
 - (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.



2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES – DELETED NA

2.244 EXCUSABLE FAILURE – DELETED NA

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES – DELETED NA

**2.252 CONTRACTOR SYSTEM TESTING – DELETED NA****2.253 APPROVAL OF DELIVERABLES, IN GENERAL – DELETED NA****2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES – DELETED NA****2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES – DELETED NA****2.256 FINAL ACCEPTANCE – DELETED NA****2.260 Ownership****2.261 OWNERSHIP OF WORK PRODUCT BY STATE – DELETED NA****2.262 VESTING OF RIGHTS – DELETED NA****2.263 RIGHTS IN DATA – DELETED NA****2.264 OWNERSHIP OF MATERIALS – DELETED NA****2.270 State Standards****2.271 EXISTING TECHNOLOGY STANDARDS**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see

http://www.michigan.gov/documents/PCAcceptableUsePolicy1460_1_72034_7.pdf. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing**2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY – DELETED NA****2.282 STATE EMPLOYEE PURCHASES – DELETED NA****2.290 Environmental Provision**

This section intentionally left blank.

2.300 Deliverables**2.301 SOFTWARE – DELETED NA****2.302 HARDWARE – DELETED NA****2.310 Software Warranties****2.311 PERFORMANCE WARRANTY – DELETED NA****2.312 NO SURREPTITIOUS CODE WARRANTY – DELETED NA**



- 2.313 CALENDAR WARRANTY – DELETED NA
- 2.314 THIRD-PARTY SOFTWARE WARRANTY – DELETED NA
- 2.315 PHYSICAL MEDIA WARRANTY – DELETED NA

2.320 Software Licensing

- 2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR – DELETED NA
- 2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR – DELETED NA
- 2.323 LICENSE BACK TO THE STATE – DELETED NA
- 2.324 LICENSE RETAINED BY CONTRACTOR – DELETED NA
- 2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES – DELETED NA

2.330 Source Code Escrow

- 2.331 DEFINITION – DELETED NA
- 2.332 DELIVERY OF SOURCE CODE INTO ESCROW – DELETED NA
- 2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW – DELETED NA
- 2.334 VERIFICATION – DELETED NA
- 2.335 ESCROW FEES – DELETED NA
- 2.336 RELEASE EVENTS – DELETED NA
- 2.337 RELEASE EVENT PROCEDURES – DELETED NA
- 2.338 LICENSE – DELETED NA
- 2.339 DERIVATIVE WORKS – DELETED NA



Contract Glossary and Acronym List

Item	Description
Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – NA	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services



Item	Description
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

**Data Center Operations Glossary and Acronym List**

Centralized Hosting Services	It provides a consolidated, fully monitored and managed environment for hosting departments' Web sites or Secure FTP sites. It provides a more secure environment and less effort to manage.
DCO	The DTMB's Data Center Operations provides centralized hosting services for all State of Michigan Agencies. These services include the acquisition of hardware/software, operational and technical support for the State's mainframes and over 4,000 servers. In addition, DCO is responsible for monitoring system performance and recommending improvements in security, performance, and responsiveness to meet future computing demands in a timely manner. Data Center Operations also has responsibility for Scheduling and Data Entry Services.
Enterprise Monitoring and Platform Services	Organization within Data Center Operations with responsibility for Enterprise Platform and Enterprise Monitoring Services.
OAG	Office of the Auditor General.
SMC	Service Management Center.



Attachment 1 - Pricing

Software Pricing

Software	Quantity	License Type	Unit Price
Vantage Base	1	Server	\$37,783.38
Vantage Real User Monitoring - Agentless Monitoring (Per Device)	1	Server	\$25,188.91
Vantage Monitoring Units	1	Server	\$15,113.35
Vantage Analysis Units (VAU)	1	Server	\$37,783.38

Table 1: Software Costs

Product Family	Product Description	Quantity	Annual License Cost 12 months maintenance is included	1 year Maintenance Cost 2 nd year Maintenance
Vantage Analyzer	Vantage Analyzer	10 CPU Pack	\$ 15,113.35	\$ 2,720.40
Application Vantage:		1	\$ 37,783.38	\$ 6,801
	Application Vantage Base		\$ Included	\$
	Application Vantage Base (Professional Edition)		\$ Included	\$
	Expert Analysis Module		\$ Included	\$
	Expert Analysis Module (Professional Edition)		\$ Included	\$
	Extended Merge Module		\$ Included	\$
	Extended Merge Module (Professional Edition)		\$ Included	\$
	Unattended Capture Manager		\$ Included	\$
	Unattended Capture Manager (Professional Edition)		\$ Included	\$
	WAN Deployment Expert		\$ Included	\$
	WAN Deployment Expert (Professional Edition)		\$ Included	\$
	Oracle Decode		\$ Included	\$
	MS SQL Decode		\$ Included	\$
	HTTPS Decode		\$ Included	\$
	IBM UDB		\$ Included	\$
Client Vantage	Client Vantage Base		\$ Included	\$
	GUI Transactions	15 Transactions	\$ 15,113.35	\$ 2,720.40
	Active Transaction Monitoring - Transactions	15 Transactions	\$ 15,113.35	\$ 2,720.40
	Client Vantage Active	15	\$ 15,113.35	\$ 2,720.40



Product Family	Product Description	Quantity	Annual License Cost 12 months maintenance is included	1 year Maintenance Cost 2 nd year Maintenance
	Transaction Pack	Transactions		
	GUI Script Developer	Included	\$	\$
	Agent less Monitoring Device - Tier 2	1	\$ 25,188.91	\$ 4,534
	Agent less Monitoring Device - SSL Support	1	\$ 15,113.35	\$ 2,720.40
	Auto Checks	150 Pack	\$ 15,113.35	\$ 2,720.40
	Vantage Analysis Server - Tier 2	1	\$ 37,783.38	\$ 6,801
	Vantage Analysis Server	1	\$ 37,783.38	\$ 6,801
	MS SQL Analysis Module	1	\$ 15,113.35	\$ 2,720.40
	Oracle Analysis Module	1	\$ 15,113.35	\$ 2,720.40
	Thin Client Analysis Module	1	\$ 15,113.35	\$ 2,720.40
	Web Analysis Module	1	\$ 15,113.35	\$ 2,720.40
	XML Transaction Analysis Module	1	\$ 15,113.35	\$ 2,720.40
	Vantage Monitor for SNMP		\$ N/A	\$
	SNMP Metrics		\$ N/A	\$
	Vantage Service Manager - up to a 500 Server Environment	100 OSI	\$ 15,113.35	\$ 2,720.40
	Vantage 3 rd Party Data Integration			
Network Vantage	Network Vantage Base		\$ Included	\$
	Probe License	2 Pack	\$ 15,113.35	\$ 2,720.40
Server Vantage	Server Vantage Base		\$ Included	\$
	Server Vantage Agents System Agent – UNIX System Database Application Agent – UNIX System Database Application Agent – WINDOWS System Database Application Agent – LINUX System Agent – UNIX System Database Application Agent – UNIX Agent less Monitor	40 Pack	\$ 15,113.35	\$ 2,720.40



Gomez



Compuware Corporation
Product Price List

Effective July 2010
United States (U.S. Dollar)

<u>Web Performance Monitoring</u>					
Active Monitoring Suite ¹					
Active Streaming XF					
Actual Experience XF					
Active Mobile XF					
Active Data Center XF - Inbound					
Web Performance Monitoring Suite ²					
<u>Cross Browser Testing</u>			<u>Web Performance and Load Testing</u>		
<u>Reality View XF</u>			<u>Reality Load XF</u>		
Plan Level	XF Measurements Per Month	Annual Price	Plan Level	Virtual User Hours Per Year	Annual Price
A	10,000	4,440	A	400	4,440
B	25,000	8,400	B	1,000	8,400
C	50,000	14,400	C	2,000	14,400
0	100,000	25,000	0	4,000	25,000
1	250,000	50,000	1	10,500	50,000
2	500,000	75,000	2	23,000	75,000
3	750,000	98,000	3	37,500	98,000
4	1,000,000	119,000	4	54,000	119,000
5	1,500,000	158,000	5	90,000	158,000
6	2,250,000	214,000	6	150,000	214,000
7	3,000,000	268,000	7	225,000	268,000
8	4,000,000	338,000	8	340,000	338,000
9	5,000,000	407,000	9	450,000	407,000
10	6,000,000	475,000	10	530,000	475,000
11	7,000,000	542,000	11	600,000	542,000
12	8,000,000	608,000	12	675,000	608,000
13	10,000,000	738,000	13	820,000	738,000
Implementation Fee (required for the first contract year of all New Sales)			8% of Total Product		

NOTE: Pricing for contract sizes larger than Plan Level 13 must be approved by the Gomez division President.

<u>Overage Charges (Additional fee when actual consumption exceeds licensed Plan Level)</u>	
Per One XF Measurement	0.037
Per One Virtual User Hour	11.10

<u>Web Performance Business Analysis</u>		Annual Price
Benchmarks		
Homepage Benchmark	Per Benchmark	12,000
Financial Services Benchmark	Per Benchmark	30,000
Non-Financial Services Benchmark	Per Benchmark	15,000
Business Pulse XF (Dashboards)		
Level 1	Up to 20,000 Page Views per Month	12,000
Level 2	Up to 100,000 Page Views per Month	20,000

<u>Other</u>		Annual Price
Private Network Fees		
Private Network XF (two year minimum lease on hardware)	Per Private Agent	6,500
Implementation Fee (required one-time charge)	Per Private Agent	2,500
Active Data Center - Outbound		6,000

¹ The Active Monitoring Suite includes access to the following features: Active Network XF, Last Mile XF, Private Network XF Measurements, Private Location XF, Operations Dashboard, Screen Capture on Error, and XML Datafeeds; combined consumption is limited to the Plan level purchased

² The Web Performance Monitoring Suite includes access to the following features: Active Network XF, Last Mile XF, Private Location XF, Active Streaming, Actual Experience XF, Reality View XF, Operations Dashboard, Screen Capture on Error, XML Datafeeds and one Benchmark; combined consumption is limited to the Plan level purchased

Prices and conditions are subject to change without notice. This document and the information contained herein are confidential and proprietary information of Compuware Corporation and may not be used by, or disclosed or distributed to any third party except as specifically authorized in writing by an officer of Compuware Corporation. All Compuware products and services listed within are trademarks or registered trademarks of Compuware Corporation. All other company or product names are trademarks of their respective owners.

**Table 2: Pricing Proposal Consulting Rates**

Staffing Category (Vendor to add consulting service categories as appropriate below)	Quantity	Firm Fixed Rate
Guardian Days	1 day	\$1,148.61
	1 Week	\$5,743.05
Vantage Guardian Premium Services	1 Year (Platinum)	\$300,000
Triage Services	1 person, 1 day	\$1,914.36
Triage Services	2 people, 1 day	\$3,828.72
Triage Services	1 person, 1 week	\$9,571.80
Triage Services	2 people, 1 week	\$19,143.60

Notes:

1. Rates are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.

Table 3: Pricing Proposal Training Rates

Training Class and duration (Vendor to complete list of classes available to the State through the contract).	Rate for a class On-Site training (at a State Location)	Rate for a Class Training (at approved training provider)	Per Student Rate. Training to be held at an approved training provider location.
Sample Class A - 1 week training	\$1,914.36	\$1,914.36	\$600.00
Sample Class B - 1 day class	\$1,914.36	\$1,914.36	\$600.00

Notes:

Training Rates are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed.



Attachment 2 - Software

PRODUCT FAMILY	PRODUCT DESCRIPTION
Vantage Analyzer	Vantage Analyzer
Application Vantage:	Application Vantage Base Application Vantage Base (Professional Edition) Expert Analysis Module Expert Analysis Module (Professional Edition) Extended Merge Module Extended Merge Module (Professional Edition) Unattended Capture Manager Unattended Capture Manager (Professional Edition) WAN Deployment Expert WAN Deployment Expert (Professional Edition) Oracle Decode MS SQL Decode HTTPS Decode IBM UDB
Client Vantage	Client Vantage Base GUI Transactions Active Transaction Monitoring - Transactions Client Vantage Active Transaction Pack GUI Script Developer Agent less Monitoring Device - Tier 2 Agent less Monitoring Device - SSL Support Auto Checks Vantage Analysis Server - Tier 2 Vantage Analysis Server MS SQL Analysis Module Oracle Analysis Module Thin Client Analysis Module Web Analysis Module XML Transaction Analysis Module Vantage Monitor for SNMP SNMP Metrics Vantage Service Manager - up to a 500 Server Environment
Network Vantage	Network Vantage Base Probe License
Server Vantage	Server Vantage Base Server Vantage Agents System Agent - UNIX System Database Application Agent - UNIX System Database Application Agent - WINDOWS System Database Application Agent - LINUX System Agent - UNIX System Database Application Agent - UNIX Agent less Monitor



Attachment 3 – License Agreement

LICENSE AGREEMENT

Agreement No. 151599

This License Agreement is between COMPUWARE CORPORATION (Compuware) and Licensee:

Licensee Name: State of Michigan Dept of Information Technology (Licensee)
 Street Address: George W. Romney Building, 8th Floor, 111 South Capital Avenue
 City: Lansing State: MI Zip: 48913

1. DEFINITIONS

The following terms shall have the meanings set forth below, unless otherwise indicated:

- (a) "Agreement" means this License Agreement, including Product Schedules and written amendments that have been signed by both parties.
- (b) "Concurrent User(s)" means the maximum number of users who are licensed to access the Software through a network connection at any given time, as set forth on the Product Schedule.
- (c) "Licensed Computer(s)" means the designated processing unit(s) owned or leased by Licensee, upon which the Software is licensed to operate, as set forth on the Product Schedule.
- (d) "Licensed Location(s)" means the physical location(s) at which the Software is licensed to operate, as set forth on the Product Schedule.
- (e) "Named Users" means the maximum number of identified individual computers on which Users are authorized to access the Software on the Licensed Computers, as set forth on the Product Schedule.
- (f) "Product Schedule" means the most recent document listing the Software licensed under this Agreement. Each Product Schedule shall be incorporated by reference in its entirety into this Agreement.
- (g) "Software" means the proprietary software product(s) provided in machine-readable form, including any related User Documentation.
- (h) "Users" means either Named, Concurrent or Virtual Users.
- (i) "User Documentation" means Software user manuals and other user documents normally provided by Compuware to its licensees, whether in printed or electronic form.
- (j) "Virtual User(s)" means the total number of simulated, simultaneous client connections to a server, as set forth on the Product Schedule.

2. LICENSE GRANT

- (a) Upon Compuware's acceptance by counter-signature of the Agreement and each Product Schedule, Compuware grants to Licensee a non-exclusive, non-transferable, personal license to use the Software solely under the terms of this Agreement. The Software may be used only at the Licensed Locations and on the Licensed Computers, for the term, license type specified and up to the total number of Users as set forth on the Product Schedule. If the Users are Named Users, the Software may only be installed on individual single processing units and only Licensee employees using those single processing units shall have access to the Software.

Licensee shall implement technical or procedural methods to prevent use of the Software other than as explicitly authorized under this Agreement.

The Software may be used only by Licensee, for the benefit of Licensee, to process Licensee's own data for Licensee's own internal operations. The Software may also be used by Licensee contractors under obligation of non-disclosure solely for the benefit of Licensee. Licensee shall ensure that each person authorized to use the Software under the terms of this Agreement is informed of and agrees to conform to the obligations of the Licensee hereunder. Licensee may not use the Software to offer data processing services to third parties, including but not limited to timesharing, facilities management, outsourcing

or service bureau use, or for any other third party commercial purpose or gain, unless (i) Licensee executes, and pays the fees associated with a Compuware license for third party use, or (ii) the use is otherwise authorized in writing by Compuware.

- (b) Licensee may license the Software for additional Licensed Computers, Users, alternate operating systems and Licensed Locations, or, subject to Maintenance Service being current alternate Licensed Computers by obtaining written authorization from Compuware for such use and by paying the then-current fees, if any.
- (c) Licensee may use the internal backup copy of the Software temporarily on an alternate processing unit other than the Licensed Computer. Such use shall be limited to preparation of disaster recovery procedures or for use for a reasonably necessary period while the Licensed Computer is inoperable due to the disaster. Any other use on an alternate processing unit requires Compuware prior written approval.
- (d) Licensee's use rights in Software shall include any Licensee subsidiary which is greater than fifty (50%) percent owned by Licensee provided such subsidiary agrees to comply with the terms and conditions of this Agreement.
- (e) Licensee shall maintain accurate records of the use of the Software. At Compuware's request, Licensee shall certify in writing all Software use information reasonably requested by Compuware, including but not limited to the number of Users, location, and processing units, together with identification numbers or names of such processing units, on which the Software is or has been installed. Licensee shall provide Compuware with reasonable access to Licensee's records and systems to verify such certification.
- (f) In no event may the Software be used or transferred outside of the country boundaries in which the Software is originally licensed.

3. PAYMENTS

Licensee shall pay Compuware the amounts set forth on any invoice resulting from this Agreement within thirty (30) days of the date of the invoice. Compuware may impose a late payment charge equal to the lesser of 1 ½% per month or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth on a purchase order or invoice.

4. TITLE, PROPRIETARY RIGHTS AND NON-DISCLOSURE

- (a) Title and full ownership rights to the Software licensed under this Agreement and all intellectual property rights therein including patent, copyright, trademark and trade secret rights shall remain with Compuware or, where applicable, its third party providers.
- (b) Licensee acknowledges and agrees that (i) the Software is the property of and contains trade secrets of Compuware, and (ii) Licensee shall keep in confidence and protect the Software from disclosure to unauthorized parties, and restrict its use as provided in this Agreement. Licensee acknowledges that unauthorized disclosure of the Software may cause irreparable harm and substantial economic loss to Compuware or its third party providers. Compuware reserves all rights granted to it under the copyright, patent and other intellectual property laws of the United States.

ENTIRE AGREEMENT

HAVING READ THE ENTIRE AGREEMENT, THE PARTIES AGREE TO BE BOUND AND ABIDE BY ITS TERMS AND CONDITIONS. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND SUPERCEDES ALL PRIOR OR CONCURRENT PROPOSALS AND OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SOFTWARE, WHETHER ORAL OR WRITTEN, AS WELL AS THE TERMS AND CONDITIONS OF ANY PRIOR, CONCURRENT OR SUBSEQUENT PURCHASE ORDER(S) PROVIDED BY LICENSEE. THIS AGREEMENT SHALL SUPERCEDE ALL TERMS OF ANY UNSIGNED, SHRINKWRAP OR CLICKWRAP LICENSE INCLUDED IN ANY PACKAGE, MEDIA OR ELECTRONIC VERSION OF THE SOFTWARE AND ANY SUCH SOFTWARE SHALL BE LICENSED UNDER THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS EFFECTIVE UPON EXECUTION BY AN AUTHORIZED REPRESENTATIVE OF LICENSEE AND ACCEPTANCE BY AN AUTHORIZED REPRESENTATIVE OF COMPUWARE, AND MAY ONLY BE ALTERED OR MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. IN THE EVENT OF A CONFLICT IN TERMS BETWEEN THIS AGREEMENT AND A PRODUCT SCHEDULE, THE TERMS OF THE MOST RECENT PRODUCT SCHEDULE FOR THE SOFTWARE SHALL CONTROL.

Accepted By COMPUWARE:

 Authorized Signature

 Name

 Title

 Date

Agreed By LICENSEE:

 Authorized Signature

 Name

 Title

 Date



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- (d) Licensee shall not make or allow others to make copies or reproductions of the Software in any form, except for machine-readable copies solely for internal archive and backup purposes. Such copies shall display the same Compuware legends and notices and shall be subject to the same conditions and restrictions as the Software. Upon Licensee's request, Compuware will supply Licensee with additional copies of User Documentation, beyond that provided with the Software, at the rates then in effect.
- (e) Notwithstanding the above, Licensee shall not be liable to Compuware for disclosure of information that is (i) now in or subsequently enters the public domain without breach of this Agreement, (ii) known to Licensee without any obligation of confidentiality prior to receipt from Compuware, (iii) independently developed by Licensee without breach of this Agreement, (iv) disclosed by Licensee with the prior written consent of Compuware, or (v) rightfully received by Licensee from a third party without breach of any agreement or confidentiality obligation.

5. TAXES AND DUTIES

Licensee shall pay all applicable taxes due under this Agreement, except taxes based on Compuware's net income.

6. ASSIGNMENT AND TRANSFER

Licensee shall not assign or transfer the Agreement, the use of the Software or its rights or obligations under this Agreement without the prior written consent of Compuware.

7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- (a) In the event an intellectual property right claim is brought against Licensee for use of the Software in accordance with this Agreement, Compuware agrees to indemnify and hold Licensee harmless for such use, provided Licensee (i) gives Compuware prompt written notice of such claim, (ii) permits Compuware to solely defend and/or settle the claim, and (iii) provides all reasonable assistance to Compuware in defending and/or settling the claim.
- (b) In the defense or settlement of such claim, Compuware may, at its option (i) obtain for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it avoids such claim, or if such remedies are not reasonably available, (iii) accept the return of the infringing Software and provide Licensee with a refund of the license fees paid for the infringing Software pro-rated equally over a sixty (60) month period from the date of execution of the applicable Product Schedule.
- (c) Compuware shall have no liability if the claim is based on (i) any unauthorized modification of the Software, (ii) use of the Software other than as authorized under this Agreement, or (iii) any patent issued subsequent to the date of Licensee's execution of this Agreement.
- (d) This Section 7 states the entire liability of Compuware, and Licensee's sole and exclusive remedies, with respect to intellectual property right claims.

8. LIMITED WARRANTIES AND REMEDIES

- (a) Compuware warrants and represents that (i) it has the authority to grant the license described in this Agreement, (ii) at the time of delivery the Software will operate in substantial accordance with the User Documentation applicable to the Software, (iii) the Software media will be free of defects in material and workmanship under normal use for a period of ninety (90) days from the date of execution of the applicable Product Schedule, and (iv) any service rendered by Compuware under this Agreement will be performed by qualified personnel.
- (b) THE WARRANTIES GIVEN IN THIS SECTION ARE IN LIEU OF, AND COMPUWARE HEREBY DISCLAIMS, ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

- (a) EXCEPT AS PROVIDED IN SECTION 7 OF THIS AGREEMENT, THE ENTIRE LIABILITY OF COMPUWARE AND LICENSEE'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF SUCH ACTION, PRO-RATED EQUALLY OVER A SIXTY (60) MONTH STRAIGHT LINE DEPRECIATION AS OF THE DATE OF THE ORIGINAL LICENSE.
- (b) IN NO EVENT WILL COMPUWARE BE LIABLE FOR (i) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; (ii) LOSS OF OR DAMAGE TO LICENSEE'S DATA FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF COMPUWARE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 7 ABOVE, IN NO EVENT WILL COMPUWARE BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AGAINST LICENSEE BY ANY THIRD PARTY.

10. MAINTENANCE SERVICE

- (a) Maintenance Service will be provided at no additional charge for the period, if any, stated on the applicable Product Schedule(s).

- (b) If Licensee is current in the payment of all license and Maintenance Service fees, Compuware will make available the following Maintenance Service (Maintenance Service):

- (i) maintain the Software in an operable condition in substantial accordance with the then-current User Documentation;
- (ii) telephone technical support;
- (iii) Compuware-designated updates and enhancements to the Software that Compuware generally makes available without charge to other licensees of the Software under Maintenance Service; and
- (iv) use commercially reasonable efforts to provide correction, replacement or other services for a defect. Licensee agrees to identify any suspected defects and notify Compuware in accordance with the reporting procedures outlined in the User Documentation. If a defect corrected by Compuware is attributable to Licensee, Licensee agrees to pay Compuware the fair market value of additional services rendered.

- (c) When the Software is licensed on multiple Licensed Computers at a single Licensed Location, and Licensee enrolls for Maintenance Service for the Software, such enrollment shall include all copies of the Software on the Licensed Computers.
- (d) Maintenance Service may be automatically renewed on an annual basis unless Licensee provides written notice to Compuware to discontinue Maintenance Service at least sixty (60) days prior to the renewal date. If Licensee discontinues Maintenance Service, and thereafter elects to reinstate Maintenance Service, Compuware's then-current maintenance rates and terms shall apply.

- (e) Compuware reserves the right to suspend Maintenance Service if Licensee fails to pay.

11. DEFAULT

Either party may terminate the Agreement if the other fails to cure a default within thirty (30) days of written notice. Notwithstanding the above, Compuware may immediately terminate the Agreement upon a default for a violation of Compuware's intellectual property rights. Failure to pay any delinquent amount shall cause all unpaid fees, and fees which would have become due under this Agreement, to become immediately due and payable. Any terms of this Agreement which by their nature extend beyond its termination, including without limitation Sections 4, 7 and 9, shall remain in effect. Upon termination of this Agreement, Licensee shall immediately either destroy or return the Software to Compuware and certify in writing to Compuware that all copies of the Software are no longer in use.

12. CONFIDENTIALITY

The terms and conditions of this Agreement and all Product Schedules incorporated herein, and any other information provided to Licensee regarding the licensing and pricing of the Software shall not be disclosed to any third party without the prior written consent of Compuware. In the event such disclosure may be required by law, Licensee shall give Compuware reasonable advance notice so that Compuware may take appropriate action to prevent such disclosure, if necessary.

13. NOTICES

Notices required under this Agreement may be delivered in person, or may be sent by courier, facsimile, express mail, or postage prepaid certified or registered mail addressed as stated below. Either party may change its address for notice by giving written notice to the other party.

To Licensee: Licensee's address on the front of this Agreement.

To Licensor: Compuware Corporation
One Campus Martius
Detroit, Michigan 48226
Attn: President

All other administrative matters regarding this Agreement may be delivered to Compuware to the attention of the Manager, Contract Administration.

14. GOVERNING LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan. Enforcement of this Agreement or any provision herein will be brought exclusively in the state or federal courts located in the State of Michigan and the parties agree to submit to the jurisdiction thereof.

15. GENERAL

Failure or delay by either party in exercising any right or remedy will not constitute a waiver. In the event that any provision of this Agreement shall be declared invalid, the entire Agreement shall not fail on its account, and that provision shall be severed, with the balance of this Agreement continuing in full force and effect. Any shrink wrap license agreement packaged and distributed with the Software shall be of no force or effect and the Software licensed hereunder shall be governed under the terms and conditions of this Agreement. All Product Schedule(s) and written amendments are subject to written acceptance by Compuware. Licensee is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Compuware and Licensee. Certain Software Products contain product security measures that may inactivate the Software (i) without the entry of a password or (ii) use of the Software in a manner other than as licensed under this Agreement. Compuware may separately provide professional services together with the Software including technical and consulting services other than Maintenance Services, at Compuware's then-current rates on a timely basis subject to availability of qualified personnel.

Revised June 2005



Attachment 4 – Vantage Premium Guardian Services

Vantage Premium Guardian Services

Companies demand that their IT organizations deliver reliable, high-performing services that support the core business. To meet this challenge, many organizations have invested in Compuware Vantage to provide IT operations with an end-to-end perspective on application performance, helping them optimize service quality, improve operational efficiency and align with business priorities. To ensure that customers get full value from their technology investments, Compuware provides Vantage Premium Guardian Services. This flexible, cost-effective managed service provides skilled resources to effectively adopt and leverage the capabilities of Vantage. Premium Guardian Services help clients obtain the maximum value from existing investments while allowing IT staff to focus on core capabilities and activities.

Premium Guardian Services Components

Compuware Vantage Guardians are skilled professionals trained to monitor applications from the end user to the data center. They support operations staff by providing critical application performance, availability and capacity data. They also help review performance trends and service desk tickets to aid in proactive monitoring efforts. Throughout the service duration, they maintain and enhance the Vantage deployment to ensure it meets the IT and business needs.

Typical Activities:

- Monitoring critical application performance and availability
- Summarizing and reviewing performance trends in operations status meetings
- Assisting client staff in troubleshooting and root cause diagnosis of performance issues
- Maintaining and enhancing dashboards and reports to meet requirements of IT and business users
- On-boarding additional applications for monitoring
- Updating Vantage software with any necessary service packs
- Maintaining accurate deployment documentation with Compuware Customer Support.

Benefits:

- Vantage Premium Guardian Services reduce effort and cost of recruiting, hiring, training, and retaining internal staff
- Guardians leverage the knowledge of Compuware colleagues ensuring the latest best practices are employed.

Vantage Value Check and Roadmap

A dedicated Compuware Solution Architect, with an average of 15+ years of IT experience, will provide periodic assessments of the use and configuration of Vantage. The Solution Architect will produce a report and roadmap that guide toward operational maturity and a maximum return on investment.

Typical Activities:

- Reviewing Vantage deployment and providing recommendations for optimization
- Interviewing key business and IT stakeholders to understand goals and assess alignment
- Consulting on strategy and best practices for key components of IT service management
- Evaluating staff adoption of Vantage capabilities
- Providing a technical roadmap for Guardian activities

**Benefits:**

- Solution Architects provide exceptional strategy and guidance for a fraction of the cost of sourcing internally.
- Architects produce tangible report deliverables that provide a clear and concise assessment of the IT organization's progress towards IT objectives.

On-Demand Services

On-Demand Services are included with each Premium Guardian Package and are tailored to meet strategic goals and project timelines. On-Demand Services are delivered by senior Compuware consultants and provide additional assistance over and above the Vantage Guardian activities.

Typical activities:

Upgrading Vantage to latest • version and on-boarding additional applications to monitor

- Triaging and troubleshooting critical performance issues for key business applications
- Educating staff on advanced topics, best practices and Vantage technology details
- Project management support

Benefits:

- Senior Compuware consultants provide IT performance management support at cost-effective rates.
- Application performance issues receive priority handling and rapid response from expert consultants.
- Strong engagement management ensures alignment with overall IT service management goals and timelines.

Participation in Compuware Product Strategy and Roadmap Discussions

Premium Guardian packages include access to senior Compuware product strategists. This consists of an annual product strategy and roadmap session with Vantage product management. Premium Guardian customers also have a privileged voice in product planning and requirements process.

Typical activities:

- Annual product roadmap and strategy session delivered live on-site or via WebEx.

Benefits:

- Vantage customers receive advance insight and input into Vantage product futures.

Preferred Access to Compuware Sponsored Events

Premium Guardian Services customers also enjoy preferred access to Compuware-sponsored events, including American Le Mans Series racing; NHL Premiere Games, Winter Classic, All-star Game and Stanley Cup Playoffs; Bob Bondurant High-performance Driving School and more.