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

DESCRIPTION: Software Maintenance and Support

INITIAL EFFECTIVE DATE

INITIAL EXPIRATION

DATE

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. 2 CONTRACT NO. 071B1300071 between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IBM Corporation	Bill Crocker	crockerw@us.ibm.com
New Orchard Drive	TELEPHONE	CONTRACTOR #, MAIL CODE
Armonk, NY 10504-1722	(248) 552-6896	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Ken Crawford	(517) 241-3472	crawfordk3@michigan.gov
BUYER	DTMB	Reid Sisson	(517) 241- 1638	sissonr@michigan.gov

CONTRACT SUMMARY:

INITIAL AVAILABLE

OPTIONS

EXPIRATION DATE BEFORE CHANGE(S)

NOTED BELOW

October 1, 2010)	September 30,	2013	5, 1 Yr. Options	September 30, 2013		
PAYMENT TERMS		F.O.B	SHI	PPED	SHIPPED FROM		
N/A		N/A		N/A	N,	/A	
ALTERNATE PAYMENT	Г ОРТІО	NS:	•		AVAILABLE TO MIDE	AL PARTICIPANTS	
☐ P-card	☐ Dir	ect Voucher (DV	')	Other	☐ Yes	⊠ No	
MINIMUM DELIVERY RE	EQUIRE	MENTS:					
N/A							
		DESCF	RIPTION C	F CHANGE NOT	ICE:		
EXTEND CONTRACT EXPIRATION DATE		CISE CONTRACT TION YEAR(S)		SION BEYOND T OPTION YEARS	LENGTH OF EXPIRATION DAT OPTION/EXTENSION AFTER CHANGE		
⊠ No ☐ Yes							
VALUE/CO	ST OF (CHANGE NOTICE:		ESTIMATED R	EVISED AGGREGATE C	ONTRACT VALUE:	
•	\$1,800,	000.00			\$17,316,450.00		
Effective immediately	, this C	ontract is hereby	INCREASED	\$1,800,000.00.			
All other terms, conditions, specifications, and pricing remain the same.							
Per vendor agreement, DTMB Procurement approval, and State Administrative approval dated September 27, 2012.							

Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 20, 2010 **PURCHASING OPERATIONS**

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1 TO

071B1300071 CONTRACT NO.

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE 248-552-6896 Bill Crocker
IBM CORPORATION		CONTRACTOR NUMBER/MAIL CODE
New Orchard Drive		
Armonk, NY 10504-1722		BUYER/CA (517) 373-3993
Email: crockery	w@us.ibm.com	Dale N. Reif
Contract Compliance Inspector: Patty Bogard		
Software Maintena	ance and Supp	ort
CONTRACT PERIOD: 3 yrs. + 5 one-year options From:	October 1, 2010	To: September 30, 2013
TERMS	SHIPMENT	
N/A		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective 12/20/2010, three attachments are added to this contract: 1) Appendix A - Cost Table, 2) IBM Licensing Information (LI) documentation, divided info three PDF files, and 3) Revised Contract Table of Contents. All other terms, specifications, and pricing remain unchanged.

AUTHORITY/REASON(S):

Per vendor, agency and DTMB Purchasing Operations agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$15,516,450.00 Appendix A - Cost Table

	- 10 p =	A - Cost Table		
License Part	Renewal Part	Description	License Price*	Renewal Price*
Number	Number			
		LOTUS		
D55JDLL	E020KLL	IBM Lotus Domino Enterprise Server Processor Value Unit	\$31.82	\$8.26
		IBM Lotus Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support	·	·
D0B7HLL	E07UMLL	Renewal	\$125.74	\$32.61
D55MRLL	E0225LL	IBM Lotus Domino Utility Server Processor Value Unit	\$157.36	\$40.72
		RATIONAL		
D54N4LL	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User	\$3,518.19	\$703.55
D531GLL	E012XLL	IBM Rational ClearCase Change Management	¢5 902 27	¢4 462 50
D53NZLL	E012ALL E019DLL	Solution Floating User IBM Rational RequisitePro Authorized User	\$5,802.27 \$1,865.58	\$1,162.50 \$373.12
D56Z1LL	E02CZLL	IBM Rational Rose for VisualStudio Authorized User	\$2,197.59	\$438.77
D532PLL	E02CZLL E013DLL	IBM Rational SoDA Floating User	\$4,221.27	\$846.30
D532PLL D54LILL	E013DLL E01M8LL	' National Soda Floating Osei	\$4,846.23	\$972.78
D54LTLL	E01M6LL	IBM Rational Software Modeler Authorized User	\$1,589.37	\$317.78
D61SYLL	E046DLL	IBM Rational AppScan Standard Edition Floating User	\$25,691.25	\$5,138.25
D531LLL	E040DLL E0130LL	IBM Rational ClearQuest Floating User	\$3,992.49	\$798.87
D537ELL D5326LL	E0137LL	IBM Rational RequisitePro Floating User	\$3,628.86	\$790.07
D0320LL D04LTLL	E055DLL	IBM Rational HIS for Multiplatforms, Authorized User	\$276.68	\$55.34
D52ZFLL	E0121LL	IBM Rational Robot Floating User	\$6,988.02	\$1,399.65
D5304LL	E012ALL	IBM Rational PurifyPlus for Windows Authorized User	\$1,201.56	\$240.31
D56Z5LL	E02D1LL	IBM Rational Rose Enterprise Floating User	\$7,407.45	\$1,478.70
D530BLL	E012DLL	IBM Rational Functional Tester Floating User	\$8,695.50	\$1,739.10
D05JWLL	E05JCLL	IBM Rational Life Cycle Package with ClearCase Floating User		
D532KLL	E033CLL E013CLL	IBM Rational Rose Data Modeler Floating User	\$9,565.05 \$3,850.20	\$1,913.01 \$770.78
DJJZKLL	LUISCLL	TIVOLI	ψ3,030.20	Ψ110.10
		TIVOLI	Replaced	
		IBM Tivoli Access Manager for e-business (OLD) VU	with D03RLLL	
D53HVLL	E0170LL	Value Unit SW	below	\$6.05
D54Q4LL	E01MZLL	Tivoli Directory Integrator	\$14.11	\$2.81
D61VXLL	E047RLL	IBM Tivoli Identity Manager and Role Management User Value Unit	\$34.19	\$6.84
D03T6LL	E04PDLL	IBM Maximo Asset Management Authorized User SW Subscription & Support Renewal	\$3,534.00	\$706.71
		IBM Maximo Field Control Authorized User Annual SW	·	
D03X2LL	E04QSLL	Subscription & Support Renewal IBM Tivoli Access Manager for e-business User Value	\$150.20	\$30.04
D03RLLL	E04NFLL	Unit IBM Maximo Asset Management Desktop	\$20.55	\$4.11
		Requisitioner Authorized User SW Subscription &		
D03T2LL	E04PBLL	Support Renewal	\$199.21	\$39.92
D03T4LL	E04PCLL	IBM Maximo Asset Management Limited Use Authorized User SW Subscription & Support Renewal	\$1,770.72	\$353.40
		WEBSPHERE		
Cannot				
Order				
New	E01TTLL	IBM WebSphere Adapter for JDBC Establishment	NA	\$16,916.70
D55W8LL	E025QLL	IBM WebSphere Application Server Processor Value Unit	\$36.56	\$7.31

1	Ī	IBM Wat Oak are Areliantia Oan an Net and	Ì İ	
D55WJLL	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit	\$137.55	\$27.47
DOSTVOLE	LUZJOLL	IBM WebSphere Process Server for Multiplatforms	Ψ107.00	ΨΖ1.41
D572ZLL	E02ECLL	Processor Value Unit	\$747.07	\$149.45
		IBM WebSphere Integration Developer Authorized	Ţ, iii	
D5574LL	E01UDLL	User	\$2,316.63	\$616.59
D53V1LL	E01B1LL	IBM WebSphere Business Modeler Advanced User	\$8,458.35	\$1,691.67
		IBM WebSphere Message Broker Processor Value		
D56P3LL	E02AULL	Unit	\$747.07	\$149.45
D55UCLL	E024WLL	IBM WebSphere Portal Enable Processor Value Unit	\$846.30	\$169.17
		IBM WebSphere Transformation Extender Design		_
D58XCLL	E02RZLL	Studio Authorized User	\$3,091.32	\$616.59
D55V1LL	E0256LL	IBM WebSphere MQ Processor Value Unit	\$54.54	\$10.91
Cannot Order		IBM WebSphere Studio Application Developer		
New	E00A4LL	Integration Edition User	NA	NA
1400	20071422	IBM WebSphere Transformation Extender with	14/ (1471
D5947LL	E02UQLL	Command Server Processor Value Unit	\$529.64	\$105.93
		IBM WebSphere Transformation Extender Pack for		
D58TZLL	E02QILL	X12 Application Instance	\$35,177.25	\$7,035.45
		IBM WebSphere Transformation Extender with		
D5949LL	E02URLL	Launcher Processor Value Unit	\$790.50	\$158.10
	D	ATA MANAGEMENT PRODUCTS		
		IBM InfoSphere DataStage for Non-Production		
D03TVLL	E04PLLL	Environments Processor Value Unit	\$228.50	\$45.65
		IBM InfoSphere Information Analyzer Processor Value		
D03UGLL	E04PSLL	Unit	\$339.92	\$67.98
		IBM WebSphere DataStage and QualityStage		
D03SGLL	E04NZLL	Designer Concurrent User	\$2,490.54	\$498.02
		IBM WebSphere QualityStage Processor Value Unit		^
D03U7LL	E04PQLL	(PVU)	\$373.95	\$74.71
D03UYLL	E04PYLL	IBM InfoSphere QualityStage for Non-Production Environments Processor Value Unit	\$186.56	\$37.35
D030TLL D03TTLL	E04PJLL	IBM InfoSphere DataStage Processor Value Unit	\$458.49	\$91.70
DOSTILL	LU4F JLL	IBM Cognos 8 Business Intelligence Administrator	Ψ430.49	ψ91.70
D06WQLL	E060QLL	Authorized User	\$10,323.00	\$2,083.20
D06YSLL	E0615LL	C8 BI Business Author Auth User	\$777.48	\$215.76
D06ZELL	E061BLL	C8 BI Consumer Auth User	\$664.02	\$132.99
D06X0LL	E060TLL	IBM Cognos 8 Business Intelligence Professional	\$2,492.40	\$498.48
D070WLL	E0622LL	C8 BI Software Development Kit Auth User	\$5,189.40	\$1,032.30
		IBM Cognos 8 Business Intelligence for Non-		
D06WFLL	E060KLL	Production Environment Processor Value Unit	\$259.47	\$52.08
		IBM Infosphere Information Analyzer Workbench		
D03S8LL	E04NWLL	Concurrent User	\$8,300.25	\$1,660.05
		IBM FileNet Image Services Authorized User Vaulue		
D04I3LL	E053KLL	Unit	\$2,371.50	\$474.30
D040W/L	FOFOVALL	IBM FileNet Image Services Connector to Centera	Φ4.40F.7F	CO27 4 F
D04GWLL	E052WLL	Storage & Retrieval Resource Value Unit IBM FileNet Image Services Integral SDS Connector to	\$1,185.75	\$237.15
D04H8LL	E0532LL	Centra Resource Value Unit	\$1,185.75	\$237.15
DOTITOLL		Other Products	ψ1,100.70	Ψ201.10
		IBM WebSphere ILOG JRules Processor Value Unit		
		(PVU) License + SW Subscription & Support 12		
		Months. (This includes 400 Value Units to cover an 8		
		core Sun T5140 Zone in Production/Test, and 200		
DOOCELL	FOGVOLI	Value Units to cover 1 Sun v440 2 core box in	¢000 55	¢470.04
D0965LL	E06XCLL	development.)	\$869.55	\$173.91

		IBM WebSphere ILOG Decision Validation Services		
		Processor Value Unit (PVU) License + SW Subscription & Support 12 Months. (This includes 200		
		Value Units to cover a 4 core Sun T5140 Zone in		
D095GLL	E06X1LL	Production/Test.)	\$869.55	\$173.91
		IBM WebSphere ILOG Rule Team Server Processor Value Unit (PVU) License + SW Subscription &		
		Support 12 Months. (This includes 200 Value Units to		
D094VLL	E06WRLL	cover a 4 core Sun T5140 Zone in Production/Test.)	\$869.55	\$173.91
		IBM WebSphere ILOG Rule Solutions for Office		
D095WLL	E06X9LL	Authorized User License + SW Subscription & Support 12 Months	\$2,316.63	\$464.07
20001122	20071022	IBM Lotus Web Content Management Processor Value	Ψ2,010.00	ψ.ισ.ιισ.
D55Y4LL	E026GLL	Unit	\$391.34	\$78.26
		IBM Rational Build Forge Enterprise Edition Server		
D59BQLL	E02Y1LL	License + SW Subscription & Support 12 Months	\$136,756.50	\$27,351.30
D60SALL	E03PILL	IBM Rational Build Forge Access Floating User License + SW Subscription & Support 12 Months	\$3,423.33	\$683.83
DOUSALL	EUSPILL	 	φ3,423.33	φ003.03
		IBM Rational Build Forge Enterprise Edition Adaptor Toolkit Server License + SW Subscription & Support		
D59BLLL	E02XZLL	12 Months	\$30,908.55	\$6,181.71
		IBM Rational Automation Framework for WebSphere		
		Enterprise Edition Server License + SW Subscription		
D090CLL	E06VDLL	& Support 12 Months	\$35,572.50	\$7,114.50
		IBM Rational Quality Manager Standard Edition Install		
D062FLL	E05Q3LL	with 3 Authorized Users License + SW Subscription & Support 12 Months	\$15,810.00	\$3,162.00
D0021 LL	LUJQJLL	IBM Rational Quality Manager Client Floating User	\$13,610.00	ψ3,102.00
D087WLL	E06JKLL	License + SW Subscription & Support 12 Months	\$7,509.75	\$1,501.95
		IBM Rational Quality Manager Viewer Client Floating	,	· ,
D087SLL	E06JILL	User License + SW Subscription & Support 12 Months	\$2,766.75	\$553.35
0)/=100/	21/21/2	IBM Security Network IPS GX5008C (Fail Closed, 8	^-	
GX51080	C-V2-1-P	TX-Copper IPS Ports, 2.5 Gbps)	\$54,865.35	NA
GX5108C-	-V2-1-P-M	Tech Support, Advanced Exchange, and Updates for IBM Security GX5108C	NA	\$12,070.38
57.01000		(ROHS) IBM Security Network Active Bypass - 4RJ45-	14/1	ψ.2,070.00
ABYP-4T	-0S-0L-P	OSX-OLX	\$7,812.00	NA
ABYP-4T-0		Tech Support and Maintenance for ABYP-4T-0S-0L-P	NA	\$1,718.64

^{*} prices listed are based on per unit pricing

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