



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 78
to
Contract Number MA071B6600108C

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive Suite D-2
	Reston VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY				
Salesforce.com & AppExchange Partner Subscription Licensing and Services Enterprise Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 22, 2016	July 21, 2026	0 - 0 Months	July 21, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$87,177,770.91	\$0.00	\$87,177,770.91		
DESCRIPTION				
Effective February 28, 2025, the following amendment is incorporated into this Contract per attached Quote 52082327 for Ownbackup renewal in support of MDHHS. Total cost is \$353,700.00. No additional Contract funding is needed at this time; existing funds are adequate to support this change.				
All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov
DTMB	Lina Alarie	517-881-1198	AlarieL1@michigan.gov



GOVERNMENT PRICE QUOTATION

OWN COMPANY at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Sunil Polavarapu
 Database and Architecture Support
 State of Michigan – DTMB – Agency Services Supporting DHHS
 General Services Building
 7461 Crowner Dr
 Dimondale, MI 48821-5003 USA

FROM: Stevie Franklin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: PolavarapuS1@michigan.gov

EMAIL: Stevie.Franklin@carahsoft.com

PHONE: (517) 388-2437

PHONE: (571) 590-7606

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 52082327
QUOTE DATE: 01/08/2025
QUOTE EXPIRES: 02/07/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$353,700.00
TOTAL QUOTE: \$353,700.00

QUOTE DATE: 01/08/2025
QUOTE NO: 52082327



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Change Notice Number 77

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Contract Number MA071B6600108C

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	12369 Sunrise Valley Drive Suite D-2
	Reston VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY

Salesforce.com & AppExchange Partner Subscription Licensing and Services Enterprise Contract

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Months	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$87,177,770.91	\$0.00	\$87,177,770.91		

DESCRIPTION

Effective 2/7/2025, the following amendment is incorporated in the Contract for FY 2025 MDHHS Salesforce renewals and licensing for MiBridges, Michigan Online Reporting System (MORS), Comprehensive Child Welfare Information System (CCWIS), STI/HIV Operations and Resource System (SHOARS) and Michigan Integrated Crisis and Access Line (MiCAL). No additional Contract funding is needed at this time; existing funds are adequate to support this change. Total cost of this licensing is \$8,027,703.13.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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SALESFORCE.COM GOVERNMENT at CARAHSOFT

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TO: Duane Kerkstra
 Business Relationship Manager
 State of Michigan
 235 S Grand Ave
 9th Fl NW
 Lansing, MI 48933 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3420

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 48105736
QUOTE DATE: 11/25/2024
QUOTE EXPIRES: 01/18/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$8,027,703.13
TOTAL QUOTE: \$8,027,703.13

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS ORG 1					
1	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 40	\$0.00
2	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 20	\$0.00
3	200005835	Customer Community - Unlimited Edition - Logins (Per Month) Salesforce.com, Inc. - 200005835 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.7281	OM 1,250,000	\$910,125.00
4	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2025 End Date: 01/17/2026	\$25.2903	OM 3,960	\$100,149.59
5	20000094	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 20000094 Start Date: 01/18/2025 End Date: 01/17/2026	\$112,690.98	OM 1	\$112,690.98
6	200012831	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 200012831 Start Date: 01/18/2025 End Date: 01/17/2026	\$761.29	OM 307	\$233,716.03
7	200012825	Lightning Platform Starter - Unlimited Edition Salesforce.com, Inc. - 200012825 Start Date: 01/18/2025 End Date: 01/17/2026	\$118.4499	OM 1,549	\$183,478.90
8	200000018	Public Communities Page Views (1 million/month) - Unlimited Edition Salesforce.com, Inc. - 200000018 Start Date: 01/18/2025 End Date: 01/17/2026	\$45,419.35	OM 2	\$90,838.70



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
9	20000569	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 20000569 Start Date: 01/18/2025 End Date: 01/17/2026	\$443,702.77	OM 1	\$443,702.77
10	20000051	Sandbox (Partial Copy) 20% of Net Price Salesforce.com, Inc. - 20000051 Start Date: 01/18/2025 End Date: 01/17/2026	\$188,659.72	OM 1	\$188,659.72
11	200012643	Service Cloud - Unlimited Edition Salesforce.com, Inc. - 200012643 Start Date: 01/18/2025 End Date: 01/17/2026	\$2,149.41	OM 46	\$98,872.86
12	200005046	Data Storage (10GB) Salesforce.com, Inc. - 200005046 Start Date: 01/18/2025 End Date: 01/17/2026	\$2,346.30	OM 7	\$16,424.10
13	200000062	Additional 20 Objects for Customer Community Plus Salesforce.com, Inc. - 200000062 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.65	OM 3,960	\$2,574.00
14	200000061	Additional 20 Objects for Customer Community Salesforce.com, Inc. - 200000061 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.16	OM 2,500,000	\$400,000.00
15	200005028	Salesforce Connect Salesforce.com, Inc. - 200005028 Start Date: 01/18/2025 End Date: 01/17/2026	\$24,505.76	OM 1	\$24,505.76
MI DHHS ORG 1 SUBTOTAL:					\$2,805,738.41
MI DHHS ORG 1 SEH					
16	200001454	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 01/18/2025 End Date: 01/17/2026	\$290.29	OM 1,944	\$564,323.76
MI DHHS ORG 1 SEH SUBTOTAL:					\$564,323.76
MI DHHS ORG 2					
17	20000051	Sandbox (Full Copy) Salesforce.com, Inc. - 20000051 Start Date: 01/18/2025 End Date: 01/17/2026	\$172,828.42	OM 6	\$1,036,970.52
18	200012686	Additional Field History Per Entity Salesforce.com, Inc. - 200012686 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 40	\$0.00
19	20000094	Government Cloud Plus Salesforce.com, Inc. - 20000094 Start Date: 01/18/2025 End Date: 01/17/2026	\$70,299.21	OM 1	\$70,299.21
20	200012677	Lightning Platform Custom Object Pack Salesforce.com, Inc. - 200012677 Start Date: 01/18/2025 End Date: 01/17/2026	\$23.37	OM 8,290	\$193,737.30
21	200012831	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 200012831 Start Date: 01/18/2025 End Date: 01/17/2026	\$138.96	OM 8,000	\$1,111,680.00

CONFIDENTIAL

QUOTE DATE: 11/25/2024
QUOTE NO: 48105736



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
22	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2025 End Date: 01/17/2026	\$69.48	OM 290	\$20,149.20
23	200012669	Lightning Platform - Unlimited Edition (Administrator) Salesforce.com, Inc. - 200012669 Start Date: 01/18/2025 End Date: 01/17/2026	\$511.58	OM 40	\$20,463.20
24	20000569	Salesforce Shield Salesforce.com, Inc. - 20000569 Start Date: 01/18/2025 End Date: 01/17/2026	\$184,349.17	OM 1	\$184,349.17
25	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 40	\$0.00
26	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 20	\$0.00
27	20000024	Salesforce Data Mask Salesforce.com, Inc. - 20000024 Start Date: 01/18/2025 End Date: 01/17/2026	\$115,218.95	OM 1	\$115,218.95
28	200005028	Salesforce Connect Salesforce.com, Inc. - 200005028 Start Date: 01/18/2025 End Date: 01/17/2026	\$23,462.96	OM 1	\$23,462.96
29	200000512	Sandbox (Full Copy) 30% of Net Price Salesforce.com, Inc. - 200000512 Start Date: 04/18/2025 End Date: 01/17/2026	\$129,621.32	OM 1	\$129,621.32
MI DHHS ORG 2 SUBTOTAL:					\$2,905,951.83
MI DHHS ORG 4					
30	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2025 End Date: 01/17/2026	\$101.02	OM 655	\$66,168.10
31	200012643	Service Cloud - Unlimited Edition Salesforce.com, Inc. - 200012643 Start Date: 01/18/2025 End Date: 01/17/2026	\$2,020.42	OM 205	\$414,186.10
32	200012669	Lightning Platform - Unlimited Edition (Administrator) Salesforce.com, Inc. - 200012669 Start Date: 01/18/2025 End Date: 01/17/2026	\$754.84	OM 26	\$19,625.84
33	200005835	Customer Community - Unlimited Edition - Logins (Per Month) Salesforce.com, Inc. - 200005835 Start Date: 01/18/2025 End Date: 01/17/2026	\$4.56	OM 654	\$2,982.24
34	20000566	Platform Encryption Salesforce.com, Inc. - 20000566 Start Date: 01/18/2025 End Date: 01/17/2026	\$77,487.43	OM 1	\$77,487.43



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www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
35	20000094	Government Cloud Plus Salesforce.com, Inc. - 20000094 Start Date: 01/18/2025 End Date: 01/17/2026	\$68,301.67	OM 1	\$68,301.67
36	200000062	Additional 20 Objects for Customer Community Plus Salesforce.com, Inc. - 200000062 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.65	OM 655	\$425.75
37	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 20	\$0.00
38	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 40	\$0.00
39	200005046	Data Storage (10GB) Salesforce.com, Inc. - 200005046 Start Date: 01/18/2025 End Date: 01/17/2026	\$2,346.30	OM 1	\$2,346.30
MI DHHS ORG 4 SUBTOTAL:					\$651,523.43
MI DHHS ORG 4 - MC					
40	200001663	SSL Certificate Salesforce.com, Inc. - 200001663 Start Date: 01/18/2025 End Date: 01/17/2026	\$232.63	OM 4	\$930.52
41	200001429	Premier Success Plan - Marketing Cloud Salesforce.com, Inc. - 200001429 Start Date: 01/18/2025 End Date: 01/17/2026	\$9,077.55	OM 1	\$9,077.55
42	200001652	Marketing Cloud Engagement - Corporate Edition Salesforce.com, Inc. - 200001652 Start Date: 01/18/2025 End Date: 01/17/2026	\$42,295.89	OM 1	\$42,295.89
MI DHHS ORG 4 - MC SUBTOTAL:					\$52,303.96
MI DHHS ORG 4 - BLACKTHORN					
43	BLKPMTS018	Blackthorn Events Software - 4000 Free/Paid Annual Registrations Blackthorn.io, Inc. - BLKPMTS018 Start Date: 01/19/2025 End Date: 01/18/2026	\$8,776.88	OM 1	\$8,776.88
44	BLKPMTS002	Blackthorn Base Support Plan Annual Cost Blackthorn.io, Inc. - BLKPMTS002 Start Date: 01/19/2025 End Date: 01/18/2026	\$1,448.00	OM 1	\$1,448.00
MI DHHS ORG 4 - BLACKTHORN SUBTOTAL:					\$10,224.88
MI DHHS ORG 5					
45	200013215	Customer Community Plus for Health Cloud - UE - Logins (Per Month) Salesforce.com, Inc. - 200013215 Start Date: 01/18/2025 End Date: 01/17/2026	\$74.30	OM 400	\$29,720.00



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
46	200000070	Digital Engagement - Unlimited Edition Salesforce.com, Inc. - 200000070 Start Date: 01/18/2025 End Date: 01/17/2026	\$549.85	OM 50	\$27,492.50
47	200004232	Health Cloud - Unlimited Edition Salesforce.com, Inc. - 200004232 Start Date: 01/18/2025 End Date: 01/17/2026	\$2,440.15	OM 272	\$663,720.80
48	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 40	\$0.00
49	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2025 End Date: 01/17/2026	\$0.00	OM 20	\$0.00
50	20000094	Government Cloud Plus Salesforce.com, Inc. - 20000094 Start Date: 01/18/2025 End Date: 01/17/2026	\$74,706.01	OM 1	\$74,706.01
51	20000569	Salesforce Shield Salesforce.com, Inc. - 20000569 Start Date: 01/18/2025 End Date: 01/17/2026	\$215,870.30	OM 1	\$215,870.30
52	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2025 End Date: 01/17/2026	\$127.45	OM 205	\$26,127.25
MI DHHS ORG 5 SUBTOTAL:					\$1,037,636.86
SUBTOTAL:					\$8,027,703.13
TOTAL PRICE:					\$8,027,703.13
TOTAL QUOTE:					\$8,027,703.13

Please reference the Carahsoft quote # 48105736 and contract # 071B6600108 on the purchase order

-Usage Details-

By Account

Usage Type: SMS/MMS Mobile Messages | Start Date: 1/18/2024 | End Date: 1/17/2025 | Quantity: 1,000 | Overage Rate: 0.014

Usage Type: Super Messages - excluding SMS/MMS | Start Date: 1/18/2024 | End Date: 1/17/2025 | Quantity: 10,000,000 | Overage Rate: 0.0043

By Tenant ID

Usage Type: Corporate Edition Contacts | Start Date: 1/18/2024 | End Date: 1/17/2025 | Quantity: 45,000 | Overage Rate: 0.013

Overage fees are billable monthly, in arrears

Total price for line 16 (\$564,323.76) shall be invoiced in full upon execution and due in payment terms per MiDeal Master Salesforce Contract



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	12369 Sunrise Valley Drive Suite D-2
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	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		Romeins@michigan.gov	

CONTRACT SUMMARY			
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PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	July 21, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$72,177,770.91	\$15,000,000.00	\$87,177,770.91	
DESCRIPTION			
<p>Effective 1/28/2025, this Contract is hereby increased by \$15,000,000.00 to complete FY25 and FY26 agency renewals. Additionally, one available option year is exercised. The new Contract expiration date is 7/21/2027.</p> <p>All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval and State Administrative Board approval on 1/28/2025.</p>			

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number 75
to
Contract Number MA071B6600108C

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive Suite D-2
	Reston VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

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Salesforce.com & AppExchange Partner Subscription Licensing and Services Enterprise Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 22, 2016	July 21, 2026	0 - 0 Months	July 21, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$72,177,770.91	\$0.00	\$72,177,770.91		
DESCRIPTION				
<p>Effective 11/27/2024, the following amendment is incorporated into this Contract per attached Quote 50320661 to authorize use of Salesforce Connect licensing for MDHHS use supporting multiple Org 1 and Org 2 applications allowing for structured API integrations between the two Salesforce Orgs. Total cost is \$0.00.</p> <p>All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.</p>				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov
DTMB	Duane Kerkstra	248-660-0132	kerkstrad@michigan.gov



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Duane Kerkstra
 Business Relationship Manager
 State of Michigan
 120 N Washington Sq Ste 805
 9th Fl NW
 Lansing, MI 48933 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3420

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO:	50320661
QUOTE DATE:	09/27/2024
QUOTE EXPIRES:	10/17/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$0.00
TOTAL QUOTE:	\$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
ORG 1						
1	200005028	Salesforce Connect Salesforce.com, Inc. - 200005028 Start Date: 10/18/2024 End Date: 01/17/2025		\$0.00	OM 1	\$0.00
ORG 1 SUBTOTAL:						\$0.00
ORG 2						
2	200005028	Salesforce Connect Salesforce.com, Inc. - 200005028 Start Date: 10/18/2024 End Date: 01/17/2025		\$0.00	OM 1	\$0.00
ORG 2 SUBTOTAL:						\$0.00
SUBTOTAL:						\$0.00
TOTAL PRICE:						\$0.00
TOTAL QUOTE:						\$0.00



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **74**
to
Contract Number **MA071B6600108C**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive Suite D-2
	Reston VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY				
Salesforce.com & AppExchange Partner Subscription Licensing and Services Enterprise Contract				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 22, 2016	July 21, 2026	0 - 0 Months	July 21, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$72,177,770.91	\$0.00	\$72,177,770.91		
DESCRIPTION				
Effective 8/16/2024, the following amendment is incorporated into this Contract per attached Quote 49245804 for temporary service of a MDHHS sandbox environment. Total cost is \$0.00.				
All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Duane Kerkstra
 Business Relationship Manager
 MI Dept of Tech, Mgmt & Budget
 235 S Grand Ave
 9th Fl NW
 Lansing, MI 48933 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3420

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 49245804
QUOTE DATE: 08/09/2024
QUOTE EXPIRES: 08/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00
TOTAL QUOTE: \$0.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **73**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$72,177,770.91	\$0.00	\$72,177,770.91		

DESCRIPTION

Effective March 19, 2024, the following amendment is incorporated into this Contract per attached Quote 43615538 for Ownbackup renewal in support of MDHHS. Total cost is \$353,700.00. No additional Contract funding is needed at this time; existing funds are adequate to support this change

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



GOVERNMENT PRICE QUOTATION

OWN COMPANY at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Sunil Polavarapu
Technology Advisor
General Services Depot
33 Grand
Grand Tower, 9th Floor NW
Lansing, MI 48864 USA

FROM: Leonardo Lupinetti
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: polavarapus1@michigan.gov

EMAIL: Leonardo.Lupinetti@Carahsoft.com

PHONE: (517) 388-2437

PHONE: (571) 662-3367

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 43615538
QUOTE DATE: 03/05/2024
QUOTE EXPIRES: 03/23/2034
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$353,700.00
TOTAL QUOTE: \$353,700.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
OWN LICENSES						
1	SFDCUNL22 - ANNUAL-2	Unlimited for Salesforce - Annual Retention - 10 Years License Type - Standard Own Company - SFDCUNL22 - ANNUAL Start Date: 03/23/2024 End Date: 03/22/2025		\$27.79	OM 5,000	\$138,950.00
2	SFDCUNLCOMM - ANNUAL-2	Unlimited for Salesforce - COMMUNITY License - Annual Waived Retention - 10 Years License Type - Customer Community Own Company - SFDCUNLCOMM - ANNUAL Start Date: 03/23/2024 End Date: 03/22/2025		\$0.00	OM 15,000,000	\$0.00
3	ENSBSEEDSF22 - ANNUAL-2	Enhanced Sandbox Seeding - Annual License Type - Standard Own Company - ENSBSEEDSF22 - ANNUAL Start Date: 03/23/2024 End Date: 03/22/2025		\$24.00	OM 5,000	\$120,000.00
4	BYOK - ANNUAL-2	Bring Your Own Key License Type - Standard Own Company - BYOK - ANNUAL Start Date: 03/23/2024 End Date: 03/22/2025		\$6.32	OM 5,000	\$31,600.00
5	CSPP- 2	Customer Success Premier Package License Type - Standard Own Company - CSPP Start Date: 03/23/2024 End Date: 03/22/2025		\$12.63	OM 5,000	\$63,150.00



GOVERNMENT PRICE QUOTATION

OWN COMPANY at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
OWN LICENSES SUBTOTAL:						\$353,700.00
SUBTOTAL:						\$353,700.00
				TOTAL PRICE:		\$353,700.00
				TOTAL QUOTE:		\$353,700.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **72**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$62,177,770.91	\$10,000,000.00	\$72,177,770.91		

DESCRIPTION

Effective 3/13/2024, this Contract is hereby increased by \$10,000,000.00 to complete FY24 and FY25 agency renewals. All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval and State Administrative Board approval on 3/12/2024.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 71
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$62,124,090.14	\$53,680.77	\$62,177,770.91		

DESCRIPTION

Effective January 24, 2024, this Contract is hereby increased by \$53,680.77 and the following amendment is incorporated into the Contract for Salesforce licenses for Michigan Department of Labor & Economic Opportunity (LEO).

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Greg Rivet
 Director
 Michigan Department of Labor & Economic Opportunity (LEO)
 611 W. Ottawa
 Lansing, MI 48909 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: rivetg@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 335-8841

PHONE: (571) 662-3420

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 42113459
QUOTE DATE: 12/04/2023
QUOTE EXPIRES: 01/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$53,680.77
TOTAL QUOTE: \$53,680.77



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **70**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$62,124,090.14	\$0.00	\$62,124,090.14		

DESCRIPTION

Effective 1/16/2024, the following amendment (quote 41527058) is incorporated into the Contract for FY 2024 MDHHS Salesforce renewals and licensing for MiBridges, Michigan Online Reporting System (MORS), Comprehensive Child Welfare Information System (CCWIS), STI/HIV Operations and Resource System (SHOARS) and Michigan Integrated Crisis and Access Line (MiCAL). The total cost is \$7,916,005.30. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Duane Kerkstra
 Business Relationship Manager
 MI Dept of Tech, Mgmt & Budget
 235 S Grand Ave
 9th FI NW
 Lansing, MI 48933 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3420

TERMS: MiDeal Salesforce **Contract No. 071B6600108**
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 41527058
QUOTE DATE: 01/05/2024
QUOTE EXPIRES: 01/31/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$7,916,005.30
TOTAL QUOTE: **\$7,916,005.30**

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS ORG 1					
1	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2024 End Date: 01/17/2025	\$0.00	OM 40	\$0.00
2	200002624	Additional 10 Objects for Customer Community (Login) Salesforce.com, Inc. - 200002624 Start Date: 01/18/2024 End Date: 01/17/2025	\$110,041.29	OM 3	\$330,123.87
3	200002623	Additional 10 Objects for Customer Community (Member) Salesforce.com, Inc. - 200002623 Start Date: 01/18/2024 End Date: 01/17/2025	\$19,552.00	OM 3	\$58,656.00
4	200005835	Customer Community - Unlimited Edition - Logins (Per Month) Salesforce.com, Inc. - 200005835 Start Date: 01/18/2024 End Date: 01/17/2025	\$0.7281	OM 1,250,000	\$910,125.00
5	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2024 End Date: 01/17/2025	\$19.5459	OM 6,001	\$117,294.95
6	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 01/18/2024 End Date: 01/17/2025	\$127,471.41	OM 1	\$127,471.41
7	200012831	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 200012831 Start Date: 01/18/2024 End Date: 01/17/2025	\$670.97	OM 600	\$402,582.00
8	200012825	Lightning Platform Starter - Unlimited Edition Salesforce.com, Inc. - 200012825 Start Date: 01/18/2024 End Date: 01/17/2025	\$118.4499	OM 2,615	\$309,746.49

CONFIDENTIAL

QUOTE DATE: 01/05/2024
QUOTE NO: 41527058



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
9	200000018	Public Communities Page Views (1 million/month) - Unlimited Edition Salesforce.com, Inc. - 200000018 Start Date: 01/18/2024 End Date: 01/17/2025	\$45,419.35	OM 2	\$90,838.70
10	200005696	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 200005696 Start Date: 01/18/2024 End Date: 01/17/2025	\$537,150.30	OM 1	\$537,150.30
11	200000511	Sandbox (Partial Copy) 20% of Net Price Salesforce.com, Inc. - 200000511 Start Date: 01/18/2024 End Date: 01/17/2025	\$228,393.05	OM 1	\$228,393.05
12	200012643	Service Cloud - Unlimited Edition Salesforce.com, Inc. - 200012643 Start Date: 01/18/2024 End Date: 01/17/2025	\$2,149.41	OM 50	\$107,470.50
13	200005046-2	Data Storage (10GB) Salesforce.com, Inc. - 200005046 Start Date: 01/18/2024 End Date: 01/17/2025	\$2,346.30	OM 3	\$7,038.90
14	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2024 End Date: 01/17/2025	\$0.00	OM 20	\$0.00
15	200001454-2	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 01/04/2024 End Date: 01/03/2025	\$564,323.76	OM 1	\$564,323.76
MI DHHS ORG 1 SUBTOTAL:					\$3,791,214.93
MI DHHS ORG 2					
16	200000512	Sandbox (Full Copy) 30% of Net Price Salesforce.com, Inc. - 200000512 Start Date: 01/18/2024 End Date: 01/17/2025	\$172,828.42	OM 4	\$691,313.68
17	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 01/18/2024 End Date: 01/17/2025	\$69,131.36	OM 1	\$69,131.36
18	200012677	Lightning Platform Custom Object Pack Salesforce.com, Inc. - 200012677 Start Date: 01/18/2024 End Date: 01/17/2025	\$23.37	OM 8,290	\$193,737.30
19	200012831	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 200012831 Start Date: 01/18/2024 End Date: 01/17/2025	\$138.96	OM 8,000	\$1,111,680.00
20	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2024 End Date: 01/17/2025	\$69.48	OM 290	\$20,149.20
21	200012669	Lightning Platform - Unlimited Edition (Administrator) Salesforce.com, Inc. - 200012669 Start Date: 01/18/2024 End Date: 01/17/2025	\$511.57	OM 40	\$20,462.80



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
22	200005696	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 200005696 Start Date: 01/18/2024 End Date: 01/17/2025		\$184,349.17	OM 1	\$184,349.17
23	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 40	\$0.00
24	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 20	\$0.00
25	200000589	Additional Lookups Salesforce.com, Inc. - 200000589 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 2	\$0.00
26	200000242	Salesforce Data Mask 10% of Net Price Salesforce.com, Inc. - 200000242 Start Date: 01/18/2024 End Date: 01/17/2025		\$115,218.95	OM 1	\$115,218.95
27	200012686	Additional Field History Per Entity Salesforce.com, Inc. - 200012686 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 40	\$0.00
MI DHHS ORG 2 SUBTOTAL:						\$2,406,042.46
MI DHHS ORG 4						
28	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2024 End Date: 01/17/2025		\$89.47	OM 655	\$58,602.85
29	200012669	Lightning Platform - Unlimited Edition (Administrator) Salesforce.com, Inc. - 200012669 Start Date: 01/18/2024 End Date: 01/17/2025		\$533.42	OM 73	\$38,939.66
30	200005835	Customer Community - Unlimited Edition - Logins (Per Month) Salesforce.com, Inc. - 200005835 Start Date: 01/18/2024 End Date: 01/17/2025		\$3.53	OM 1,500	\$5,295.00
31	200005666	Platform Encryption 20% of Net Price Salesforce.com, Inc. - 200005666 Start Date: 01/18/2024 End Date: 01/17/2025		\$79,279.21	OM 1	\$79,279.21
32	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 01/18/2024 End Date: 01/17/2025		\$69,510.81	OM 1	\$69,510.81
33	200000062	Additional 20 Objects for Customer Community Plus Salesforce.com, Inc. - 200000062 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.54	OM 175	\$94.50
34	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 20	\$0.00



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

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 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
35	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2024 End Date: 01/17/2025	\$0.00	OM 40	\$0.00
36	200012643	Service Cloud - Unlimited Edition Salesforce.com, Inc. - 200012643 Start Date: 01/18/2024 End Date: 01/17/2025	\$1,870.78	OM 220	\$411,571.60
MI DHHS ORG 4 SUBTOTAL:					\$663,293.63
MI DHHS ORG 4 - MC					
37	200001663-2	SSL Certificate Salesforce.com, Inc. - 200001663 Start Date: 01/18/2024 End Date: 01/17/2025	\$223.68	OM 4	\$894.72
38	200001429-2	Premier Success Plan - Marketing Cloud Salesforce.com, Inc. - 200001429 Start Date: 01/18/2024 End Date: 01/17/2025	\$8,728.41	OM 1	\$8,728.41
39	200001652-2	Marketing Cloud Engagement - Corporate Edition Salesforce.com, Inc. - 200001652 Start Date: 01/18/2024 End Date: 01/17/2025	\$40,669.13	OM 1	\$40,669.13
MI DHHS ORG 4 - MC SUBTOTAL:					\$50,292.26
MI DHHS ORG 4 - BLACKTHORN					
40	BLKPMTS018-2	Blackthorn Events Software - 4000 Free/Paid Annual Registrations Blackthorn.io, Inc. - BLKPMTS018 Start Date: 01/18/2024 End Date: 01/17/2025	\$8,440.15	OM 1	\$8,440.15
41	BLKPMTS002-2	Blackthorn Base Support Plan Annual Cost Blackthorn.io, Inc. - BLKPMTS002 Start Date: 01/18/2024 End Date: 01/17/2025	\$1,412.12	OM 1	\$1,412.12
MI DHHS ORG 4 - BLACKTHORN SUBTOTAL:					\$9,852.27
MI DHHS ORG 5					
42	200013215	Customer Community Plus for Health Cloud - UE - Logins (Per Month) Salesforce.com, Inc. - 200013215 Start Date: 01/18/2024 End Date: 01/17/2025	\$71.44	OM 400	\$28,576.00
43	200000070	Digital Engagement - Unlimited Edition Salesforce.com, Inc. - 200000070 Start Date: 01/18/2024 End Date: 01/17/2025	\$528.70	OM 50	\$26,435.00
44	200004232	Health Cloud - Unlimited Edition Salesforce.com, Inc. - 200004232 Start Date: 01/18/2024 End Date: 01/17/2025	\$2,346.30	OM 272	\$638,193.60
45	200012646	Service Cloud - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012646 Start Date: 01/18/2024 End Date: 01/17/2025	\$0.00	OM 40	\$0.00



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
46	200012834	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 200012834 Start Date: 01/18/2024 End Date: 01/17/2025		\$0.00	OM 20	\$0.00
47	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 01/18/2024 End Date: 01/17/2025		\$71,832.70	OM 1	\$71,832.70
48	200005696	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 200005696 Start Date: 01/18/2024 End Date: 01/17/2025		\$207,567.60	OM 1	\$207,567.60
49	200005840	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. - 200005840 Start Date: 01/18/2024 End Date: 01/17/2025		\$122.55	OM 205	\$25,122.75
MI DHHS ORG 5 SUBTOTAL:						\$997,727.65
<hr/>						
50	205-CREDIT	Credit Back Salesforce.com, Inc.		-\$2,417.90	OM 1	-\$2,417.90
_ SUBTOTAL:						-\$2,417.90
SUBTOTAL:						\$7,916,005.30
TOTAL PRICE:						\$7,916,005.30
TOTAL QUOTE:						\$7,916,005.30

Please reference the Carahsoft quote # 41527058 and contract # 071B6600108 on the purchase order



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **69**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$61,961,492.39	\$162,597.75	\$62,124,090.14		

DESCRIPTION

Effective October 9, 2023, the Contract is hereby increased by \$162,597.75 and the following amendment is incorporated into the Contract for Salesforce Expertise Hours in support of the LARA Child Care Project (CCHIRP).
 All other terms, conditions, specifications, and pricing remain the same per contractor, agency, and DTMB procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Jordan Sherlock
Michigan Department of Technology, Management and
Budget (DTMB)
7461 Crowner Dr
Dimondale, MI 48821-5003 USA

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sherlockj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE:

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 40615566
QUOTE DATE: 08/24/2023
QUOTE EXPIRES: 10/09/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$162,597.75

TOTAL QUOTE: \$162,597.75

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200001454-2	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 10/09/2023 End Date: 01/08/2024		\$309.71 OM	525	\$162,597.75
SUBTOTAL:						\$162,597.75
TOTAL PRICE:						\$162,597.75
TOTAL QUOTE:						\$162,597.75



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **68**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102 romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$61,961,492.39	\$0.00	\$61,961,492.39		

DESCRIPTION

Effective August 25, 2023, the following amendment is hereby incorporated into the Contract for two additional Salesforce licenses for Agency Services supporting MDOS's Driver Appeal Integrated System (DAIS) application. Total cost is \$3,901.87. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Judy Odett	517-242-0122	OdettJ@michigan.gov
DMVA	Jason Rogers	517-281-9790	RogersJ22@michigan.gov
DTMB	Sunil Polavarapu	517-388-2437	PolavarapuS1@michigan.gov



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Chad Bassett
 Procurement
 Michigan Dept. of State
 608 W Allegan
 4th FL Pillar B-19
 Lansing, MI 48933 USA

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: bassettc@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE:

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 39774693
QUOTE DATE: 07/10/2023
QUOTE EXPIRES: 07/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$3,901.87

TOTAL QUOTE: \$3,901.87



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **67**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,961,492.39	\$10,000,000.00	\$61,961,492.39		

DESCRIPTION

Effective 8/23/2023, this Contract is hereby increased by \$10,000,000.00 to complete FY23 and FY24 agency renewals.
 All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval and State Administrative Board approval on 8/22/2023.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **66**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,961,492.39	\$0.00	\$51,961,492.39		

DESCRIPTION

Effective July 31, 2023, the following amendment is incorporated into this Contract per attached Quote 39889520 for a sandbox for DHHS Child Welfare. Total cost is \$80,221.19. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 39889520
QUOTE DATE: 07/17/2023
QUOTE EXPIRES: 08/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$80,221.19

TOTAL QUOTE: \$80,221.19

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200000512-2	Sandbox (Full Copy) 30% of Net Price Salesforce.com, Inc. - 200000512 Start Date: 08/01/2023 End Date: 01/17/2024		\$80,221.19 OM	1	\$80,221.19
SUBTOTAL:						\$80,221.19
TOTAL PRICE:						\$80,221.19
TOTAL QUOTE:						\$80,221.19



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **65**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,961,492.39	\$0.00	\$51,961,492.39		

DESCRIPTION

Effective June 16, 2023, the following amendment is hereby incorporated into the Contract for Drawloop licenses renewals for DHHS's Child Welfare. Total cost is \$64,275.76. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp
 CARAHSOFTTECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Leslie Tolbert
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: odettj@michigan.gov

EMAIL: Leslie.Tolbert@carahsoft.com

PHONE: (517) 242-0122

PHONE: (703) 581-6794

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 39260143
QUOTE DATE: 05/31/2023
QUOTE EXPIRES: 08/25/2023
RFQNO:
SHIPPING: ESD
TOTAL PRICE: \$64,275.76

TOTAL QUOTE: \$64,275.76



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **64**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,798,894.64	\$162,597.75	\$51,961,492.39		

DESCRIPTION

Effective June 12, 2023, the Contract is hereby increased by \$162,597.75 and the following amendments are incorporated into the Contract for Salesforce Expertise Hours in support of the LARA Child Care Project (CCHIRP).

All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement and State Administrative Board approval on 9/28/2021.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Jordan Sherlock
Michigan Department of Technology, Management and
Budget (DTMB)
7461 Crowner Dr
Dimondale, MI 48821-5003 USA

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sherlockj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE:

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 39183047
QUOTE DATE: 05/22/2023
QUOTE EXPIRES: 06/16/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$54,199.25

TOTAL QUOTE: \$54,199.25

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200001454-2	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 06/26/2023 End Date: 08/25/2023		\$309.71 OM	175	\$54,199.25
SUBTOTAL:						\$54,199.25
TOTAL PRICE:						\$54,199.25
TOTAL QUOTE:						\$54,199.25

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Jordan Sherlock
Michigan Department of Technology, Management and
Budget (DTMB)
7461 Crowner Dr
Dimondale, MI 48821-5003 USA

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sherlockj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE:

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 39183141
QUOTE DATE: 05/22/2023
QUOTE EXPIRES: 06/16/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$54,199.25

TOTAL QUOTE: \$54,199.25

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200001454-2	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 07/25/2023 End Date: 09/24/2023		\$309.71 OM	175	\$54,199.25
SUBTOTAL:						\$54,199.25
TOTAL PRICE:						\$54,199.25
TOTAL QUOTE:						\$54,199.25

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Jordan Sherlock
Michigan Department of Technology, Management and
Budget (DTMB)
7461 Crowner Dr
Dimondale, MI 48821-5003 USA

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sherlockj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE:

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 39183156
QUOTE DATE: 05/22/2023
QUOTE EXPIRES: 05/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$54,199.25

TOTAL QUOTE: \$54,199.25

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200001454-2	Salesforce Expertise Hours Salesforce.com, Inc. - 200001454 Start Date: 08/26/2023 End Date: 10/25/2023		\$309.71 OM	175	\$54,199.25
SUBTOTAL:						\$54,199.25
TOTAL PRICE:						\$54,199.25
TOTAL QUOTE:						\$54,199.25



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **63**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,798,894.64	\$0.00	\$51,798,894.64		

DESCRIPTION

Effective May 11, 2023, the following amendment is incorporated into this Contract per attached Quote 38854672 for a Salesforce Data Mask License for MDHSS Comprehensive Child Welfare Information System. Total cost is \$80,941.32 . No additional Contract funding is needed at this time; existing funds are adequate to support this change

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 38854672
QUOTE DATE: 04/27/2023
QUOTE EXPIRES: 05/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$80,941.32

TOTAL QUOTE: \$80,941.32

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0165	Salesforce Data Mask 10% Net Price Salesforce.com, Inc. - 121-0165 Start Date: 05/05/2023 End Date: 01/17/2024		\$80,941.32	OM 1	\$80,941.32
SUBTOTAL:						\$80,941.32
TOTAL PRICE:						\$80,941.32
TOTAL QUOTE:						\$80,941.32



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **62**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,798,894.64	\$0.00	\$51,798,894.64		

DESCRIPTION

Effective March 31, 2023, the following amendment is incorporated into this Contract per attached Quote 37723692 for 6 additional Salesforce licenses for Michigan Veterans Affairs Agency. Total cost is \$17,092.83. No additional Contract funding is needed at this time; existing funds are adequate to support this change

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: FOR: Jason Rogers
Data and Budget Specialist
Michigan Veterans Affairs Agency
222 North Washington Square
Lansing, MI 48933 FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190
EMAIL: rogersj22@michigan.gov EMAIL: Caroline.Mackin@Carahsoft.com
PHONE: (517) 281-9790 PHONE: (571) 662-3420
FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 37723692
QUOTE DATE: 02/16/2023
QUOTE EXPIRES: 03/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$17,092.83

TOTAL QUOTE: \$17,092.83

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 03/31/2023 End Date: 12/18/2023		\$2,191.39 OM	6	\$13,148.34
2	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 03/31/2023 End Date: 12/18/2023		\$2,629.66 OM	1	\$2,629.66
3	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 03/31/2023 End Date: 12/18/2023		\$1,314.83 OM	1	\$1,314.83
SUBTOTAL:						\$17,092.83

TOTAL PRICE: \$17,092.83

TOTAL QUOTE: \$17,092.83

CONFIDENTIAL

QUOTE DATE: 02/16/2023
QUOTE NO: 37723692



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **61**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,798,894.64	\$0.00	\$51,798,894.64		

DESCRIPTION

Effective March 16, 2023, the following amendment is incorporated into this Contract per attached Quote 37832387 for Ownbackup renewal in support of MDHSS. Total cost is \$408,000.00. No additional Contract funding is needed at this time; existing funds are adequate to support this change

Please note, the previous total Contract value was incorrect. The \$24,193.55 added under Change Notice 4 did not carry through future Change Notices and the "ESTIMATED AGGREGATE CONTRACT VALUE" was undervalued by this amount. This Change Notice 61 corrects this error.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Sunil Polavarapu
 Database and Architecture Support
 State of Michigan – DTMB – Agency Services Supporting
 DHHS
 235 S Grand Ave
 Grand Tower, 9th Floor NW
 Lansing, MI 48933 USA

EMAIL: PolavarapuS1@michigan.gov

PHONE: (517) 388-2437

FROM: Leonardo Lupinetti
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: Leonardo.Lupinetti@Carahsoft.com

PHONE: (571) 662-3367 **FAX:**

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 37832387
QUOTE DATE: 02/28/2023
QUOTE EXPIRES: 03/23/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$408,000.00

TOTAL QUOTE: \$408,000.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	SFDCUNL22 - ANNUAL-2	Unlimited for Salesforce - Annual Retention - 10 Years License Type - Standard OwnBackup, Inc. - SFDCUNL22 - ANNUAL Start Date: 03/23/2023 End Date: 03/22/2024	\$18.57 OM	10000	\$185,700.00
2	SFDCUNLCOMM - ANNUAL-2	Unlimited for Salesforce - COMMUNITY License - Annual Waived Retention - 10 Years License Type - Customer Community OwnBackup, Inc. - SFDCUNLCOMM - ANNUAL Start Date: 03/23/2023 End Date: 03/22/2024	\$0.00 OM	15000000	\$0.00
3	ENSBSEEDSF22 - ANNUAL-2	Enhanced Sandbox Seeding - Annual License Type - Standard OwnBackup, Inc. - ENSBSEEDSF22 - ANNUAL Start Date: 03/23/2023 End Date: 03/22/2024	\$11.87 OM	10000	\$118,700.00
4	BYOK - ANNUAL-2	Bring Your Own Key License Type - Standard OwnBackup, Inc. - BYOK - ANNUAL Start Date: 03/23/2023 End Date: 03/22/2024	\$3.54 OM	10000	\$35,400.00
5	CSPP- 2	Customer Success Premier Package License Type - Standard OwnBackup, Inc. - CSPP Start Date: 03/23/2023 End Date: 03/22/2024	\$6.82 OM	10000	\$68,200.00
SUBTOTAL:					\$408,000.00

CONFIDENTIAL

QUOTE DATE: 02/28/2023
QUOTE NO: 37832387



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **60**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,774,701.09	\$0.00	\$51,774,701.09		

DESCRIPTION

Effective March 2, 2023, the following amendment is incorporated into this Contract per attached Quote 37832987 to recognize an increase of the Salesforce Customer Community Plus licenses and associated support for use by MDHHS - Division of HIV and STD Programs /SHOARS. Total cost is \$0.00.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Caroline Mackin
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 37832987
QUOTE DATE: 02/24/2023
QUOTE EXPIRES: 03/31/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **59**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,774,701.09	\$0.00	\$51,774,701.09		

DESCRIPTION

Effective February 24, 2023, the following amendment is incorporated into this Contract per attached Quote 37650261 for six additional Salesforce Lightning Platform licenses in support of Treasury's Growing Michigan Business Grant. Total cost is \$8,053.07. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 37650261
QUOTE DATE: 02/09/2023
QUOTE EXPIRES: 02/28/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$8,053.07

TOTAL QUOTE: \$8,053.07

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0156	Lightning Platform Plus Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 02/15/2023 End Date: 01/23/2024		\$925.64 OM	6	\$5,553.84
2	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 02/15/2023 End Date: 01/23/2024		\$833.08 OM	1	\$833.08
3	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 02/15/2023 End Date: 01/23/2024		\$1,666.15 OM	1	\$1,666.15
SUBTOTAL:						\$8,053.07
TOTAL PRICE:						\$8,053.07
TOTAL QUOTE:						\$8,053.07



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **58**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,774,701.09	\$0.00	\$51,774,701.09		

DESCRIPTION

Effective February 17, 2023, the following amendment is incorporated into this Contract per attached Quote 37610069 for temporary service of a MDHHS sandbox environment. Total cost is \$0.00.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724

www.carahsoft.com | sales@carahsoft.com

TO: Christopher Rose
Michigan Department of Technology, Management & Bu
MI USA

FROM: Caroline Mackin
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: RoseC4@michigan.gov

EMAIL: Caroline.Mackin@Carahsoft.com

PHONE: (517) 335-6326

PHONE: (571) 662-3420

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 37610069
QUOTE DATE: 02/06/2023
QUOTE EXPIRES: 02/28/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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1	121-0202	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 02/06/2023 End Date: 03/05/2023		\$0.00 OM	1	\$0.00
2	121-0203	Sandbox (Full Copy) 30% Net Price Salesforce.com, Inc. - 121-0203 Start Date: 02/06/2023 End Date: 03/05/2023		\$0.00 OM	1	\$0.00

SUBTOTAL: \$0.00

TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **57**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein (517) 898-8102 romeins@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,774,701.09	\$0.00	\$51,774,701.09		

DESCRIPTION

Effective February 6, 2023, the following amendment is incorporated into this Contract per attached Quote 37210423 for Salesforce Marketing Cloud Engagement licenses and service in support of DHHS' SHOARS. Total cost is \$47,869.15. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, and DTMB Central Procurement Services approval.

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 37210423
QUOTE DATE: 01/06/2023
QUOTE EXPIRES: 02/10/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$47,869.15

TOTAL QUOTE: \$47,869.15



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **56**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,774,701.09	\$0.00	\$51,774,701.09		

DESCRIPTION

Effective 1/25/2023, the following amendment (quote 37063113) is incorporated into the Contract for MDHHS Salesforce renewals and licensing. The total cost is \$6,335,679.99. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

- \$399,378.27 for ORG1 (Michigan Online Reporting System (MORS)- term 01/18/23-01/17/24
- \$2,251,761.55 for ORG1 (MDHHS MIBRIDGES) - term 01/18/23-01/17/24
- \$2,751,698.59 for ORG2 (Comprehensive Child Welfare Information System (CCWIS))- term 01/18/23-01/17/24
- \$661,511.94 for ORG4 (STI/HIV Operations and Resource System (SHOARS))- term 01/18/23-01/17/24
- No renewal for ORG3 (COVID - 19 - Contact Tracing)
- \$271,329.64 for Michigan Integrated Crisis and Access Line (MiCAL)

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett Business Relationship Manager MI Dept of Technology, Management, and Budget 120 N Washington Sq 8th Fl Lansing, MI 48933 United States	FROM: Will Sanchez Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: odett@michigan.gov	EMAIL: William.Sanchez@carahsoft.com
PHONE: (517) 242-0122	PHONE: (571) 662-3438 FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 37083113
QUOTE DATE: 01/19/2023
QUOTE EXPIRES: 01/27/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$6,335,679.99

TOTAL QUOTE: \$6,335,679.99

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS ORG 1						
1	121-0169	Additional 10 Objects for Customer Community (Login) Salesforce.com, Inc. - 121-0169 Start Date: 01/18/2023 End Date: 01/17/2024		\$105,808.92	OM 3	\$317,426.76
2	121-0130	Customer Community - Logins Unlimited Edition Salesforce.com, Inc. - 121-0130 Start Date: 01/18/2023 End Date: 01/17/2024		\$0.70	OM 758191	\$530,733.70
3	121-0131	Customer Community Plus - Members Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 01/18/2023 End Date: 01/17/2024		\$18.79	OM 6001	\$112,758.79
4	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/18/2023 End Date: 01/17/2024		\$96,679.85	OM 1	\$96,679.85
5	121-0181	Lightning Console Salesforce.com, Inc. - 121-0181 Start Date: 01/18/2023 End Date: 01/17/2024		\$145.16	OM 200	\$29,032.00
6	121-0156	Lightning Platform Plus Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024		\$645.16	OM 600	\$387,096.00
7	121-0155	Lightning Platform Starter Unlimited Edition Salesforce.com, Inc. - 121-0155 Start Date: 01/18/2023 End Date: 01/17/2024		\$115.61	OM 2000	\$231,220.00

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



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 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	121-0182	Public Communities Page Views (1 million/month) Salesforce.com, Inc. - 121-0182 Start Date: 01/18/2023 End Date: 01/17/2024	\$0.00 OM	5	\$0.00
9	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/18/2023 End Date: 01/17/2024	\$397,101.01 OM	1	\$397,101.01
10	121-0202	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 01/18/2023 End Date: 01/17/2024	\$168,856.17 OM	1	\$168,856.17
11	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024	\$2,066.74 OM	50	\$103,337.00
12	121-0093	Service Cloud Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024	\$0.00 OM	40	\$0.00
13	121-0156	Lightning Platform Plus Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024	\$0.00 OM	20	\$0.00
14	121-0169	Additional 10 Objects for Customer Community (Member) Salesforce.com, Inc. - 121-0169 Start Date: 01/18/2023 End Date: 01/17/2024	\$18,800.00 OM	3	\$56,400.00
15	121-0684	Salesforce Architect Salesforce.com, Inc. - 121-0684 Start Date: 01/18/2023 End Date: 01/17/2024	\$503,479.20 OM	1	\$503,479.20
MI DHHS ORG 1 SUBTOTAL:					\$2,934,120.48
MI DHHS ORG 2					
16		Additional Field History Per Entity Salesforce.com, Inc. Start Date: 01/18/2023 End Date: 01/17/2024	\$0.00 OM	40	\$0.00
17	121-0167	Lightning Platform Object Pack Salesforce.com, Inc. - 121-0167 Start Date: 01/18/2023 End Date: 01/17/2024	\$23.37 OM	8290	\$193,737.30
18	121-0156	Lightning Platform Plus Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024	\$138.96 OM	8000	\$1,111,680.00
19	121-0156	Lightning Platform Plus (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024	\$69.48 OM	290	\$20,149.20
20	121-0157	Lightning Platform (Administrator) Unlimited Edition Salesforce.com, Inc. - 121-0157 Start Date: 01/18/2023 End Date: 01/17/2024	\$511.57 OM	40	\$20,462.80

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
21	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/18/2023 End Date: 01/17/2024		\$184,349.17 OM	1	\$184,349.17
22	121-0203	Sandbox (Full Copy) 30% Net Price Salesforce.com, Inc. - 121-0203 Start Date: 01/18/2023 End Date: 01/17/2024		\$172,828.42 OM	2	\$345,656.84
23	121-0202	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 01/18/2023 End Date: 01/17/2024		\$115,218.95 OM	1	\$115,218.95
24	121-0201	Sandbox (Developer Pro) 5% Net Price Salesforce.com, Inc. - 121-0201 Start Date: 01/18/2023 End Date: 01/17/2024		\$57,609.47 OM	3	\$172,828.41
25	121-0689	Signature Success Gov Cloud Salesforce.com, Inc. - 121-0689 Start Date: 01/18/2023 End Date: 01/17/2024		\$345,750.00 OM	1	\$345,750.00
26	121-0093	Service Cloud Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024		\$0.00 OM	40	\$0.00
27	121-0156	Lightning Platform Plus Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024		\$0.00 OM	20	\$0.00
28	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/18/2023 End Date: 01/17/2024		\$69,131.37 OM	1	\$69,131.37
MI DHHS ORG 2 SUBTOTAL:						\$2,578,964.04
MI DHHS ORG 4						
29	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024		\$1,798.83 OM	220	\$395,742.60
30	121-0130	Customer Community - Logins Unlimited Edition Salesforce.com, Inc. - 121-0130 Start Date: 01/18/2023 End Date: 01/17/2024		\$3.39 OM	15500	\$52,545.00
31	121-0131	Customer Community Plus - Members Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 01/18/2023 End Date: 01/17/2024		\$86.03 OM	175	\$15,055.25
32	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 01/18/2023 End Date: 01/17/2024		\$73,187.81 OM	1	\$73,187.81
33	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/18/2023 End Date: 01/17/2024		\$64,170.46 OM	1	\$64,170.46

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
34	121-0170	Additional 20 Objects for Customer Community Plus Salesforce.com, Inc. - 121-0170 Start Date: 01/18/2023 End Date: 01/17/2024		\$0,52 OM	175	\$91,00
35	121-0156	Lightning Platform Plus Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024		\$0,00 OM	20	\$0,00
36	121-0093	Service Cloud Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024		\$0,00 OM	40	\$0,00
37	121-0157	Lightning Platform (Administrator) Unlimited Edition Salesforce.com, Inc. - 121-0157 Start Date: 01/18/2023 End Date: 01/17/2024		\$512,90 OM	23	\$11,796,70
MI DHHS ORG 4 SUBTOTAL:						\$612,588,82
MICAL						
38	121-0141	Customer Community Plus for Health Cloud - Logins Unlimited Edition Salesforce.com, Inc. - 121-0141 Start Date: 01/18/2023 End Date: 01/17/2024		\$68.69 OM	600	\$41,214,00
39	121-0114	Digital Engagement Unlimited Edition Salesforce.com, Inc. - 121-0114 Start Date: 01/18/2023 End Date: 01/17/2024		\$508,36 OM	50	\$25,418,00
40	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/18/2023 End Date: 01/17/2024		\$56,380.45 OM	1	\$56,380.45
41	121-0009	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 01/18/2023 End Date: 01/17/2024		\$2,463.61 OM	192	\$473,013.12
42	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/18/2023 End Date: 01/17/2024		\$161,515.88 OM	1	\$161,515.88
43	121-0093	Service Cloud Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2023 End Date: 01/17/2024		\$0,00 OM	40	\$0,00
44	121-0156	Lightning Platform Plus Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2023 End Date: 01/17/2024		\$0,00 OM	20	\$0,00
45	121-0131	Customer Community Plus - Members Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 01/18/2023 End Date: 01/17/2024		\$117.84 OM	205	\$24,157.20
MICAL SUBTOTAL:						\$781,698,65
46	CREDIT	Credit back for original CN52/Quote #35455917 based on contract execution date on or before 1/18/23 Salesforce.com, Inc.		\$571,692.00 - OM	1	-\$571,692,00

CONFIDENTIAL
PAGE 4 of 10

SUBTOTAL:

QUOTE DATE: ~~01/19/2023~~
QUOTE NO: 37083113

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$6,335,679.99
TOTAL PRICE:						\$6,335,679.99
TOTAL QUOTE:						\$6,335,679.99



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **55**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$51,774,701.09	\$0.00	\$51,774,701.09

DESCRIPTION

Effective 1/19/2023, the following amendment is hereby incorporated into the Contract for Salesforce licenses for LARA's Child Care Licensing Bureau. Total cost is \$437,536.89. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Jordan Sherlock
 Michigan Department of Technology, Management and
 Budget (DTMB)
 7461 Crowner Dr
 Dimondale, MI 48821-5003 USA

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: sherlockj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-5556

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 37119372
QUOTE DATE: 01/06/2023
QUOTE EXPIRES: 01/27/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$437,536.89

TOTAL QUOTE: \$437,536.89

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
8	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 01/27/2023 End Date: 01/26/2024		\$41,714.53 OM	1	\$41,714.53
9	CREDIT	Estimated credit back based on contract execution date on or before 1/27/23 Salesforce.com, Inc.		\$24,588.57 - OM	1	-\$24,588.57
SUBTOTAL:						\$437,536.89
TOTAL PRICE:						\$437,536.89
TOTAL QUOTE:						\$437,536.89



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **54**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,774,701.09	\$1,000,000.00	\$51,774,701.09		

DESCRIPTION

Effective 12/9/2022, this Contract is hereby increased by \$1,000,000.00 to complete FY23 agency renewals.
 Funding was approved on the 9/28/2021 Ad Board (CN 25).
 All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **53**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,764,217.09	\$10,484.00	\$50,774,701.09		

DESCRIPTION

Effective 11/2/2022, this Contract is hereby increased by \$10,484.00 and the following amendment is incorporated to provide up to 50 hours of maintenance and support services from SevenPoints to support Treasury Hearings Salesforce system. This exception is being allowed as a temporary bridge for transition to a long term solution.

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

SEVENPOINTS CONSULTING INC.
STATEMENT OF WORK

Project Title: SevenPoints Hearings Case Manager CloudCare	Period of Coverage: 7/01/2022 - 12/31/2022
Customer: Michigan Treasury Department Hearings Division	Michigan
SOW Effective Date:	July 22, 2022
Under State Term Contract 071B6600108:	Effective until 7/21/2026

This Statement of Work (“SOW”) is governed by the terms of the State of Michigan - MiDeals SFDC Cloud Services, Contract **071B6600108**. In the event of any conflict between this SOW and the Mideal SFDC Contract, the Mideal SFDC Contract shall govern.

1. Contact Information

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Manager: Name: Majed Younes, MBA, M Title: Sr. IT Project Manager Phone: 313.444.5858 Email Address: younesm@michigan.gov	Customer Facility Address: Michigan Department of Treasury Lansing, Michigan 48922 US
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SevenPoints Program Manager:
Name: Nina DiMeglio
Title: Program Manager
Phone: Chief Operating Officer
Email Address: nina@sevenpoints.co

2. Project Background, Scop, and Deliverables

2.1 Background

The Department of Treasury partnered with SevenPoints to modernize and replace the SOM Treasury Divisions legacy Docket Management system (HTS) with a Salesforce based solution that supports the numerous functions of the Treasury Hearings Department team.

The Salesforce-based solution went live on May 9, 2022 and enables Treasury users to perform all Hearing Docket Tracking processes in one system.

The State of Michigan Treasury Department Hearings Division is requesting a maintenance agreement for post-production maintenance and support services to be provided by SevenPoints for the time period of 7/01/2022 – 12/31/2022.

2.2. Project Objective

The Hearings Division is requesting a CloudCare agreement for maintenance and support services. SevenPoints will provide up to 50 hours of maintenance and support services over the period of this SOW.

On-Going Support

1. Change Requests

- a. Requests to change HCM functions including, but not limited to, :
 - i. Data clean-up reports or mass update/deletion programs
 - ii. New or modified Reports, Dashboards, or List Views
 - iii. Support for design, development, and testing of integrations to the SOM Treasury or related systems; (i.e., FileNet)
 - iv. Requests for additional training courses, training materials, or job aids for HCM system functions.
 - v. New features, functions, or enhancements
 1. At the sole discretion of the SOM Treasury Hearings Division hours contained with this agreement may be used for professional services to design, modify, customize, or enhance software functionality to meet new SOM Treasury Hearings HCM business requirements or requests.
 - vi. Change requests will occur according to the process listed below:
 1. SOM Hearings Case Manager System Administrator will send requests for support to support@sevenpoints.co
 2. Vendor will review requirements and provide an estimate of the hours required to deliver the change request
 3. SOM Treasury must approve the change request (requirements and hours estimate) prior to any configuration or development work started by Vendor.
 4. Once approved, Vendor will configure/develop the new feature/enhancement in the appropriate Salesforce Sandbox and notify HCM System Administrator via email.
 5. HCM System Administrator will coordinate user acceptance testing and notify vendor of approval
 6. Change requests developed in HCM will be uploaded into the production environment by DTMB Agency Service via a DTMB maintenance release that will occur as per a mutually agreed upon schedule. Vendor will work with SOM Treasury or other DTMB resources to support the move to production.

2.3. Assumptions:

Sufficient and appropriate SOM Treasury Hearings Division resources must be available during the project.

SOM Treasury Hearings must communicate regularly with SevenPoints and provide SevenPoints with timely feedback, as it is reasonably required for SevenPoints to complete the deliverables associated with the project.

SevenPoints resources will provide support for this project remotely.

Documentation requirements: End user documentation will not be required for Change Requests unless Training Documentation is defined as the scope of the Change Request.

2.4. Deliverables

Deliverables will be considered complete when the Agency Project Manager has formally accepted them.

Deliverables for this project include:

- **BUG/DEFECT FIXES, NEW FEATURE REQUESTS:** Satisfactory development, test, and delivery for implementation of identified bugs/defects/feature requests/enhancements in the Hearings Case Manager Salesforce Test or QA application environment.

2.5. Project Control and Reports

A monthly 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 invoice. Each monthly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the invoice time period, 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 to include:

3. Fees

Fees under this agreement will be on a time and material basis as shown on the schedule below:

3.1. Fee Schedule

Resource	Rate/Hr.	Estimated Hours	Estimated Cost
SevenPoints Salesforce.com Consultant	\$209.68	50	\$10,484

3.2 Expenses

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

3.3 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.

3.4 Location of Work

Work performed in the execution of this contract should occur at State facilities or Contractor facilities; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

3.5 Payment Schedule

NOTE: Payment will be based upon satisfactory acceptance of hours worked on each Deliverable per month.

DTMB will pay Carahsoft 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.

Payment shall be considered timely if made by the DTMB within thirty (30) days after receipt of properly completed invoices.

The designated Agency Project manager is:

Regina Blough
Title: Treasury Division Administrator
Phone: 517.636.4107
Email Address: BloughR@michigan.gov

The designated DTMB Project Manager is:

Majed Younes, MBA,
Title: Sr. IT Project Manager
Phone: 313.444.5858
Email Address: younesm@michigan.gov

4. General

Waivers; Modifications: No waiver, alteration, or modification of the provisions of this SOW will be valid unless made in writing that refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders, or acknowledgments issued by the Customer are for convenience only, and any included terms and conditions shall have no force or effect.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Carahsoft Technology Corp.		State of MI – Department of Treasury	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **52**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,764,217.09	\$0.00	\$50,764,217.09		

DESCRIPTION

Effective 10/25/2022, the following amendment is hereby incorporated into the Contract for Salesforce license renewal for Michigan Crisis and Access Line (MiCAL) within MDHHS. Total cost is \$745,198.51. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE {703} 871-8500 | FAX {703} 871-8505 | TOLL FREE {888} 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
 CRM Support
 Michigan Enterprise Contact Center (MiECC)
 4125 W. St Joseph Street
 Lansing, MI 48917 USA

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE:

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 35455917
QUOTE DATE: 08/24/2022
QUOTE EXPIRES: 10/25/2022
RFQNO:
SHIPPING: ESD
TOTAL PRICE: \$745,198.51

TOTAL QUOTE: \$745,198.51

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
	121-0141	Customer Community Plus for Health Cloud - Logins Unlimited Edition Salesforce.com, Inc. -121-0141 Start Date: 10/26/2022 End Date: 10/25/2023	\$52.7917 OM	1500	\$79,187.55
2	121-0131	Customer Community Plus - Members Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 10/26/2022 End Date: 10/25/2023	\$93.85 OM	205	\$19,239.25
3	121-0114	Digital Engagement Unlimited Edition Salesforce.com, Inc. -121-0114 Start Date: 10/26/2022 End Date: 10/25/2023	\$508.36 OM	50	\$25,418.00
4	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 10/26/2022 End Date: 10/25/2023	\$53,773.12 OM		\$53,773.12
5	121-0009	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 10/26/2022 End Date: 10/25/2023	\$2,463.61 OM	168	\$413,886.48
6	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 10/26/2022 End Date: 10/25/2023	\$153,694.11 OM		\$153,694.11
SUBTOTAL:					\$745,198.51

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
			TOTAL PRICE:		\$745,198.51
			TOTAL QUOTE:		\$745,198.51

Customer must reference the Carahsoft Quote # 35455917 on their Purchase Order



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **51**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,764,217.09	\$0.00	\$50,764,217.09		

DESCRIPTION

Effective 10/19/2022, the following amendment is hereby incorporated into the Contract for 5 additional LDS Gov Cloud FedRAMP Drawloop licenses for Treasury Hearings. Total cost is \$890.20. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468



TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MiECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Annie Tinsley
Salesforce ISV Team
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: Annie.Tinsley@Carahsoft.com

PHONE:

PHONE: (571) 662-3361

FAX:

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 35983776
QUOTE DATE: 09/29/2022
QUOTE EXPIRES: 10/01/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$890.20

TOTAL QUOTE: \$890.20

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	NI-001	LDS Gov Cloud FedRAMP Drawloop Technologies Start Date: 10/01/2022 End Date: 04/21/2023		\$178.04 OM	5	\$890.20
SUBTOTAL:						\$890.20
TOTAL PRICE:						\$890.20
TOTAL QUOTE:						\$890.20

****Please include Carahsoft quote number 35983776 on the PO****



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **50**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,764,217.09	\$0.00	\$50,764,217.09		

DESCRIPTION

Effective 9/20/2022, the following amendment is hereby incorporated into the Contract for Sandbox licenses for DHHS's Child Welfare. Total cost is \$67,190.94. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 35437645
QUOTE DATE: 08/23/2022
QUOTE EXPIRES: 08/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$67,190.94

TOTAL QUOTE: \$67,190.94

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0201	Sandbox (Developer Pro) 5% Net Price Salesforce.com, Inc. - 121-0201 Start Date: 09/01/2022 End Date: 01/17/2023	\$22,396.98 OM	3	\$67,190.94
SUBTOTAL:					\$67,190.94
TOTAL PRICE:					\$67,190.94
TOTAL QUOTE:					\$67,190.94



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **49**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,513,099.65	\$251,117.44	\$50,764,217.09		

DESCRIPTION

Effective 8/23/2022, this Contract is hereby increased by \$251,117.44 for Treasury's Salesforce renewals and additional licenses. The following amendments are incorporated into the Contract:

\$249,241.64 for Quote 34690495 renewing 70 Service Cloud Unlimited Licenses and 12 Customer Community Plus Member Licenses and adding 2 Service Cloud Unlimited Licenses for a total of 72, 88 Customer Community Plus Member Licenses for a total of 100, and 200 Customer Community Plus Logins (per Month) for a total of 2400.

\$1875.80 for Quote 35139413 for 2 additional LDS Gov Cloud FedRAMP IL2 Drawloop licenses.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 34690495
QUOTE DATE: 07/12/2022
QUOTE EXPIRES: 08/26/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$249,241.64

TOTAL QUOTE: \$249,241.64

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 08/27/2022 End Date: 08/26/2023		\$2,197.89 OM	72	\$158,248.08
2	121-0131	Customer Community Plus - Members - Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 08/27/2022 End Date: 08/26/2023		\$109.89 OM	100	\$10,989.00
3	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 08/27/2022 End Date: 08/26/2023		\$17,803.84 OM	1	\$17,803.84
4	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 08/27/2022 End Date: 08/26/2023		\$53,408.72 OM	1	\$53,408.72
5	121-0132	Customer Community Plus - Logins - Unlimited Edition Salesforce.com, Inc. - 121-0132 Start Date: 08/27/2022 End Date: 08/26/2023		\$43.96 OM	200	\$8,792.00
SUBTOTAL:						\$249,241.64
TOTAL PRICE:						\$249,241.64
TOTAL QUOTE:						\$249,241.64

CONFIDENTIAL

QUOTE DATE: 07/12/2022
QUOTE NO: 34690495

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp

CARASOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468



TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MiECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Matthew Null
Salesforce ISV Team
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: Matthew.Null@carahsoft.com

PHONE:

PHONE: (571) 662-3418

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 35139413
QUOTE DATE: 08/05/2022
QUOTE EXPIRES: 08/19/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,875.80

TOTAL QUOTE: \$1,875.80

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	NI-001	LDS Gov Cloud FedRAMP IL2 12 month price Drawloop Technologies Start Date: 08/22/2022 End Date: 04/21/2023		\$375.16 OM	5	\$1,875.80
SUBTOTAL:						\$1,875.80
TOTAL PRICE:						\$1,875.80
TOTAL QUOTE:						\$1,875.80

****Please include Carahsoft quote number 35139413 on the PO****



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **48**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	MULTI
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,513,099.65	\$0.00	\$50,513,099.65		

DESCRIPTION

Effective 8/10/2022, the following amendment is hereby incorporated into the Contract for Drawloop licenses renewals for DHHS's Child Welfare. Total cost is \$60,637.51. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARASOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Leslie Carpenter
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: odettj@michigan.gov

EMAIL: Leslie.Carpenter@carahsoft.com

PHONE: (517) 242-0122

PHONE: (703) 673-3624

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 34545780
QUOTE DATE: 07/01/2022
QUOTE EXPIRES: 08/20/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$60,637.51

TOTAL QUOTE: \$60,637.51



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **47**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$50,513,099.65	\$0.00	\$50,513,099.65		

DESCRIPTION

Effective 8/5/2022, the following amendment is hereby incorporated into the Contract for Salesforce licenses for LARA's Child Care Licensing Bureau. Total cost is \$44,944.20. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Shoba Murali
Information Technology Manager
State Of Michigan Department Of Technology, Management
And Budget
4125 W St Joe Hwy
Lansing, MI 48917 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: muralis@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 230-4082

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 34867000
QUOTE DATE: 07/21/2022
QUOTE EXPIRES: 07/29/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$44,944.20

TOTAL QUOTE: \$44,944.20

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 07/27/2022 End Date: 07/26/2023	\$1,664.60 OM	20	\$33,292.00
2	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 07/27/2022 End Date: 07/26/2023	\$6,658.40 OM	1	\$6,658.40
3	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 07/27/2022 End Date: 07/26/2023	\$4,993.80 OM	1	\$4,993.80
SUBTOTAL:					\$44,944.20
TOTAL PRICE:					\$44,944.20
TOTAL QUOTE:					\$44,944.20



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **46**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$40,513,099.65	\$10,000,000.00	\$50,513,099.65		

DESCRIPTION

Effective 7/29/2022, this Contract is hereby increased by \$10,000,000.00 to complete FY22 and FY23 agency renewals. Funding was approved on the 9/28/2021 Ad Board (CN 25). All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **45**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$40,059,658.71	\$453,440.94	\$40,513,099.65		

DESCRIPTION

Effective 7/22/2022, this Contract is hereby increased by \$453,440.94 and the following amendment is incorporated for LARA's MLCC Salesforce.

Funding was approved on the 9/28/2021 Ad Board (CN 25). All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Ken Prudden
Michigan Dept of Information Tech
General Service Building
7461 Crowner Drive
Dimondale, MI 48821-5003 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: pruddenk@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 241-9700

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 34220798
QUOTE DATE: 06/06/2022
QUOTE EXPIRES: 07/29/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$453,440.94

TOTAL QUOTE: \$453,440.94

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0203	Sandbox (Full Copy) 30% Net Price Salesforce.com, Inc. - 121-0203 Start Date: 08/01/2022 End Date: 07/31/2023		\$71,278.2000	OM 2	\$142,556.40
2	121-0202	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 08/01/2022 End Date: 07/31/2023		\$47,518.80	OM 1	\$47,518.80
3	205-BG	Internal Users (Tier 2 Pricing) Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$821.51	OM 79	\$64,899.29
4	205-BG	Internal Users (Tier 1 Pricing) Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$845.40	OM 98	\$82,849.20
5	205-BG	Admin Users Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$1,194.05	OM 5	\$5,970.25
6	205-BG	Fund Accounting Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$28,657.24	OM 1	\$28,657.24
7	205-BG	Letters Engine Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$39,403.72	OM 1	\$39,403.72
8	205-BG	Dynamic Rules Engine Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$28,657.24	OM 1	\$28,657.24

CONFIDENTIAL

QUOTE DATE: 06/06/2022
QUOTE NO: 34220798

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
9	205-BG	Pre-Paid Support (Tier 1 & 2) - Per Hour Clariti Cloud Inc Start Date: 08/01/2022 End Date: 07/31/2023		\$215.48 OM	60	\$12,928.80
SUBTOTAL:						\$453,440.94



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **44**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,867,315.31	\$192,343.40	\$40,059,658.71		

DESCRIPTION

Effective 7/14/2022, this Contract is hereby increased by \$192,343.40 and the following amendment is incorporated for LARA's PSC Salesforce renewal.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: **FOR:** Kerry Lehman
IT Programmer and Analyst
State of Michigan
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: lehmank@michigan.gov **EMAIL:** William.Sanchez@carahsoft.com

PHONE: **PHONE:** (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 34207917
QUOTE DATE: 06/06/2022
QUOTE EXPIRES: 07/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$192,343.40

TOTAL QUOTE: \$192,343.40

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0854	Backup and Restore - Usage (1GB) Salesforce.com, Inc. - 121-0854 Start Date: 08/01/2022 End Date: 07/31/2023	\$74.04 OM	400	\$29,616.00
2	121-0805	Data Storage (500MB) - Monthly Salesforce.com, Inc. - 121-0805 Start Date: 08/01/2022 End Date: 07/31/2023	\$725.58 OM	6	\$4,353.48
3	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 08/01/2022 End Date: 07/31/2023	\$10,450.95 OM	1	\$10,450.95
4	121-0025	Sales Cloud Unlimited Edition Salesforce.com, Inc. - 121-0025 Start Date: 08/01/2022 End Date: 07/31/2023	\$2,747.0243 OM	40	\$109,880.97
5	204-1393-L	Customer Portal - Unlimited Edition - Enterprise Admin (1 Login/month) Salesforce.com, Inc. - 204-1393-L Start Date: 08/01/2022 End Date: 07/31/2023	\$34.7900 OM	400	\$13,916.00
6	204-1394-L	Customer Portal - Unlimited Edition - Enterprise Admin (Named User) Salesforce.com, Inc. - 204-1394-L Start Date: 08/01/2022 End Date: 07/31/2023	\$40.21 OM	600	\$24,126.00
SUBTOTAL:					\$192,343.40

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$192,343.40
				TOTAL QUOTE:		\$192,343.40



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **43**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,865,397.25	\$1,918.06	\$39,867,315.31		

DESCRIPTION

Effective 7/6/2022, this Contract is hereby increased by \$1,918.06 and the following amendment is incorporated for the purchase of 4 additional Service Cloud Unlimited licenses for Treasury's HCM Program.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 34469275
QUOTE DATE: 06/28/2022
QUOTE EXPIRES: 07/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,918.06

TOTAL QUOTE: \$1,918.06

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 07/01/2022 End Date: 08/26/2022		\$342.51 OM	4	\$1,370.04
2	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 07/01/2022 End Date: 08/26/2022		\$411.01 OM	1	\$411.01
3	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 07/01/2022 End Date: 08/26/2022		\$137.01 OM	1	\$137.01
SUBTOTAL:						\$1,918.06
						TOTAL PRICE: \$1,918.06
						TOTAL QUOTE: \$1,918.06

CONFIDENTIAL

QUOTE DATE: 06/28/2022

QUOTE NO: 34469275



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **42**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTNER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,864,072.59	\$1,324.66	\$39,865,397.25		

DESCRIPTION

Effective 6/7/2022, this Contract is hereby increased by \$1,324.66 and the following amendment is incorporated to purchase Service Cloud, Community and Community Plus licenses for Treasury's Hearings/Discovery.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
 Bureau Director
 State of Michigan Treasury
 Lewis Cass Building
 320 South Walnut Street
 Lansing, MI 48913

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 34002347
QUOTE DATE: 05/23/2022
QUOTE EXPIRES: 06/30/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,324.66

TOTAL QUOTE: \$1,324.66

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 06/01/2022 End Date: 08/26/2022	\$525.66 OM	1	\$525.66
2	121-0129	Customer Community - Members -Unlimited Edition Salesforce.com, Inc. - 121-0129 Start Date: 06/01/2022 End Date: 08/26/2022	\$8.7611 OM	12	\$105.13
3	121-0131	Customer Community Plus - Members -Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 06/01/2022 End Date: 08/26/2022	\$26.2832 OM	12	\$315.40
4	121-0218	Salesforce Shield 30% Net Price -Fee Salesforce.com, Inc. - 121-0218 Start Date: 06/01/2022 End Date: 08/26/2022	\$283.85 OM	1	\$283.85
5	121-0175	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 06/01/2022 End Date: 08/26/2022	\$94.62 OM	1	\$94.62
SUBTOTAL:					\$1,324.66

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$1,324.66
				TOTAL QUOTE:		\$1,324.66



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

CONTRACT CHANGE NOTICE

Change Notice Number **41**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,858,466.15	\$5,606.44	\$39,864,072.59		

DESCRIPTION

Effective 5/19/2022, this Contract is hereby increased by \$5,606.44 and the following amendment is incorporated to purchase 2 Sales Cloud Unlimited licenses to be utilized by Treasury's Michigan Education Trust.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
DTMB Cloud Application
Development
Center of Excellence

FOR: Megan Buonodono
Michigan Department of Treasury-
Education Trust
MI

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: BuonodonoM@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 230-7955

PHONE: (517) 335-6964

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 33602628
QUOTE DATE: 04/22/2022
QUOTE EXPIRES: 06/15/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$5,606.44

TOTAL QUOTE: \$5,606.44

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0025	Sales Cloud Unlimited Edition Salesforce.com, Inc. - 121-0025 Start Date: 06/01/2022 End Date: 04/20/2023		\$2,016.71 OM	2	\$4,033.42
2	121-0218	Salesforce Shield 30% Net Price -Fee Salesforce.com, Inc. - 121-0218 Start Date: 06/01/2022 End Date: 04/20/2023		\$1,210.02 OM	1	\$1,210.02
3	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase -Fee Salesforce.com, Inc. - 205-0176 Start Date: 06/01/2022 End Date: 04/20/2023		\$363.00 OM	1	\$363.00
SUBTOTAL:						\$5,606.44

TOTAL PRICE: \$5,606.44

TOTAL QUOTE: \$5,606.44



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

CONTRACT CHANGE NOTICE

Change Notice Number **40**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,858,466.15	\$0.00	\$39,858,466.15		

DESCRIPTION

Effective 5/12/2022, amendment one is hereby incorporated into the Contract for Trailhead Virtual Bootcamp for New Admins Training for 3 resources in support of the LARA Salesforce Platform. Total cost is \$1,012.53.

Additionally, the following amendments are hereby incorporated into the Contract to provide LARA's PSC Backup and Restore additional file storage. Total cost is \$34,761.80.

No additional Contract funding is needed at this time; existing funds are adequate to support these changes.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Shoba Murali
Information Technology Manager
State Of Michigan Department Of Technology, Management
And Budget
4125 W St Joe Hwy
Lansing, MI 48917 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: muralis@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 230-4082

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33597358
QUOTE DATE: 04/21/2022
QUOTE EXPIRES: 05/21/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,012.53

TOTAL QUOTE: \$1,012.53

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
2	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
3	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
SUBTOTAL:						\$1,012.53

TOTAL PRICE: \$1,012.53
TOTAL QUOTE: \$1,012.53

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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Please reference the Carahsoft Quote # 33597358 on the Customer's Purchase Order

--Product Special Terms--

-Trailhead Cancellation Policy-

Course Name: Trailhead Virtual Bootcamp for New Admins

Course Location: Virtual

Course Start Date: 5/23/2022

Course End Date: 7/1/2022

Attendees: Matthew Gabrish, Sally Wilder, and Samer Naser

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Andy Hannum
Manager, Technical Support
Michigan Public Service Commission
7109 W Saginaw St
Lansing, MI 48917

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: hannuma@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9599

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33446732
QUOTE DATE: 04/11/2022
QUOTE EXPIRES: 05/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$13,437.83

TOTAL QUOTE: \$13,437.83

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0854	Backup and Restore - Usage (1GB) Salesforce.com, Inc. Start Date: 05/02/2022 End Date: 09/28/2022		\$29.92 OM	400	\$11,968.00
2	121-0199	File Storage (10GB) (price is per org) Salesforce.com, Inc. - 121-0199 Start Date: 05/02/2022 End Date: 09/28/2022		\$124.15 OM	2	\$248.30
3	121-0175	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 05/02/2022 End Date: 09/28/2022		\$1,221.53 OM	1	\$1,221.53
SUBTOTAL:						\$13,437.83
						TOTAL PRICE: \$13,437.83
						TOTAL QUOTE: \$13,437.83

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
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PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Andy Hannum
Manager, Technical Support
Michigan Public Service Commission
7109 W Saginaw St
Lansing, MI 48917

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: hannuma@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9599

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33366679
QUOTE DATE: 04/04/2022
QUOTE EXPIRES: 04/29/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$8,243.06

TOTAL QUOTE: \$8,243.06

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0854	Backup and Restore - Usage (1GB) Salesforce.com, Inc. Start Date: 05/01/2022 End Date: 07/31/2022		\$19.4544 OM	400	\$7,781.76
2	121-0175-2	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 05/01/2022 End Date: 07/31/2022		\$461.30 OM	1	\$461.30
SUBTOTAL:						\$8,243.06
						TOTAL PRICE: \$8,243.06
						TOTAL QUOTE: \$8,243.06

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Andy Hannum
Manager, Technical Support
Michigan Public Service Commission
7109 W Saginaw St
Lansing, MI 48917

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: hannuma@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9599

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33456219
QUOTE DATE: 04/12/2022
QUOTE EXPIRES: 05/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$13,080.91

TOTAL QUOTE: \$13,080.91

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0854	Backup and Restore - Usage (1GB) Salesforce.com, Inc. Start Date: 05/01/2022 End Date: 09/23/2022		\$29.7292 OM	400	\$11,891.68
2	121-0175-2	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 05/01/2022 End Date: 09/23/2022		\$1,189.23 OM	1	\$1,189.23
SUBTOTAL:						\$13,080.91
TOTAL PRICE:						\$13,080.91
TOTAL QUOTE:						\$13,080.91



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

CONTRACT CHANGE NOTICE

Change Notice Number **39**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,833,224.49	\$25,241.66	\$39,858,466.15		

DESCRIPTION

Effective 4/26/2022, this Contract is hereby increased by \$25,241.66 for 30 Salesforce Lightning Platform licenses for Treasury's Growing Michigan Business Grant Program. The following amendment is incorporated into the Contract.

Please note, the total Contract value was incorrect on Change Notice 38. The \$33,716.91.00 added under Change Notice 37 did not carry through and the "ESTIMATED AGGREGATE CONTRACT VALUE" was undervalued by this amount. This Change Notice 39 corrects this error.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33603519
QUOTE DATE: 04/22/2022
QUOTE EXPIRES: 04/29/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$25,241.66

TOTAL QUOTE: \$25,241.66

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0156	Lightning Platform Plus Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 04/25/2022 End Date: 01/23/2023		\$491.59 OM	30	\$14,747.70
2	121-0200	File Storage (1TB) (price is per org) Unlimited Edition Salesforce.com, Inc. - 121-0200 Start Date: 04/25/2022 End Date: 01/23/2023		\$1,677.1760 OM	2	\$3,354.35
3	121-0175	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 04/25/2022 End Date: 01/23/2023		\$2,715.30 OM	1	\$2,715.30
4	121-0218	Salesforce Shield 30% Net Price -Fee Salesforce.com, Inc. - 121-0218 Start Date: 04/25/2022 End Date: 01/23/2023		\$4,424.31 OM	1	\$4,424.31

SUBTOTAL: \$25,241.66

TOTAL PRICE: \$25,241.66

TOTAL QUOTE: \$25,241.66

CONFIDENTIAL

QUOTE DATE: 04/22/2022
QUOTE NO: 33603519



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

CONTRACT CHANGE NOTICE

Change Notice Number **38**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,799,507.58	\$0.00	\$39,799,507.58		

DESCRIPTION

Effective 4/6/2022, the following amendment is hereby incorporated into the Contract for Trailhead Virtual Bootcamp for New Admins Training for 10 resources in support of the MDHHS Salesforce Platform. Total cost is \$3,375.10. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Christopher Rose
 Michigan Department of Technology, Management & Bu
 MI USA

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: RoseC4@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 335-6326

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 32911704
QUOTE DATE: 02/23/2022
QUOTE EXPIRES: 05/23/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$3,375.10

TOTAL QUOTE: \$3,375.10

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
2	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
3	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
4	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
5	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
6	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
7	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
8	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
9	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
10	205-SF-Training	Trailhead Virtual Bootcamp for New Admins (TVB201) Salesforce.com, Inc.		\$337.51 OM	1	\$337.51
SUBTOTAL:						\$3,375.10

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:	\$3,375.10
				TOTAL QUOTE:	\$3,375.10

****Please reference the Carahsoft Quote #32911704 on the Customer's Purchase Order****

**-Product Special Terms-
Trailhead Cancellation Policy**

Course Name: Trailhead Virtual Bootcamp for New Admins (TVB201)

Course Location: Virtual

Course Start Date: 5/23/22

Course End Date: 7/1/22

Attendees : Jagan Bhatta, Kahler Robertson, Abilasha Papala, Geetha Vangala, Preethi Ravulapalli, Nagapriya Subramani, Mark Rutledge, Sonia Vadathya, Sailaja Akurathi, Pete Eckman



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

CONTRACT CHANGE NOTICE

Change Notice Number 37

to

Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,799,507.58	\$33,716.91	\$39,833,224.49		

DESCRIPTION

Effective 4/1/2022, this Contract is hereby increased by \$33,716.91 and the following amendment is incorporated to purchase 27 additional Salesforce licenses for Treasury for the period of 4/01/2022 - 08/26/2022.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33172935
QUOTE DATE: 03/11/2022
QUOTE EXPIRES: 04/30/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$33,716.91

TOTAL QUOTE: \$33,716.91

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093-2	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 04/01/2022 End Date: 08/26/2022		\$891.9789 OM	27	\$24,083.43
2	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 04/01/2022 End Date: 08/26/2022		\$7,225.02 OM	1	\$7,225.02
3	121-0175-2	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 04/01/2022 End Date: 08/26/2022		\$2,408.46 OM	1	\$2,408.46
SUBTOTAL:						\$33,716.91
TOTAL PRICE:						\$33,716.91
TOTAL QUOTE:						\$33,716.91



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

CONTRACT CHANGE NOTICE

Change Notice Number **36**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,773,022.14	\$26,485.44	\$39,799,507.58		

DESCRIPTION

Effective 3/25/2022, this contract is hereby increased by \$26,485.44 for 33 Salesforce Lightning Platform licenses for Treasury's Growing Michigan Business Grant Program. The following amendment is incorporated into the contract.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33224220
QUOTE DATE: 03/16/2022
QUOTE EXPIRES: 03/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$26,485.44

TOTAL QUOTE: \$26,485.44

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0156-2	Lightning Platform Plus -Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 03/21/2022 End Date: 01/23/2023		\$553.51 OM	33	\$18,265.83
2	121-0175-2	Government Cloud Plus 15% Net Price -Fee Salesforce.com, Inc. - 121-0175 Start Date: 03/21/2022 End Date: 01/23/2023		\$2,739.87 OM	1	\$2,739.87
3	121-0218-2	Salesforce Shield 30% Net Price -Fee Salesforce.com, Inc. - 121-0218 Start Date: 03/21/2022 End Date: 01/23/2023		\$5,479.74 OM	1	\$5,479.74
SUBTOTAL:						\$26,485.44

TOTAL PRICE: \$26,485.44

TOTAL QUOTE: \$26,485.44



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

CONTRACT CHANGE NOTICE

Change Notice Number **35**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,365,022.14	\$408,000.00	\$39,773,022.14		

DESCRIPTION

Effective 3/22/2022, this Contract is hereby increased by \$408,000 and the following amendment is incorporated into the Contract to acquire Ownbackup, used for data backup & recovery, for MDHHS.

State Administrative Board approval on 9/28/2021 (CN 25).

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARASOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Sunil Polavarapu
 Database and Architecture Support
 State of Michigan – DTMB – Agency Services Supporting
 DHHS
 235 S Grand Ave
 Grand Tower, 9th Floor NW
 Lansing, MI 48933 USA

EMAIL: PolavarapuS1@michigan.gov

PHONE: (517) 388-2437

FROM: Matthew Null
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: Matthew.Null@carahsoft.com

PHONE: (571) 662-3418

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31811394
QUOTE DATE: 03/04/2022
QUOTE EXPIRES: 03/30/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$408,000.00

TOTAL QUOTE: \$408,000.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	SFDCUNL-2	Unlimited for Salesforce Actual Quantity is 10000 1 Year, Annually in Advance Quarterly Adjustments OwnBackup, Inc. - SFDCUNL	\$1.55 OM	120000	\$186,000.00
2	SFDCUNLCOMM-2	Unlimited for Salesforce - COMMUNITY License 1 Year, Annually in Advance Quarterly Adjustments OwnBackup, Inc. - SFDCUNLCOMM	\$0.00 OM	15000000	\$0.00
3	ENSBSEEDSF-2	Enhanced Sandbox Seeding Actual Quantity is 10000 1 Year, Annually in Advance Quarterly Adjustments OwnBackup, Inc. - ENSBSEEDSF	\$0.99 OM	120000	\$118,800.00
4	AKM-2	Advanced Key Management Actual Quantity is 10000 1 Year, Annually in Advance Quarterly Adjustments OwnBackup, Inc. - AKM	\$0.29 OM	120000	\$34,800.00
5	CSPPMIN-2	Customer Success Premier Package - Minimum Actual Quantity is 10000 1 Year, Annually in Advance Quarterly Adjustments OwnBackup, Inc. - CSPPMIN	\$0.57 OM	120000	\$68,400.00
SUBTOTAL:					\$408,000.00



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

CONTRACT CHANGE NOTICE

Change Notice Number **34**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$39,327,843.45	\$37,178.69	\$39,365,022.14

DESCRIPTION

Effective 3/17/2022, this contract is hereby increased by \$37,178.69 and the following amendment is incorporated to purchase 27 additional Salesforce licenses for Treasury's Hearings for the period of 03/16/2022 - 08/26/2022.

Please note, the State's Contract Administrator has been changed to Shannon Romein

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT
CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 33148796
QUOTE DATE: 03/10/2022
QUOTE EXPIRES: 03/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$37,178.69

TOTAL QUOTE: \$37,178.69

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093-2	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 03/16/2022 End Date: 08/26/2022		\$983.56 OM	27	\$26,556.12
2	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 03/16/2022 End Date: 08/26/2022		\$7,966.83 OM	1	\$7,966.83
3	121-0175-2	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 03/16/2022 End Date: 08/26/2022		\$2,655.74 OM	1	\$2,655.74
SUBTOTAL:						\$37,178.69
TOTAL PRICE:						\$37,178.69
TOTAL QUOTE:						\$37,178.69

CONFIDENTIAL

QUOTE DATE: 03/10/2022
QUOTE NO: 33148796



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

CONTRACT CHANGE NOTICE

Change Notice Number **33**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,276,843.45	\$51,000.00	\$39,327,843.45		

DESCRIPTION

Effective 2/3/2022, the following amendment is added to design, test and implement the Gas Safety Salesforce Community for LARA's Michigan Public Service Commission. The Contract is hereby increased by \$51,000.00.

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

carahsoft

CARASOFT'S STATEMENT OF WORK FOR:

Michigan Public Service Commission

Pipeline Safety Maintenance and Support

Carahsoft Quote # 31574776

Contract Number: #071B6600108

SOLUTION PROVIDED BY



CARASOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD, SUITE 100

RESTON, VA 20190

888.66.CARAH | WWW.CARASOFT.COM

November 5, 2021

Michigan Public Service Commission
7109 W. Saginaw Highway
Lansing, MI 48917

Re: Carahsoft's Statement of Work (31574776) to the Michigan Public Service Commission

Dear Andy Hannum,

Carahsoft Technology Corp. appreciates the opportunity to provide a Statement of Work to the Michigan Public Service Commission (MPSC)'s. Carahsoft is proposing SevenPoints Consulting Services which fully meets the MPSC's requirements. Our team has fully considered the MPSC's requirements, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner for SevenPoints Consulting, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 571.662.3436/alex.duncan@carahsoft.com or Victoria Ritter at 703.673.3513/Victoria.Ritter@carahsoft.com with any questions or communications that will assist the MPSC in the evaluation of our response. This proposal is valid for 30 days from the date of submission.

Thank you for your time and consideration.

Sincerely,
Alexandra Duncan

SEVENPOINTS CONSULTING INC.
State of MI – Michigan Public Service Commission
SevenPoints Professional Services Pipeline Safety Maintenance and Support
Amendment 10/26/2021

Customer:	Michigan Public Service Commission
SOW Effective Date:	10/26/2021
Under State Term Contract 071B6600108:	Effective until 7/21/2026

1. Contact Information

Each party agrees that the respective Project Managers listed are the primary points of contact for providing any feedback relating to the project as described in this Statement of Work (SOW). Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Managers:

Name: David Chislea
Title: Manager, Gas Operations
Phone: 517.284.8231
Email Address: chislead@michigan.gov

Customer Facility Address:

7109 W. Saginaw Highway
Lansing, MI 48917

SevenPoints Project Manager:

Name: Nina DiMeglio
Title: VP Operations
Phone: 248.730.3642
Email Address: nina@sevenpoints.co

Customer Accounts Payable Contact:

Name: TBD
Title: TBD
Phone: 517.284.8077
Email Address: TBD

Carahsoft (Prime) Contract Manager:

Name: Stephen Dickerson
Title:
Phone No.:
Email Address: stephen.dickerson@carahsoft.com

Carahsoft (Prime) Accounts Payable Contact:

Name: Carahsoft Accounting
Title: Account Payable Dept.
Phone: 703-871-8500
Email Address: Accounting@carahsoft.com



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

Project Title: SevenPoints Professional Pipeline Safety Maintenance and Support	Period of Coverage: 10/26/2021– 5/30/2022
Requesting Department: Michigan Public Service Commission	Date: 10/26/2022
Agency Project Manager: David Chislea	Phone: 517.284.8231
DTMB Project Manager: Jon Rogozinski	Phone: 517-284-5324

PROJECT OBJECTIVE:

SCOPE OF WORK:

The intent of this amendment is to augment hours associated with the 2021 maintenance agreement by 300 hours to allow for the completion of delivery for the following feature requests:

- Design, test and implement Gas Safety Salesforce Community; please note build and delivery of this item has been started in the 2020 and 2021 maintenance agreements. The hours in this amendment allow for the completion of this feature enhancement (see details below).

DELIVERABLES:

Deliverables will be considered complete when the Agency Project Manager has formally accepted them.

PROJECT CONTROL AND REPORTS:

A monthly 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 invoice. Each monthly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the invoice time period, 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 to include:
 - a. List of implemented fixes in test and/or QA environment
 - b. Bug/defect fix status in the test and/or QA environments

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any.

FEE SCHEDULE:

Fees under this agreement will be on a time and materials basis as shown on the schedule below:

Fee Schedule

Resource	Rate/Hr.	Estimated Hours	Estimated Cost
SevenPoints Salesforce.com Consultant	\$170.00	300	\$51,000.00

Damage Prevention Community Scope

The MPSC Gas Operations and Pipeline Safety Division is implementing a Salesforce.com (“Salesforce”)-based Community that allows authenticated Community Users to submit company Damage Prevention data directly into Salesforce. This project implementation has started under the 2020 & 2021 maintenance agreements, this amendment, in part, will fund the completion of this initiative. The scope of that initiative (in total) is the delivery of the following user stories with the below listed assumptions in place.

User Story	Description
Project Management	User Stories, weekly status, meetings/prototype reviews with client, project documentation, planning & scheduling), risk assessment & mitigation.
Community: Setup & Basic Configuration	Domain, Community setup/activation, Community headers, footers, navigation menu, etc.
Community Page: Home	Landing page.
Community Page: Help	Page to provide Community Users with instructions, helpful links, Pipeline Safety contact info, etc. Pipeline Safety team will provide the content for the Help page.
Community Page: Account	Page to display Account record with subset of read-only fields.
Community Page: Damage Prevention	Page to display Damage Prevention record.
Community Page: My Settings	Customization of standard Community > My Setting page to remove User fields that should not be accessible to Community User, including Email, Username, Time Zone, Language, etc.

Account Object Review/Configuration	<p>Create an Account page layout (2 max) to display on the "Account" Community Page, review existing Account configuration for potential conflicts, etc. Configuration Assumption: The ~ 5 fields to display on Account record in Community already exist. No additional field creation is needed.</p>
Damage Prevention Object Review/Configuration	<p>Create a Damage Prevention page layout (2 max) to display on the "Damage Prevention" Community Page, review existing DP configuration for potential conflicts, etc. Configuration Assumption: The ~ 50 fields to display on DP record in Community already exist. No additional field creation is needed.</p>
Custom Solution: File Upload w/ Error Message(s) Documented in Updated .CSV File	<p>File Upload functionality will be available to both Community and Internal Users.</p> <p>Functionality will include File-to-Salesforce data conversions as needed. Example #1: File values Y/T/True/Yes/1 should convert to Yes in Salesforce. Example #2: File values that are ID, Abbreviation or Description should convert to Description.</p> <p>If file upload fails, User will be presented with an updated version of their .csv file that includes a column containing specific error messages for failed rows.</p>
Custom Solution: "No Damages" Placeholder	<p>Custom button to display DP Edit page with some field values auto-populated to indicate that the record being created is a "No Damages" DP record.</p>

Security/Sharing: Community Profiles, Org-Wide Defaults, Account-Contact Relationships, Apex Sharing	<p>Custom development to provide appropriate read only and edit access to DP records for appropriate Community Users. Configuration Assumption: Max 3 Community Profiles.</p> <p>Community User will only be able to create/edit Damage Prevention records for those Accounts to which he/she has access, but he/she should have read only access to ALL other DP records in the system. On those records, the SUBMITTING_PERSON and EXCAVATOR_NAME fields should NOT be visible.</p>
Custom Solution: Time-Based Record Editability (March 15 of following Reporting Year)	<p>Custom development to update Community Sharing on DP records to read only on March 15 of the following reporting year.</p>
DP Object Configuration: Field Conversions (Text to Picklists)	<p>Configuration to convert appropriate DP text fields to picklists to drive clean data. Configuration Assumptions: Max 30 text fields; no data conversion required.</p>
Security/Sharing: User Setup/Login Process (Collaboration with MILogin)	<p>Coordination with DTMB to support configuration and testing of MILogin process for Community Users in Sandbox and Production. Assumption: Community Auto-Provisioning/Self-Registration is out of scope. MILogin process will replicate MPSC MAE E-Dockets Community process.</p>
User Acceptance Testing	<p>Project team testing; document UAT strategy; create test scripts, conduct kickoff, consolidate, prioritize and remediate feedback, obtain signoff.</p>
Training: Sys Admin, Internal Users	<p>Document Training strategy; create PPT file; conduct up to two (2) remote, two-hour training sessions for Pipeline Safety Internal Users. NOTE: Pipeline Safety Team is responsible for Community User-related Communication Plan and Training.</p>
Deploy to Production:	<p>Document deployment strategy, create Deployment Plan, work with DTMB to deploy to Production, smoke test, and complete other deployment tasks as identified.</p>

Damage Prevention Assumptions:

The following are known to be accurate statements for Damage Prevention functionality in the new Community:

- A single file may be uploaded at a time.
- All files will be in .csv format.
- Each uploaded file will have a single Salesforce Account Id that matches the Community User's selected Account record for upload. Mismatched Account Ids will result in file upload failure.
- No record de-duplication will be performed.
- Uploaded file will pass or fail as a whole; information to be provided to Community User on failure.
- Damage Prevention input form will not have "Save for Later" functionality.
- After Damage Prevention records become uneditable, Community User will continue to have read only access to appropriate Damage Prevention records based on Sharing Model.
- Quarters follow Calendar Year (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec).
- Standard Salesforce Field History Tracking (max 20 fields per object) will be sufficient.
- Internal Users will have access to the same "DP file upload" functionality via the Salesforce Internal App. It will function exactly as it does in the Community.

General Community Assumptions:

The following are known to be accurate statements for general Salesforce Community functionality:

- Registered (Authenticated) Community Users only.
- Customer Community Plus licenses are required for Roles/Sharing.
- No Community Self-Registration; same MILogin process as MPSC E-Dockets Community.
- Standard Salesforce Search functionality will be sufficient.
- No report/print/export functionality required.
- Pipeline Safety will be responsible for any Communication Plan and Community User training. SevenPoints will provide training to Internal Users, if needed.
- Pipeline Safety will be responsible for creating any Salesforce Reports and Dashboards related to this project.

Community will be English language only.

PAYMENT SCHEDULE:

NOTE: Payment will be based upon satisfactory acceptance of hours worked on each Deliverable per month.

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.

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:

David Chislea

Manager, Gas Operations

517-284-8231

chislead@michigan.gov

The designated DTMB Project Manager is:

Jon Rogozinski

State Administrative Manager DTMB AS LARA

517-284-5324

rogozinskij@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Most of the work will be completed off site at Salesforce, Carahsoft and SevenPoints business locations.

Project Assumptions:

- a. Sufficient and appropriate MPSC resources must be available during the project (for onsite work)
- b. MPSC must communicate regularly with SevenPoints and provide SevenPoints with timely feedback, as it is reasonably required for SevenPoints to complete the deliverables associated with the project.
- c. SevenPoints resources will provide the majority of support for this project remotely.
- d. Documentation requirements: End user documentation will not be required for this project.

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.



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

CONTRACT CHANGE NOTICE

Change Notice Number **32**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,271,585.70	\$5,257.75	\$39,276,843.45		

DESCRIPTION

Effective 1/21/2022, this contract is hereby increased by \$5,257.75 for Drawloop licenses for Treasury. The following amendment is incorporated into the contract.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARASOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MiECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Matthew Null
Salesforce ISV Team
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: Matthew.Null@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3418

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 32227649
QUOTE DATE: 12/16/2021
QUOTE EXPIRES: 01/27/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$5,257.75

TOTAL QUOTE: \$5,257.75

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	NI-001	LDS Gov Cloud FedRAMP 12 month price Drawloop Technologies		\$341.05 OM	10	\$3,410.50
2	NI-002	Auto DDP (Up to 7500 Auto DDPs)- FedRamp IL2 12 month price Drawloop Technologies		\$0.2463 OM	7500	\$1,847.25
SUBTOTAL:						\$5,257.75
TOTAL PRICE:						\$5,257.75
TOTAL QUOTE:						\$5,257.75



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

CONTRACT CHANGE NOTICE

Change Notice Number **31**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,148,604.60	\$122,981.10	\$39,271,585.70		

DESCRIPTION

Effective 1/19/2022, this contract is hereby increased by \$122,981.10 for Salesforce licensing for Treasury for the period of 1/24/2022- 1/23/2023. The following amendment is incorporated into the contract.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
 Bureau Director
 State of Michigan Treasury
 Lewis Cass Building
 320 South Walnut Street
 Lansing, MI 48913

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 32376330
QUOTE DATE: 01/06/2022
QUOTE EXPIRES: 01/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$122,981.10

TOTAL QUOTE: \$122,981.10

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SALESFORCE					
1	121-0156	Lightning Platform Plus Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 01/24/2022 End Date: 01/23/2023	\$657.64 OM	30	\$19,729.20
2	121-0157	Lightning Platform (Administrator) Unlimited Edition Salesforce.com, Inc. - 121-0157 Start Date: 01/24/2022 End Date: 01/23/2023	\$580.27 OM	2	\$1,160.54
3	121-0132	Customer Community Plus - Logins Unlimited Edition Salesforce.com, Inc. - 121-0132 Start Date: 01/24/2022 End Date: 01/23/2023	\$19.3424 OM	1667	\$32,243.78
4	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/24/2022 End Date: 01/23/2023	\$15,940.05 OM	1	\$15,940.05
5	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/24/2022 End Date: 01/23/2023	\$7,970.02 OM	1	\$7,970.02
SALESFORCE SUBTOTAL:					\$77,043.59
NINTEX					
6	CBDA25005-2	DocAutomation - 2500 Auto DDPs - 5 WF / DDP Yearly Drawloop Technologies - CBDA25005 Start Date: 01/24/2022 End Date: 01/23/2023	\$19,906.51 OM	1	\$19,906.51

CONFIDENTIAL

QUOTE DATE: 01/06/2022
QUOTE NO: 32376330

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
7	205-Nintex-01	AssureSign Enterprise Edition - By Envelope One Time Nintex		\$1.7354 OM	15000	\$26,031.00
8	205-Nintex-02	AssureSign via Text - Included Yearly Salesforce.com, Inc. Start Date: 01/24/2022 End Date: 01/23/2023		\$0.00 OM	15000	\$0.00
NINTEX SUBTOTAL:						\$45,937.51
SUBTOTAL:						\$122,981.10
TOTAL PRICE:						\$122,981.10
TOTAL QUOTE:						\$122,981.10



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

CONTRACT CHANGE NOTICE

Change Notice Number **30**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$37,230,962.51	\$1,917,642.09	\$39,148,604.60		

DESCRIPTION

Effective 1/11/2022, this contract is hereby increased by \$1,917,642.09 for MDHHS Salesforce licensing and hosting fees for Org 2 which is Child Welfare for the period of 1/18/2022- 1/17/2023. The following amendment is incorporated into the contract.

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31597590
QUOTE DATE: 10/27/2021
QUOTE EXPIRES: 01/17/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,917,642.09

TOTAL QUOTE: \$1,917,642.09

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0156-2	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2022 End Date: 01/17/2023	\$138.96 OM	8000	\$1,111,680.00
2	121-0157-2	Lightning Platform (Adminstrator) - Unlimited Edition Salesforce.com, Inc. - 121-0157 Start Date: 01/18/2022 End Date: 01/17/2023	\$511.57 OM	40	\$20,462.80
3	121-0167	Lightning Platform Custom Object Pack Salesforce.com, Inc. - 121-0167 Start Date: 01/18/2022 End Date: 01/17/2023	\$23.37 OM	8290	\$193,737.30
4	121-0202-2	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 01/18/2022 End Date: 01/17/2023	\$121,620.00 OM	1	\$121,620.00
5	121-0203-2	Sandbox (Full Copy) 30% Net Price Salesforce.com, Inc. - 121-0203 Start Date: 01/18/2022 End Date: 01/17/2023	\$182,430.00 OM	1	\$182,430.00
6	205-0176-2	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 01/18/2022 End Date: 01/17/2023	\$72,972.00 OM	1	\$72,972.00
7	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/18/2022 End Date: 01/17/2023	\$194,590.79 OM	1	\$194,590.79

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
8	121-0156-2	Lightning Platform Plus - Unlimited Edition (Restricted Use) Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2022 End Date: 01/17/2023		\$69.48 OM	290	\$20,149.20
SUBTOTAL:						\$1,917,642.09
TOTAL PRICE:						\$1,917,642.09
TOTAL QUOTE:						\$1,917,642.09



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

CONTRACT CHANGE NOTICE

Change Notice Number **29**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
STATE	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$33,210,159.25	\$4,020,803.26	\$37,230,962.51		

DESCRIPTION

Effective 12/22/2021, this contract is hereby increased by \$4,020,803.26 for MDHHS Salesforce renewals and licensing. The following amendments are incorporated into the contract.

- \$2,493,293.51 for Quote 231649552 (Org1) term 01/18/22-01/17/23
- \$456,000.00 for Quote 31325698 (Org3) term 12/18/21-01/17/23
- \$543,128.37 for Quote 31749846 (Org4) term 01/18/22-01/17/23
- \$503,479.20 for Quote 32090798 (Salesforce Architect) term 01/18/22-01/17/23
- \$24,902.18 for Quote 31809140 (MiCAL - First Responder Salesforce Licenses) term 12/01/2021 - 10/25/2022

Funding was approved on the 9/28/2021 Ad Board (CN 25).

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31649552
QUOTE DATE: 11/03/2021
QUOTE EXPIRES: 01/17/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$2,493,293.51

ORG 1 TERM 01/18/22-01/17/23

TOTAL QUOTE: \$2,493,293.51

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS						
1	121-0093-2	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 01/18/2022 End Date: 01/17/2023		\$2,580.65 OM	50	\$129,032.50
2	121-0182-2	Public Communities Page Views (1 million/month) - Unlimited Edition Salesforce.com, Inc. - 121-0182 Start Date: 01/18/2022 End Date: 01/17/2023		\$0.00 OM	5	\$0.00
3	121-0169	Additional 10 Objects for Customer Community (Login) Salesforce.com, Inc. - 121-0169 Start Date: 01/18/2022 End Date: 01/17/2023		\$105,808.9200 OM	3	\$317,426.76
4	121-0169	Additional 10 Objects for Customer Community (Member) Salesforce.com, Inc. - 121-0169 Start Date: 01/18/2022 End Date: 01/17/2023		\$18,800.00 OM	3	\$56,400.00
5	121-0202-2	Sandbox (Partial Copy) 20% Net Price Salesforce.com, Inc. - 121-0202 Start Date: 01/18/2022 End Date: 01/17/2023		\$173,013.97 OM	1	\$173,013.97
6	205-0176-2	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 01/18/2022 End Date: 01/17/2023		\$98,445.7312 OM	1	\$98,445.73
7	121-0156-2	Lightning Platform Plus - Unlimited Edition Salesforce.com, Inc. - 121-0156 Start Date: 01/18/2022 End Date: 01/17/2023		\$645.16 OM	600	\$387,096.00

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
8	121-0155-2	Lightning Platform Starter - Unlimited Edition Salesforce.com, Inc. - 121-0155 Start Date: 01/18/2022 End Date: 01/17/2023		\$120.00	OM	2000	\$240,000.00
9	121-0181-2	Lightning Console Salesforce.com, Inc. - 121-0181 Start Date: 01/18/2022 End Date: 01/17/2023		\$145.16	OM	200	\$29,032.00
10	121-0130-2	Customer Community - Logins - Unlimited Edition Salesforce.com, Inc. - 121-0130 Start Date: 01/18/2022 End Date: 01/17/2023		\$0.7000	OM	758191	\$530,733.70
11	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 01/18/2022 End Date: 01/17/2023		\$419,354.06	OM	1	\$419,354.06
12	121-0131-2	Customer Community Plus - Members - Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 01/18/2022 End Date: 01/17/2023		\$18.7900	OM	6001	\$112,758.79
SUBTOTAL:							\$2,493,293.51

TOTAL PRICE: \$2,493,293.51

TOTAL QUOTE: \$2,493,293.51

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: duane kerkstra
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 235 S Grand Ave
 9th Fl NW
 Lansing, MI 48933

FROM: Alex Duncan
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Alex.Duncan@carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3436

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31325698
QUOTE DATE: 12/10/2021
QUOTE EXPIRES: 12/17/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$456,000.00

ORG 3 Term 12/18/21-01/17/23

TOTAL QUOTE: \$456,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0094	Knowledge Salesforce.com, Inc. - 121-0094 Start Date: 12/18/2021 End Date: 01/17/2023		\$13.97 OM	5	\$69.85
2	121-0092	Service Cloud Enterprise Edition (Restricted Use) Salesforce.com, Inc. - 121-0092 Start Date: 12/18/2021 End Date: 01/17/2023		\$670.54 OM	625	\$419,087.50
3	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 12/18/2021 End Date: 01/17/2023		\$60,900.59 OM	1	\$60,900.59
4		Estimated Credit based on contract execution date before 12/18/21 Salesforce.com, Inc.		- OM \$24,057.94	1	-\$24,057.94
SUBTOTAL:						\$456,000.00

TOTAL PRICE: \$456,000.00

TOTAL QUOTE: \$456,000.00

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31749846
QUOTE DATE: 11/11/2021
QUOTE EXPIRES: 12/30/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$543,128.37

ORG 4 term 01/18/22-01/17/23

TOTAL QUOTE: \$543,128.37

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Start Date: 01/18/2022 End Date: 01/17/2023		\$1,798.83 OM	180	\$323,789.40
2	121-0157	Lightning Platform (Adminrator) "Unlimited Edition" Salesforce.com, Inc. - 121-0157 Start Date: 01/18/2022 End Date: 01/17/2023		\$518.14 OM	23	\$11,917.22
3	121-0130	Customer Community - Logins "Unlimited Edition" Salesforce.com, Inc. - 121-0130 Start Date: 01/18/2022 End Date: 01/17/2023		\$3.39 OM	15500	\$52,545.00
4	121-0131	Customer Community Plus - Members "Unlimited Edition" Salesforce.com, Inc. - 121-0131 Start Date: 01/18/2022 End Date: 01/17/2023		\$86.03 OM	175	\$15,055.25
5	121-0190	Survey Response Pack (1,000) Salesforce.com, Inc. - 121-0190 Start Date: 01/18/2022 End Date: 01/17/2023		\$105.36 OM	2	\$210.72
6	121-0064	myTrailhead for Community Logins Salesforce.com, Inc. - 121-0064 Start Date: 01/18/2022 End Date: 01/17/2023		\$8.08 OM	2500	\$20,200.00
7	121-0217	Platform Encryption 20% Net Price Salesforce.com, Inc. - 121-0217 Start Date: 01/18/2022 End Date: 01/17/2023		\$62,106.97 OM	1	\$62,106.97

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
8	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 01/18/2022 End Date: 01/17/2023		\$57,212.81 OM	1	\$57,212.81
9	121-0170	Additional 20 Objects for Customer Community Plus Salesforce.com, Inc. - 121-0170 Start Date: 01/18/2022 End Date: 01/17/2023		\$0.52 OM	175	\$91.00
SUBTOTAL:						\$543,128.37
TOTAL PRICE:						\$543,128.37
TOTAL QUOTE:						\$543,128.37

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 32090798
QUOTE DATE: 12/02/2021
QUOTE EXPIRES: 12/23/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$503,479.20

TOTAL QUOTE: \$503,479.20

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
18	121-0684	Salesforce Architect Salesforce.com, Inc. - 121-0684 Start Date: 01/18/2022 End Date: 01/17/2023		\$503,479.20 OM	1	\$503,479.20
SUBTOTAL:						\$503,479.20
TOTAL PRICE:						\$503,479.20
TOTAL QUOTE:						\$503,479.20

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MIECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 31809140
QUOTE DATE: 11/16/2021
QUOTE EXPIRES: 12/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$24,902.18

TOTAL QUOTE: \$24,902.18

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0009-2	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 12/01/2021 End Date: 10/25/2022		\$2,223.41 OM	8	\$17,787.28
2	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 12/01/2021 End Date: 10/25/2022		\$1,778.72 OM	1	\$1,778.72
3	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 12/01/2021 End Date: 10/25/2022		\$5,336.18 OM	1	\$5,336.18

SUBTOTAL: \$24,902.18

TOTAL PRICE: \$24,902.18

TOTAL QUOTE: \$24,902.18



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

CONTRACT CHANGE NOTICE

Change Notice Number **28**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$32,502,578.91	\$707,580.34	\$33,210,159.25

DESCRIPTION

Effective 10/25/2021, this Contract is hereby increased by \$707,580.34 to provide FY2022 Salesforce Licenses for DHHS's MiCAL (10/26/2021 - 10/25/2021). The following amendment is incorporated into the Contract.

State Administrative Board approval on 9/28/2021.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
 CRM Support
 Michigan Enterprise Contact Center (MIECC)
 4125 W. St Joseph Street
 Lansing, MI 48917 USA

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 30727420
QUOTE DATE: 08/09/2021
QUOTE EXPIRES: 10/25/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$707,580.34

TOTAL QUOTE: \$707,580.34

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0009-2	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 10/26/2021 End Date: 10/25/2022	\$2,463.61 OM	160	\$394,177.60
2	121-0141-2	Customer Community Plus for Health Cloud - Logins Unlimited Edition Salesforce.com, Inc. - 121-0141 Start Date: 10/26/2021 End Date: 10/25/2022	\$52.79 OM	750	\$39,592.50
3	121-0114-2	Digital Engagement Unlimited Edition Salesforce.com, Inc. - 121-0114 Start Date: 10/26/2021 End Date: 10/25/2022	\$508.36 OM	50	\$25,418.00
4	121-0131-2	Customer Community Plus - Members Unlimited Edition Salesforce.com, Inc. - 121-0131 Start Date: 10/26/2021 End Date: 10/25/2022	\$93.85 OM	205	\$19,239.25
5	121-0218-2	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 10/26/2021 End Date: 10/25/2022	\$145,632.97 OM	1	\$145,632.97
6	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 10/26/2021 End Date: 10/25/2022	\$51,086.12 OM	1	\$51,086.12
7	121-0141-2	Customer Community Plus for Health Cloud - Logins Unlimited Edition Salesforce.com, Inc. - 121-0141 Start Date: 01/01/2022 End Date: 10/25/2022	\$43.2452 OM	750	\$32,433.90

QUOTE DATE: 08/09/2021
QUOTE NO: 30727420



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$707,580.34
				TOTAL PRICE:		\$707,580.34
				TOTAL QUOTE:		\$707,580.34



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

CONTRACT CHANGE NOTICE

Change Notice Number 27
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$31,368,297.45	\$1,134,281.46	\$32,502,578.91

DESCRIPTION

Effective 10/15/2021, this Contract is hereby increased by \$1,134,281.46 to provide Fiscal Year 2022 continued maintenance and licensing renewals for LARA. This funding also covers one new item for LARA MLCC, Ownbackup, used for data backup & recovery (\$10,219.36). The following amendment for Ownbackup is incorporated into the Contract.

State Administrative Board approval on 9/28/2021.

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARASOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Shoba Murali
 Information Technology Manager
 State Of Michigan Department Of Technology, Management
 And Budget
 Elliott Larsen Building
 Lansing, MI 48933 USA

FROM: Matthew Null
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: muralis@michigan.gov

EMAIL: Matthew.Null@carahsoft.com

PHONE: (517) 241-5545

PHONE: (571) 662-3418

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 31245192
QUOTE DATE: 09/21/2021
QUOTE EXPIRES: 10/21/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$10,219.36

TOTAL QUOTE: \$10,219.36

QUOTE DATE: 09/21/2021
QUOTE NO: 31245192



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

CONTRACT CHANGE NOTICE

Change Notice Number **26**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$31,116,557.85	\$251,739.60	\$31,368,297.45

DESCRIPTION

Effective 9/14/2021, the following amendment is added to the contract for Salesforce Architect (SA) support on the DHHS Salesforce platforms. The Contract is hereby increased by \$251,739.60.

All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement and State Administrative Board approval on 9/14/2021.



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Alex Duncan
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: Alex.Duncan@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3436

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 30387503
QUOTE DATE: 07/15/2021
QUOTE EXPIRES: 09/15/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$251,739.60

TOTAL QUOTE: \$251,739.60

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
PROGRAM ARCHITECT					
1	121-0699	Salesforce Architect - Marketing Cloud Salesforce.com, Inc. - 121-0699 Start Date: 07/15/2021 End Date: 01/14/2022	\$251,739.60 OM	1	\$251,739.60
SUBTOTAL:					\$251,739.60
TOTAL PRICE:					\$251,739.60
TOTAL QUOTE:					\$251,739.60



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

CONTRACT CHANGE NOTICE

Change Notice Number **25**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,249,155.70	\$867,402.15	\$31,116,557.85

DESCRIPTION

Effective 9/14/2021, the following amendments are added to the contract for Phase 2 and 3 of Treasury's Hearing system: Hearings and Docket Management (\$610,080.65) and Taxpayer Community projects (\$257,321.50). The Contract is hereby increased by \$867,402.15.

All other terms, conditions, specifications, and pricing remain the same per contractor, agency, DTMB procurement and State Administrative Board approval on 9/14/2021.

carahsoft

CARASOFT'S STATEMENT OF WORK FOR:

State of Michigan – Treasury Department

Hearings and Docket Management

Carahsoft Quote # 30989711

Contract No. Contract 071B6600108

Thursday

August 26th, 2021

SOLUTION PROVIDED BY



CARASOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD, SUITE 100

RESTON, VA 20190

888.66.CARAH | WWW.CARASOFT.COM

August 26, 2021

State of MI – Department of Treasury
7461 Crowner Drive
Dimondale, MI

Dear Majed,

Carahsoft Technology Corp. appreciates the opportunity to provide a Statement of Work to the State of Michigan – Treasury Department. Carahsoft is proposing SevenPoints Professional Services which fully meets the State of MI – Department of Treasury's requirements for implementation. Our team has fully considered the State of MI – Department of Treasury's requirements, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner for SevenPoints, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 571.662.3438/William.sanchez@carahsoft.com or Stephen Dickerson, my team lead, at 703.673.3524/Stephen.dickerson@carahsoft.com with any questions or communications that will assist the State of MI – Treasury Department in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,



Will Sanchez
Account Representative

SEVENPOINTS CONSULTING INC.
STATEMENT OF WORK

carahsoft

SevenPoints 
because passion matters...

Customer:	Carahsoft
SOW Effective Date:	August 25th, 2021
Under State Term Contract 071B6600108:	Effective until 7/21/2026

This Statement of Work ("SOW") is governed by the terms of the State of Michigan - MiDeals SFDC Cloud Services, Contract **071B6600108**. In the event of any conflict between this SOW and the Mideal SFDC Contract, the Mideal SFDC Contract shall govern.

1. Contact Information

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Manager:	Customer Facility Address:
Name: Majed Younes, MBA, M Title: Sr. IT Project Manager Phone: 313.444.5858 Email Address: younesm@michigan.gov	Michigan Department of Treasury Lansing, Michigan 48922 US

SevenPoints Program Manager:
Name: Nina DiMeglio
Title: Program Manager
Phone: Chief Operating Officer
Email Address: nina@sevenpoints.co

2. Project Scope and Deliverables

2.1 Scope

The State of Michigan (SOM) Treasury Hearings Division (aka the Customer) has a goal to complete a previously started project to build a Hearings Management system in Salesforce. The Hearings division engaged SevenPoints to complete an assessment of the shelved solution and provide an implementation plan to allow the Hearings Division to transition from their current system to a Salesforce based solution that meets their specific needs and requirements. This statement of work outlines the scope of work to

be provided by SevenPoints to build on the existing Salesforce HCM solution developed by the previous contractor, and add the features and functionality needed so that the Customer can retire the legacy hearings and docket management solution. SevenPoints will design and configure a solution that will include the following:

1. Government Cloud Plus Migration

- a. The State of Michigan Hearings division is required to migrate their existing Salesforce environment from Government Cloud to Government Cloud plus for the Salesforce org. to meet IRS 1075 compliance. This migration is required early in the project, preferably before any development or configuration work begins on features listed in the scope below.
- b. SevenPoints completed the pre-migration checklist as part of the Sprint 0 assessment and believes the org. is ready for the migration process to commence.
- c. The Customer is responsible for initiating the migration process, which includes but is not limited to notifying their Salesforce AE of their intent to migrate and securing a position on the migration Salesforce migration schedule. Salesforce.com conducts the actual migration.
- d. SevenPoints will support the migration process and complete the Salesforce post-migration checklist after the Customer's Salesforce environment has been migrated to the new Government Plus instance.

2. Account and Contact Management

- a. SevenPoints will utilize Salesforce best practices to optimize Accounts and Contacts to support the Treasury business requirements for taxpayers and their representatives.
 - i. Reduce the number of account record types in the current solution
 - ii. Introduce Person Accounts to support individual contacts (taxpayers, interested parties, POA's, etc.)
 - iii. Optimize standard Account/Contact constructs for business organizations
- b. Types of Accounts and Contacts to be configured include:
 - i. Individual Taxpayer Accounts
 - ii. Joint Taxpayer Accounts
 - iii. Business Taxpayer Accounts and their Contacts
 - iv. Power of Attorney Business Accounts and their Contacts
 - v. Power of Attorney Individual Accounts
 - vi. Other Business Organization Accounts & Contacts

3. Docket Lifecycle Management

- a. SevenPoints will create a Hearings Management application in Salesforce to support managing the full lifecycle of a docket, from request for hearing to closure, which is optimized for all business processes and tax types. These specific processes include:
 - i. Intent to Assess

-
- ii. Refund Denial
 - iii. Seizure
 - iv. Principal Residence Exemption (PRE) Denial
 - v. Secondary Assessment
 - vi. Tobacco License Denial
 - vii. Abeyance Process
 - viii. Adjournment Process
 - ix. Rebuttal Process
 - x. Initial Division Review Process
- b. SevenPoints will configure the Docket assignment and routing rules depending upon the type of docket, if another tax division is involved, and the stage of the docket. This will include the creation/update of assignment rules and queues to support the processes defined.
 - c. Users will be able to upload files to a docket with metadata about the docket such as document type, date uploaded, the user who uploaded the file.
 - d. Users will have the ability to record decisions, amended decisions, and implementation steps on the docket.
 - e. The system will provide the ability to relate dockets to each other in order to associate related cases.
 - f. SevenPoints will create up to five (5) email templates to use when sending emails to internal or external contacts from the docket record where necessary.
4. **Docket Intake Process**
- a. SevenPoints will optimize the existing Docket Intake process to provide a streamlined, intuitive way to create new dockets using Salesforce guided Flows & Lightning Web components to support all Docket types and processes.
 - b. SevenPoints will leverage the existing screen flows where possible.
 - c. SevenPoints will develop custom Apex Triggers where necessary to support the end-to-end docket intake process.
 - d. SevenPoints will optimize the duplicate management rules and flow interface to ensure data integrity for taxpayer and docket data.
5. **Hearings Management**
- a. SevenPoints will design and build a solution to manage the request for and scheduling of hearings between taxpayers, their representatives, and Treasury staff.
 - b. The Hearings Management solution will support the following requirements:
 - i. Request for a conference/hearing from a taxpayer or their representative
 - ii. Support multiple hearings per docket
 - iii. Adding hearing participants
 - iv. Scheduling the hearing and sending out notifications
 - v. Reschedule/adjourn a hearing
 - vi. Abeyance process
 - c. The system will allow for multiple hearings per docket, with the potential of different attendees at each hearing

6. Power of Attorney Management

- a. SevenPoints will design and build a solution to allow the authorization and revocation of a Power of Attorney. This process will include:
 - i. Set up of POAs (Individual Account or business entity with a related Contact)
 - ii. Support the ability for the POA to view any authorized docket documentation
 - iii. If a POA is revoked by the taxpayer, the authorized representative will lose all access to previously authorized docket documentation
- b. SevenPoints will leverage Salesforce Flows and Apex Triggers where necessary to automate the process and meet the business requirements.

7. Document & Label Generation

- a. SevenPoints will design and build a solution that allows the Hearing Division to generate needed documents to mail to taxpayers and their legal representatives from within Salesforce.
- b. SevenPoints will look to streamline and consolidate the existing 115 document templates wherever possible within the technical bounds of the Drawloop platform.
- c. SevenPoints will install/upgrade the Drawloop product in the Salesforce Production environment.
- d. SevenPoints will set up and configure the Drawloop product, build/format letter templates, build datasets and insert merge field tags and automatically attach to the docket record upon letter generation.
- e. SevenPoints will build document generation automation to address business requirements for auto-generation of letters based on changes to the Docket record.
- f. SevenPoints will build mailing address label templates and document generation automation
- g. SevenPoints will create list views to facilitate the user action of bulk downloading letters to be printed.
- h. Assumptions:
 - i. The Drawloop product installed in the Hearings Division Salesforce org. will be upgraded to the current version prior to the start of the project.
 - ii. The Nintek/Drawloop product meets IRS 1075 compliance requirements as determined by the State of Michigan. If this compliance is not granted an alternative product will be recommended.
 - iii. A print/solution process is not considered a part of the Document and Label generation process. SevenPoints will produce print queues of documents to be printed in Salesforce.

8. Reports & Dashboards

- a. SevenPoints will leverage standard Salesforce reports and dashboards to provide the following type of metrics and reporting:
 - i. Production/activity reports
 - ii. Documentation Generation Statistics
 - iii. Referee Reports
 - iv. Hearings Management Reports
 - v. Other Tax Division Reports
 - vi. Treasury Management Reports
 1. Quarterly Reports

2. Goal-based Reports

- b. SevenPoints will build and test up to six (6) dashboards with ten (10) reports each, for a total of up to sixty (60) reports.

9. Email Relay Set-Up

- a. SevenPoints will work with the Customer to configure Salesforce email relay settings to prevent email spoofing, ensure email compliance, and improve the email deliverability of email communication from the Salesforce platform.
- b. The Customer is responsible for any configuration changes required on their (SMTP) email server required to facilitate proper email relay and bounce management setup.

10. IRS 1075 Compliance

- a. SevenPoints will configure the Salesforce Shield application and features to meet 1075 Compliance requirements for data encryption and monitoring.
- b. SevenPoints will configure Federal Tax Information (FTI) settings at the field/attribute level for any necessary Salesforce objects/entities.
- c. SevenPoints will configure field audit tracking on any necessary FTI or PII fields to track changes to the data using Salesforce standard field history tracking features.
- d. Assumptions:
 - i. The Customer will be responsible for any communication or assertion to the IRS regarding 1075 compliance in accordance with the IRS regulations.
 - ii. The customer will work with the IRS or Salesforce to obtain explicit permission from the IRS to store FTI data in a Salesforce sandbox if required.
 - iii. Salesforce confirmed that Salesforce can only track FTI at the schema level. This means, if a field CAN contain FTI on any record, then it must be flagged as FTI on all records.
 - iv. The Customer will be responsible for making a final determination if the Nintex/Drawloop solution is 1075 compliant based on informational statements provided by Nintex/Drawloop.

11. Security Model Optimization

- a. SevenPoints will optimize and configure the standard Salesforce security model to support Org-Wide Defaults (OWD's), sharing rules, role hierarchy, and profiles as needed to support the security requirements gathered in the workshops.
- b. SevenPoints will advise the Customer on options for sharing and securing information in the system.

12. Single Sign-On (SSO) Integration

- a. SevenPoints will perform Salesforce configuration work associated with the single sign-on solution to MILogin.
- b. SevenPoints will be responsible for configuring one Salesforce Sandbox and the Salesforce Production environment as a SAML2 Service Provider.
- c. SevenPoints will provide project management for the SSO configuration.
- d. Specifically, the Salesforce environment will be set up to:
 - i. accept SAML2.0 messages from SAML2 Identity Provider
 - ii. accept SAML2.0 id for Salesforce Users & Storage of ID on Salesforce User Record

-
- e. Assumption:
 - i. The Customer will be responsible for all configurations, testing, and deployment of connections for the SAML2 Identity Provider (either MILogin or Active Directory Azure Government Cloud Plus).
 - ii. The Customer will be responsible for executing tests on all behind-the-firewall SSO configurations.
 - iii. Auto-provisioning of users is not in scope.

13. FileNet Integration

- a. SevenPoints and the Customer will cooperate to specify and build an integration solution that will use FileNet to:
 - i. At a regular interval, copy to FileNet any new or updated documents stored in Salesforce as ContentDocument objects.
 - ii. Retain old inactive files for the period required by the Customer and IRS retention policies.
 - iii. Provide archival access to old documents on inactive hearings when these documents are no longer required in Salesforce.
- b. Documents for active hearings will be kept in Salesforce (in addition to FileNet) so that they can be shared via the community according to security policies enforced by Salesforce.
- c. SevenPoints will facilitate the design process, manage development to project milestones, and communicate timelines and schedules.
- d. SevenPoints will provide working sample code for all API calls to Salesforce that are required by the agreed-upon design specification. This includes authentication, query, and status update calls to salesforce.
- e. SevenPoints will provide all Salesforce configurations and Apex code development required by the solution.
- f. Assumptions / Customer responsibilities
 - i. The Customer will provide within the project timeframes all non-salesforce system-level expertise and the programmer(s) to develop, test, deploy and support the solution.
 - ii. The Customer programmer(s) will be responsible for developing the integration code that will run behind the Customer's firewall, choosing the best deployment strategy (e.g., possibly a "Tidal" batch process), and applying the sample API code provided by SevenPoints.
 - iii. The Customer's programmer(s) will be responsible for providing the necessary non-Salesforce development environment & tools; knowing and observing the Customer's coding policies, practices, and requirements; conducting unit testing; cooperating with SevenPoints to complete system testing; and deploying and maintaining the solution.

14. Star or SAP Integration

- a. SevenPoints and the Customer will cooperate to specify and build an integration solution that will use the STAR system or an integration to a preliminary development version of an upcoming SAP system that is replacing STAR. This integration will retrieve taxpayer information (as is done in the current legacy system) and record that information in Salesforce.

-
- b. The integration will be interactive and require a small UI for user input to search for the needed tax information and to select which information is to be copied from among search results.
 - c. SevenPoints will facilitate the design process, manage development to project milestones, and communicate timelines and schedules.
 - d. SevenPoints will provide working sample code for all API calls to Salesforce that are required by the agreed-upon design specification. This includes authentication and data insert to salesforce.
 - e. SevenPoints will provide all Salesforce configurations and Apex code development required by the solution.
 - f. Assumptions / Customer Responsibilities
 - i. The Customer will provide within the project timeframes all non-salesforce system-level expertise and the programmer(s) to develop, test, deploy and support the solution.
 - ii. The Customer will be responsible for choosing and supporting the authentication protocol for the legacy system or the SAP replacement. (The current application requires a username & password authentication each time the integration is run.)
 - iii. The Customer programmer(s) will be responsible for developing the integration code that will run behind the Customer's firewall, choosing the best deployment strategy (e.g., Small web application or Desktop Utility or SAP Module), and applying the sample API code provided by SevenPoints.
 - iv. The Customer's programmer(s) will be responsible for providing the necessary non-Salesforce development environment & tools; knowing and observing the Customer's coding policies, practices, and requirements; conducting unit testing; cooperating with SevenPoints to complete UAT testing; and deploying and maintaining the solution.
 - v. If the team chooses to integrate to a development SAP instance, then the Treasury Hearings Division will be responsible for manual entry of information from STAR into Salesforce until the SAP integration can be moved to production by the SAP development team.

15. Data Migration

- a. SevenPoints will design, build, test, and execute the processes necessary to restructure data extracted from the legacy database and load this data to Salesforce.
- b. These entities to be mapped include:
 - i. Accounts
 - ii. Contacts
 - iii. Dockets
 - iv. Docket Requests
 - v. Hearings
 - vi. Hearing Participants
 - vii. Abeyance
 - viii. Users
 - ix. Legacy History
- c. Assumptions / Customer Responsibilities
 - i. Existing Files & Attachments are not in scope of the data migration

-
- ii. The conversion process will be limited to transforming the structure of the data from the old to the new format and will not include data cleanup.
 - iii. The Customer will be responsible for extracting the data from the legacy database. The data should be provided as a Comma Separated Values (CSV) file for each of the tables in the legacy database.
 - iv. The Customer will provide a current exported CSV file snapshot at least 2 and no more than 4 times for testing, and 1 time for the production migration. (Multiple current exports are required for user testing of the conversion.) It is critical that the export process be reliably & confidently repeatable.
 - v. The Customer will work closely with SevenPoints to specify and to verify how each field in each object is mapped to the new Salesforce structure.
 - vi. The Customer will be responsible for providing a secure 1075 compliant Linux environment in which SevenPoints can perform the data migration work. The Customer will provide client access via SSH to this environment, including:
 - a. Fast, stable SSH access to the Linux machine for two SevenPoints programmers
 - b. All standard POSIX tools, a modern interactive shell (e.g. bash or zsh), emacs and vim, curl, tmux and/or screen, git, a C99 or later compiler (relatively recent gcc or clang is fine), a current sqlite3 shared library (or 7pts can compile).
 - c. SevenPoints will use the forcecli/force command-line tool to communicate with salesforce. The force cli can be installed as a cross-compiled executable or can be compiled with Go Lang installed on the server.
 - d. 2GB of available memory and fast access to at least 20GB of secondary storage that persists through reboot and is backed up daily

16. UAT testing & remediation

- a. SevenPoints will develop a test plan which identifies what features will be tested, who needs to be involved in testing, and when the testing will be conducted.
- b. SevenPoints will assist the Customer in developing testing scripts defining test scenarios and test cases as well as expected outcomes for each test.
- c. SevenPoints will provide a testing/issues tracking application in the Customer's Salesforce sandbox to capture and track any test issues reported.
- d. Assumption:
 - i. The Customer will complete the majority of their testing during the first week of the testing period to allow time for issue remediation, rework, and retesting.
 - ii. The Customer is responsible for documentation and prioritization of defects discovered during the UAT testing period.

17. Training (Train-the-Trainer)

- a. SevenPoints will create training documentation (.ppt presentations) for the following modules:
 - i. Salesforce 101
 - ii. Docket Management Processing (Hearing Case Management)
 - iii. Document Generation & Printing
 - iv. Reports & Dashboards

- v. Business Admin 101
- b. SevenPoints will ‘Train the Trainers’ in the Treasury training department by using the above modules; training delivery will not exceed 8 hours.
- c. Training modules will be geared for the following audiences:
 - i. Treasury Designee
 - ii. Hearings Support Staff
 - iii. Hearings Referee
 - iv. Other Tax Divisions
- d. The Customer will be responsible for modifying and delivering the training materials to end users as required

18. Deployment

- a. SevenPoints will develop a deployment checklist defining all of the tasks that must be completed to move the Salesforce solution from the UAT sandbox to the production org. The deployment checklist will be reviewed with the Customer before deployment activities commence.
- b. SevenPoints will conduct “smoke testing” of all newly migrated components in production to ensure they are working as expected.

19. Post-Go-Live Support

- a. SevenPoints will provide up to 1 (one) week of go-live support to ensure a smooth launch and to assist with resolving any issues or questions that arise after go-live.
- b. Assumption: post-go-live support will remediate any issues or defects not found during testing; post-go-live support is not intended to be used for feature enhancements or new feature/function development

20. Warranty

- a. SevenPoints will warrant the deliverables for 90 days post successful go-live. During this warranty time period any defects that arise will be corrected. Warranty does not include enhancements or new requirements.

2.2 Anticipated Delivery Schedule

The project is estimated to have a duration of approximately 24 weeks. An updated project plan and schedule will be provided at the start of this engagement based on the Contractor’s project plan.

Deliverables

The scope of work described in this SOW is due according to the schedule in the milestones / deliverables table below. At the end of Deliverables will not be considered complete until the MPSC Project Manager and DTMB Project Manager have formally accepted them.

Milestone	Major Activities	Deliverables	# of Weeks	Milestone Acceptance Criteria
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Planning	<ul style="list-style-type: none"> ○ Develop project plan and schedules ○ Develop kick-off presentation and conduct kick-off ○ Preparation of workshop materials ○ Set up of project collaboration site (Basecamp) 	<ul style="list-style-type: none"> ○ Project Plan ○ Project Workbook ○ Kick-off Deck ○ Workshops scheduled 	1	Delivery of Project Kickoff presentation and execution of Kickoff meeting.
Analysis and Design	<ul style="list-style-type: none"> ○ Wireframing workshops ○ Requirement workshops ○ Business Process and Requirements Workshops ○ Data migration requirements ○ User story review and update 	<ul style="list-style-type: none"> ○ Updated Data Model ○ Documented Requirements ○ Updated Solution Design Document ○ Status Report 	2	The Hearing division attends updated solution presentations and accepts the Solution Design Document, Requirements document, user stories, and backlog.
Construction Sprints (1-4)	<ul style="list-style-type: none"> ○ User Story Grooming ○ Sprint Planning (into 2 week sprints) ○ Government Cloud Migration ○ User story Configuration & Development ○ Account & Contact management (taxpayer, POAs, etc.) optimization ○ Docket lifecycle management ○ Docket intake wizard optimization ○ Preparation for sprint reviews ○ Document generation ○ 1075 compliance review; including Salesforce shield implementation ○ Hearings Management ○ Power of Attorney Management ○ Data Migration & Preparation Consulting ○ SoM IT Activities <ul style="list-style-type: none"> ○ Data extraction & cleansing ○ SSO Integration preparation ○ Filenet integration preparation 	<ul style="list-style-type: none"> ○ Sprint Review (at the end of each 2-week Sprint) ○ Status Reports 	8	SevenPoints conducts a Sprint review after each 2 week Sprint and the Hearings division acceptance of sprint deliverables.
Construction	<ul style="list-style-type: none"> ○ Cont'd User Story Grooming ○ Cont'd Sprint Planning 	<ul style="list-style-type: none"> ○ Sprint Review (at the end of 	8	SevenPoints conducts a Sprint review after each 2 week Sprint and the

Sprints (5-8)	<ul style="list-style-type: none"> ○ User story Configuration & Development ○ Document generation cont'd ○ Security model optimization ○ Reports & Dashboards ○ Execute Data Conversion Test & Final Runs ○ SSO Integration ○ Filenet Integration ○ Prepare test plan and test scripts ○ SoM IT Activities Cont'd ○ Data extraction & cleansing; updates based on Data conversion test runs ○ SSO Integration updates ○ Filenet integration preparation ○ Email Relay configuration 	<ul style="list-style-type: none"> ○ each 2-week Sprint) ○ Weekly Status Reports 		Hearings division acceptance of sprint deliverables.
UAT & Remediation	<ul style="list-style-type: none"> ○ Execute Test Plans ○ Resolve issues and re-test ○ Conduct User Acceptance Testing ○ Develop Training Materials & Job-aids 	<ul style="list-style-type: none"> ○ Test plan results ○ Bug fixes and remediation support ○ Develop Training Materials ○ Weekly Status Reports 	2	Successful passage of all test cases and scenarios. Hearings division review and approval of deliverables.
Training	<ul style="list-style-type: none"> ○ Deploy Metadata & Code changes from sandbox to production ○ Deliver Train the Trainer Training sessions ○ Smoke test execution 	<ul style="list-style-type: none"> ○ Training materials in Salesforce instance ○ Train-the-Trainer Training Sessions ○ Weekly Status Reports 	2	SevenPoints delivery of train the trainer modules
Go-live	<ul style="list-style-type: none"> ○ Final Data Migration to Production ○ Go-live ○ Provide Production Support for Users 	<ul style="list-style-type: none"> ○ Weekly Status Reports 	1	

In addition to the Deliverable related assumptions listed above the following are Project-level assumptions upon which this Statement of Work was developed. Significant changes to the assumptions below may necessitate a Change Order.

-
1. At the end of the Analysis & Design session, SevenPoints will produce a set of User Stories for review and approval. If the collection of User Stories varies significantly from what is outlined in this SOW, we will present the State with a Change Order. The State will be able to decide to approve the Change Order or reduce the Scope.
 2. At the end of each 2-week Build, SevenPoints will conduct a Sprint Walk Through and walk the core team through development to date.
 3. Deployment to Production is the responsibility of the State. SevenPoints will prepare a Deployment plan that outlines the steps the State will need to perform to deploy the solution to production. The state will allocate to work within the project schedule.
 4. The Hearings Management solution will be on a new Greenfield Salesforce org. The State will be responsible for securing the licenses to the org. and providing a Sandbox for development at the inception of the project.

Note - Deliverables Definition:

1. **User Story Document (User Stories)** – contains all of the requirements (user stories) captured in the workshops including a description of the requirement, Level of Effort (LOE) estimates, priority, and targeted sprint. The customer will be responsible for reviewing; prioritizing and approving the User Stories. Any requirements, not defined in this document, would be reviewed by the Customer and, if approved, would require a change order to adjust the project budget.
2. **Solution Design Document (SDD)** – Contains artifacts produced during Analysis and Design to provide high-level architecture and feature design details. The customer will be responsible for reviewing and approving the high-level SDD.

2.3 Out of Scope

By default, any features or functions not listed above in section 2.2 are out of scope for this project. The following items are out of scope for this project:

- Procurement of hardware
- Cleansing of data migrated from the legacy Hearings Management system
- Procurement of any 3rd party software; i.e. Ninetex/Drawloop
- Community Portal - any community portal will be executed in a future phase
- Installation and customization of AppExchange products other than Nintex Drawloop
- Integrations to any 3rd party or back-office system except for MILogin and Filenet
- Development of software and components that reside on State of Michigan servers
- Multi-lingual support - this solution will be designed for for one (1) language (English only)
- Evaluation of or procurement of any Salesforce or third-party products or licenses (i.e. Experience Cloud, Calendly, etc.) not included in this scope of work that may be needed to support business requirements.

3. Fees

The project is estimated to have a duration of approximately 24 weeks. An updated project plan and schedule will be provided at the conclusion of the design and analysis phase.

Milestone Schedule

The scope of work described in this SOW is due according to the schedule in the milestones / deliverables table below. Deliverables will be considered complete when the Hearings Division Business Owner or Project Manager have formally accepted them.

The project will be paid based on Deliverables and Milestones as illustrated in the table below.

Milestone #	Milestone	Payment Amount
1	Planning Complete	\$61,008.60
2	Analysis & Design Complete	\$91,511.83
3	Construction - Sprints 1 - 4 Complete	\$152,520.43
4	Construction - Sprints 5 - 8 Complete	\$152,520.43
5	UAT & Remediation Complete	\$91,511.83
6	Training Complete & Go-Live Complete	\$61,007.53
	Total	\$610,080.65

Milestone Acceptance Procedure

Upon receipt of the Treasury's sign-off of a milestone for successful completion, SevenPoints will forward the acknowledgement signature page to Carahsoft. Carahsoft will then invoice the State for completed milestones attaching the signature page to invoice.

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

Expenses

Travel expenses including hotel, mileage, meals, parking etc.) not included in the fee schedule will not be accepted or paid by the State of Michigan and will be the obligation of the Contractor.

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.

Location of Work

Work performed in the execution of this contract should occur at State facilities or Contractor facilities; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

5. System and Platform Requirements

The following computing platforms must be available during the project in order to successfully install and configure the Deliverables:

Platform: Salesforce sandbox and production environments.

Version or Edition: Salesforce Government Cloud Plus Enterprise Edition or higher.

6. Project Assumptions

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- The Customer will provide a single point of contact who is empowered to make decisions and approve direction. This resource will be available for at least one hour per day to review progress, provide feedback and direction.
- The Customer must communicate regularly with SevenPoints and provide SevenPoints with timely feedback.
- The Customer and SevenPoints will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. SevenPoints will provide a project plan that will identify resource requirements and schedules.
- SevenPoints resources will provide the majority of support for this project remotely. Short daily meetings will be conducted to drive rapid and iterative progress through the duration of the project.
- For data migration activities, the Customer shall provide field-mapping documentation and all input files in the proper .csv format. The Customer is solely responsible for the quality and completeness of all data migration input files. SevenPoints will be responsible for developing the data migration plan and providing support to the Customer in this effort.
- Where the implementation approach of a defined requirement is not explicitly defined in the SOW, SevenPoints shall manage the implementation architecture decision. If an alternative architecture is desired, SevenPoints may, in its sole discretion, require a Change Order.
- Documentation requirements: End-user documentation will not be required for this project outside of training documentation.
- SevenPoints will validate the underlying platform configuration prior to deployment of any SevenPoints Deliverables.

-
- All underlying computing platforms meet minimum requirements and are officially supported by SevenPoints. Specifications are provided in Section 5 of this SOW.
 - SevenPoints consultants must be provided reasonable access to Customer systems.
 - Any explicit work effort that is not defined, as either a SevenPoints responsibility or Customer responsibility will be considered a Customer responsibility by default.

8. General

Support Inapplicable: Technical support for any Deliverables provided under this SOW is available on a time and materials basis at the rate for Services set forth in this SOW.

Waivers; Modifications: No waiver, alteration, or modification of the provisions of this SOW will be valid unless made in writing that refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders, or acknowledgments issued by the Customer are for convenience only, and any included terms and conditions shall have no force or effect.

carahsoft

CARASOFT'S STATEMENT OF WORK FOR:

State of Michigan – Treasury Department

Taxpayer Community

Carahsoft Quote #30982518
Contract No. Contract 071B6600108

Wednesday
August 25th, 2021

SOLUTION PROVIDED BY



CARASOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARASOFT.COM

August 25, 2021

State of MI – Department of Treasury
7461 Crowner Drive
Dimondale, MI

Dear Tracy,

Carahsoft Technology Corp. appreciates the opportunity to provide a Statement of Work to the State of Michigan – Treasury Department. Carahsoft is proposing SevenPoints Professional Services which fully meets the State of MI – Department of Treasury’s requirements for implementation. Our team has fully considered the State of MI – Department of Treasury’s requirements, and has carefully put together a solution that will best meet your needs.

Since opening its doors in 2004, Carahsoft has successfully executed over 140,000 orders to State, Local Government, Educational entities. As a top-ranked partner for SevenPoints, Carahsoft has delivered best value solutions to our public sector clients for over 15 years.

Please feel free to contact me directly at 571.662.3438/William.sanchez@carahsoft.com or Stephen Dickerson, my team lead, at 703.673.3524/Stephen.dickerson@carahsoft.com with any questions or communications that will assist the State of MI – Treasury Department in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,



Will Sanchez
Account Representative

Customer:	Carahsoft
SOW Effective Date:	August 25th, 2021
Under State Term Contract 071B6600108:	Effective until 7/21/2026

This Statement of Work (“SOW”) is governed by the terms of the State of Michigan - MiDeals SFDC Cloud Services, Contract **071B6600108**. In the event of any conflict between this SOW and the Mideal SFDC Contract, the Mideal SFDC Contract shall govern.

1. Contact Information

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Manager:	Customer Facility Address:
Name: Majed Younes, MBA, M Title: Sr. IT Project Manager Phone: 313.444.5858 Email Address: younesm@michigan.gov	Michigan Department of Treasury Lansing, Michigan 48922 US

SevenPoints Program Manager:
Name: Nina DiMeglio
Title: Program Manager
Phone: Chief Operating Officer
Email Address: nina@sevenpoints.co

2. Project Scope and Deliverables

2.1 Scope

The State of Michigan Treasury Department Hearings Division (aka the Customer) would like to implement a Salesforce.com-based Taxpayer Community (also known as “Experience Cloud”) to provide taxpayers with a state-of-the-art solution that allows them to request a hearing and engage in the Docket process. In the Community, a taxpayer should be able to:

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- Login the Community using the MILogin identity provider
 - View and manage their Community Account and User Profile record
 - Create a Docket (Request for Hearing/Informal Conference) record on behalf of him/herself or on behalf of his/her company, another individual, or another company.
 - Create Docket Attachment records and upload files to them.
 - View Hearings (but not Hearing participants).
 - View and download Final Decision Documents.
 - Download/print Dockets and Docket Attachments.
 - Download the Power of Attorney (POA) Form and upload the completed version.
 - Search the Community for accessible records.

SevenPoints will design and configure a Salesforce Taxpayer Community solution that encompasses the following:

- **Project Management:** SevenPoints will conduct Requirements Workshops and document final requirements, write User Stories for Customer approval, provide weekly status reports, conduct meetings/prototype reviews, and oversee project documentation, planning/scheduling and risk assessment/mitigation.
- **Community User Setup/Login Process (Collaboration with MILogin):** SevenPoints will collaborate with the Customer to support configuration and testing of MILogin process for Community Users in Sandbox and Production.
 - a. **Assumptions:**
 - i. Community Auto-Provisioning/Self-Registration is not in scope for this project.
 - ii. MILogin process will replicate MPSC MAE E-Dockets Community User Provisioning process.
- **Community Basic Setup & Configuration:** SevenPoints will set up, configure and activate one (1) Salesforce Community for use by external Authenticated Users, including custom domain setup, Community setup/activation, email templates (7), User Validation Rules (1), Community header, footer, navigation menu, etc.
 - a. **Assumptions:**
 - i. Salesforce Customer Community Plus licenses will be required in order to enable Role-based sharing.
 - ii. No public/guest access to Community.
 - iii. The Community will be English language only
- **Community Search:** Configuration of custom fields as needed (such as date formula fields) to enhance standard Salesforce Search functionality.
- **Community Pages:** SevenPoints will configure and/or custom develop the following Community Pages:
 - a. **Home:** Custom-developed landing page with custom Docket list views, "Create Docket" custom button, links, etc.

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- b. **Help Page:** Configured or custom-developed page to provide Community Users with instructions, helpful links, contact info, etc.
 - c. **My Settings Page:** Custom development of Community > My Setting page to remove User fields that should not be accessible to Community User, including Email, Username, Time Zone, Language, etc.
 - d. **Account Record Page:** Configuration or custom development to display the Account record with a subset of read-only fields.
 - e. **Contact Record Page:** Configuration or custom development to display Contact record with a subset of read-only fields.
 - f. **Docket Record Pages:** Custom-developed pages to display: 1) Appropriate fields when Community User creates Docket record; and 2) Appropriate fields, related lists, buttons, etc. when Community User views a Docket record.
 - g. **Docket Attachment Record Pages and "Upload File" Customization:** Custom-developed Docket Attachment Edit and Detail pages to display: 1) Appropriate fields when Community User creates Docket Attachment record; 2) Appropriate fields and "Upload File" customization when Community User views a Docket Attachment record.
 - i. Assumptions:
 - 1. Each Docket Attachment record will be restricted to one (1) uploaded PDF File.
 - h. **Hearing Record:** Page to display Hearing Detail with subset of read-only fields.
 - **Final Decision Document:** SevenPoints will custom develop a solution that displays a preview of the final, mailed version of a Docket's Decision Document. This preview will be downloadable as an uneditable PDF file.
 - **Print Docket and Docket Attachments:** SevenPoints will custom develop a solution to display a "Print Docket and Docket Attachments" button that generates a preview of a Docket (key fields only) and its related Docket Attachment records (key fields only) based on the Community Security/Sharing Model. This preview will be printable and downloadable as an uneditable PDF file that will include hyperlinks to Community-facing Files.
 - **Power of Attorney (POA) Form:** SevenPoints will configure and/or custom develop a solution that allows a Community User to download the POA form as a fillable PDF file and upload the completed form to an appropriate Community page.
 - a. Assumptions:
 - i. Salesforce will not enforce form content, completion or addition of electronic signature.
 - ii. Existing POA form process will be maintained. New Salesforce Account, Contact or Docket records will not be auto-created from Community User's form upload. Treasury will review the form in the Salesforce Internal App, determine if appropriate Account/Contact records exist, create them as needed, and update the appropriate Docket records with the POA information.

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- **Community Security/Sharing:** SevenPoints will custom develop a Community Sharing solution that provides appropriate read only and edit access to Community-facing records.
 - a. **Assumptions:**
 - i. Salesforce Customer Community Plus licenses will be required in order to enable Role-based sharing.
 - ii. Maximum three (3) Community Profiles will be created to support different user types and permissions.
 - **UAT testing & remediation**
 - a. SevenPoints will develop a test plan which identifies what features will be tested, who needs to be involved in testing, and when the testing will be conducted.
 - b. SevenPoints will assist the Customer in developing testing scripts defining test scenarios and test cases as well as expected outcomes for each test.
 - c. SevenPoints will provide a testing/issues tracking application in the Customer's Salesforce sandbox to capture and track any test issues reported.
 - d. **Assumptions:**
 - i. The Customer will complete the majority of their testing during the first week of the testing period to allow time for issue remediation, rework, and retesting.
 - ii. The Customer is responsible for documentation and prioritization of defects discovered during the UAT testing period.
 - **Training (Internal Users only):** SevenPoints will work with Customer to document the training strategy/plan, create a PowerPoint Training file and conduct two (2) remote, maximum three-hour training sessions (each) for Internal Users or Community Administrators.
 - a. **Assumptions:**
 - i. The Customer is responsible for Internal and Community User Communication Plan(s) and Community User Training.
 - **Deployment to Production:** SevenPoints will document the deployment strategy, create the Deployment Plan, work with the Customer to deploy to Production, conduct smoke tests, and complete other deployment tasks as identified.
 - **Post-Go Live Support:** SevenPoints will provide up to 1 (one) week of go-live support to ensure a smooth launch and to assist with resolving any issues or questions that arise after go-live.
 - a. **Assumption:** post-go-live support will remediate any issues or defects not found during testing; post-go-live support is not intended to be used for feature enhancements or new feature/function development
 - **Warranty**
 - a. SevenPoints will warrant the deliverables for 90 days post successful go-live. During this warranty time period any defects that arise will be corrected. Warranty does not include enhancements or new requirements.

2.2 Anticipated Delivery Schedule

SevenPoints employs an iterative, “agile-like” approach to implementing Salesforce. We anticipate five (5) build sprints as part of this project.

Milestone	Major Activities	Deliverables	# of Weeks	Milestone Acceptance Criteria
Planning	<ul style="list-style-type: none"> ○ Develop project plan and schedules ○ Develop kick-off presentation and conduct kick-off ○ Preparation of workshop materials ○ Set up of project collaboration site (Basecamp) 	<ul style="list-style-type: none"> ○ Project Plan ○ Project Workbook ○ Kick-off Deck ○ Workshops scheduled 	1	Delivery of Project Kickoff presentation and execution of Kickoff meeting.
Analysis and Design	<ul style="list-style-type: none"> ○ Conduct Requirements Workshops ○ Create User Stories and backlog ○ Create Solution Design Document 	<ul style="list-style-type: none"> ○ Updated Data Model ○ Documented Requirements ○ Updated Solution Design Document ○ Status Report 	1	The Hearing division attends updated solution presentations and accepts the Solution Design Document, Requirements document, user stories, and backlog.
Construction Sprints (1-3)	<ul style="list-style-type: none"> ○ User Story Grooming ○ Sprint Planning (into 2 week sprints) ○ Configure Sprint 1 - 3 based on approved user stories 	<ul style="list-style-type: none"> ○ Sprint Review (at the end of each 2-week Sprint) ○ Status Reports 	6	SevenPoints conducts a Sprint review after each 2 week Sprint and the Hearings division acceptance of sprint deliverables.
Construction Sprints (4-5)	<ul style="list-style-type: none"> ○ User Story Grooming ○ Sprint Planning (into 2 week sprints) ○ Configure Sprint 4 - 5 based on approved user stories 	<ul style="list-style-type: none"> ○ Sprint Review (at the end of each 2-week Sprint) ○ Status Reports 	4	SevenPoints conducts a Sprint review after each 2 week Sprint and the Hearings division acceptance of sprint deliverables.
UAT & Remediation & Training	<ul style="list-style-type: none"> ○ Execute Test Plans ○ Conduct User Acceptance Testing ○ Resolve issues and re-test ○ Develop Training Materials & Job-aids ○ Deliver Train the Trainer Training sessions 	<ul style="list-style-type: none"> ○ Test plan results ○ Bug fixes and remediation support ○ Develop Training Materials ○ Train-the-Trainer Training Sessions ○ Weekly Status Reports 	2	Successful passage of all test cases and scenarios. SevenPoints delivery of train the trainer modules. Hearings division review and approval of deliverables.

Go-live	<ul style="list-style-type: none"> ○ Go-live ○ Provide Production Support for Users 	<ul style="list-style-type: none"> ○ Weekly Status Reports 	1	System is live in Production
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In addition to the Deliverable related assumptions listed above the following are Project-level assumptions upon which this Statement of Work was developed. Significant changes to the assumptions below may necessitate a Change Order.

1. At the end of the Analysis & Design session, SevenPoints will produce a set of User Stories for review and approval. If the collection of User Stories varies significantly from what is outlined in this SOW, we will present the State with a Change Order. The State will be able to decide to approve the Change Order or reduce the Scope.
2. At the end of each 2-week Build, SevenPoints will conduct a Sprint Walk Through and walk the core team through development to date.
3. Deployment to Production is the responsibility of the State. SevenPoints will prepare a Deployment plan that outlines the steps the State will need to perform to deploy the solution to production. The state will allocate to work within the project schedule.
4. The Hearings Management solution will be on a new Greenfield Salesforce org. The State will be responsible for securing the licenses to the org. and providing a Sandbox for development at the inception of the project.

Note - Deliverables Definition:

1. **User Story Document (User Stories)** – contains all of the requirements (user stories) captured in the workshops including a description of the requirement, Level of Effort (LOE) estimates, priority, and targeted sprint. The customer will be responsible for reviewing; prioritizing and approving the User Stories. Any requirements, not defined in this document, would be reviewed by the Customer and, if approved, would require a change order to adjust the project budget.
2. **Solution Design Document (SDD)** – Contains artifacts produced during Analysis and Design to provide high-level architecture and feature design details. The customer will be responsible for reviewing and approving the high-level SDD.

2.3 Out of Scope

By default, any features or functions not listed above in section 2.1 are out of scope for this project. The following items are out of scope for this project:

- Evaluation or procurement of hardware.
- Evaluation or procurement of any Salesforce or 3rd-party products or licenses not included in this scope of work that may be needed to support business requirements.
- Installation and customization of AppExchange products.

- Integrations to any 3rd party or back-office system except for MILogin
- Development of software and components that reside on Customer’s servers.
- Integrations to any 3rd party or back-office system not identified in section 2.1

3. Fees

The project is estimated to have a duration of approximately 15 weeks. An updated project plan and schedule will be provided at the conclusion of the design and analysis phase.

Milestone Schedule

The scope of work described in this SOW is due according to the schedule in the milestones/deliverables table below. Deliverables will be considered complete when the Hearings Division Business Owner or Project Manager has formally accepted them.

The project will be paid based on Deliverables and Milestones as illustrated in the table below.

Milestone #	Milestone	Payment Amount
1	Planning Complete	\$0*
2	Analysis & Design Complete	\$42,887.10
3	Construction - Sprints 1 - 4 Complete	\$71,478.49
4	Construction - Sprints 5 - 8 Complete	\$71,478.49
5	UAT & Remediation Complete	\$42,887.10
6	Training Complete & Go-Live Complete	\$28,590.32
	Total	\$257,321.50

* If the State of MI Treasury - Hearings Division Community project begins more than 14 days after the State of MI Treasury - Hearings Division project successful go-live date, a change order will need to be executed and Carahsoft will additionally invoice a Milestone #1 Planning Complete payment of \$28,591.40.

Milestone Acceptance Procedure

Upon receipt of the Treasury’s sign-off of a milestone for successful completion, SevenPoints will forward the acknowledgment signature page to Carahsoft. Carahsoft will then invoice the State for completed milestones attaching the signature page to the invoice.

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

Expenses

Travel expenses including hotel, mileage, meals, parking, etc. not included in the fee schedule will not be accepted or paid by the State of Michigan and will be the obligation of the Contractor.

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.

Location of Work

Work performed in the execution of this contract should occur at State facilities or Contractor facilities; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

4. Schedule Start

Within three (3) days of the Effective Date, SevenPoints will designate to the Customer in writing the scheduled start date for the Services. Until SevenPoints provides the Customer with such written notice, any projections regarding the Services start and completion dates are estimates only and subject to change.

Once SevenPoints has provided Customer the scheduled Services delivery and timeframe if the start date is postponed as an accommodation or otherwise due to Customer's requirements, Customer shall be responsible for all charges that SevenPoints incurs as a result of changing or canceling reservations (e.g., transportation, accommodations, etc.) and all due dates for SevenPoints deliverables shall be extended to the extent that SevenPoints experiences any delays in connection with such postponement.

5. System and Platform Requirements

The following computing platforms must be available during the project in order to successfully install and configure the Deliverables:

Platform: Salesforce sandbox and production environments.

Version or Edition: Salesforce Enterprise Edition or higher, Salesforce Customer Community Plus licenses.

Other resources to be provided by Customer: one (1) cubicle, WIFI or network access, Internet access, process flows, and other related documents.

6. Project Assumptions

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- The Customer will provide a single point of contact who is empowered to make decisions and approve direction. This resource will be available for at least one hour per day to review progress, provide feedback and direction.
- The Customer must communicate regularly with SevenPoints and provide SevenPoints with timely feedback.
- The Customer and SevenPoints will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. SevenPoints will provide a project plan that will identify resource requirements and schedules.
- SevenPoints resources will provide the majority of support for this project remotely. Short daily meetings will be conducted to drive rapid and iterative progress through the duration of the project.
- For data migration activities, the Customer shall provide field-mapping documentation and all input files in the proper .csv format. The Customer is solely responsible for the quality and completeness of all data migration input files. SevenPoints will be responsible for developing the data migration plan and providing support to the Customer in this effort.
- Where the implementation approach of a defined requirement is not explicitly defined in the SOW, SevenPoints shall manage the implementation architecture decision. If an alternative architecture is desired, SevenPoints may, in its sole discretion, require a Change Order.
- Documentation requirements: End-user documentation will not be required for this project outside of training documentation.
- SevenPoints will validate the underlying platform configuration prior to deployment of any SevenPoints Deliverables.
- All underlying computing platforms meet minimum requirements and are officially supported by SevenPoints. Specifications are provided in Section 5 of this SOW.
- SevenPoints consultants must be provided reasonable access to Customer systems.

-
- Any explicit work effort that is not defined, as either a SevenPoints responsibility or Customer responsibility will be considered a Customer responsibility by default.

8. General

Support Inapplicable: Technical support for any Deliverables provided under this SOW is available on a time and materials basis at the rate for Services set forth in this SOW.

Waivers; Modifications: No waiver, alteration, or modification of the provisions of this SOW will be valid unless made in writing that refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders, or acknowledgments issued by the Customer are for convenience only, and any included terms and conditions shall have no force or effect.



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

CONTRACT CHANGE NOTICE

Change Notice Number **24**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
Contract Administrator	Matt Weiss	DTMB	
	(517) 256-9895		
	weissm4@michigan.gov		

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,215,308.19	\$33,847.51	\$30,249,155.70

DESCRIPTION

Effective 8/27/2021, the Contract is hereby increased by \$33,847.51 and the following amendment is incorporated to purchase 13 Salesforce licenses for Treasury's Hearings Tracking Project for the period of 8/27/2021 – 8/26/2022.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Tim Gajda
Bureau Director
State of Michigan Treasury
Lewis Cass Building
320 South Walnut Street
Lansing, MI 48913

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: gajdat@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 243-9655

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 30762835
QUOTE DATE: 08/13/2021
QUOTE EXPIRES: 08/27/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$33,847.51

TOTAL QUOTE: \$33,847.51

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 08/27/2021 End Date: 08/26/2022		\$2,197.89 OM	11	\$24,176.79
2	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 08/27/2021 End Date: 08/26/2022		\$2,417.68 OM	1	\$2,417.68
3	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 08/27/2021 End Date: 08/26/2022		\$7,253.04 OM	1	\$7,253.04
SUBTOTAL:						\$33,847.51
TOTAL PRICE:						\$33,847.51
TOTAL QUOTE:						\$33,847.51

QUOTE DATE: 08/13/2021
QUOTE NO: CONFIDENTIAL
30762835

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



CONTRACT CHANGE NOTICE

Change Notice Number **23**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895 weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,215,308.19	\$0.00	\$30,215,308.19

DESCRIPTION

Effective 8/24/2021, the following amendment is hereby incorporated into the Contract to acquire Nintex DocAutomation by Drawloop for MDHHS's Child Welfare Comprehensive Child Welfare Information System (CCWIS). Total cost is \$57,750.00.

No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Devin Barnes
Salesforce ISV Team
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

EMAIL: odettj@michigan.gov

EMAIL: Devin.Barnes@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3428

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 45 (On Approved
Credit) Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 30738051
QUOTE DATE: 08/10/2021
QUOTE EXPIRES: 09/09/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$57,750.00

TOTAL QUOTE: \$57,750.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-DA	Nintex DocAutomation - 7500 Auto DDPs - 25 WF / DDP- FedRamp IL2 Yearly Drawloop Technologies		\$57,750.0000 OM	1	\$57,750.00
SUBTOTAL:						\$57,750.00
TOTAL PRICE:						\$57,750.00
TOTAL QUOTE:						\$57,750.00

QUOTE DATE: 08/10/2021
QUOTE NO: CONFIDENTIAL
30738051

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



CONTRACT CHANGE NOTICE

Change Notice Number **22**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895 weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,137,396.69	\$77,911.50	\$30,215,308.19		

DESCRIPTION

Effective 8/6/2021, amendment one is hereby incorporated into the Contract to extend Treasury's Hearings Tracking project Salesforce licenses to August 26, 2021. This extension will allow the State to determine what licenses will be needed to complete the implementation of the project.

Additionally, a second amendment is hereby incorporated into the Contract to provide funding for the renewal of LARA's PSC licenses (9/24/2021 - 9/23/2022). This Contract is increased by \$77,911.50.

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

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan DTMB Cloud Application Development Center of Excellence	FOR: Tim Gajda Bureau Director State of Michigan Treasury Lewis Cass Building 320 South Walnut Street Lansing, MI 48913	FROM: Will Sanchez Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: SrinivasanV@michigan.gov	EMAIL: gajdat@michigan.gov	EMAIL: William.Sanchez@carahsoft.com
PHONE: (517) 969-6299	PHONE: (517) 243-9655	PHONE: (571) 662-3438
		FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108 Expiration: July 21, 2026 FTIN: 52-2189693 Shipping point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as above Payment Terms: Net 45 (On approved credit) Credit Card Fees May Apply Sales Tax May Apply	QUOTE NO: 30532045 QUOTE DATE: 07/27/2021 QUOTE EXPIRES: RFQ NO: SHIPPING: ESD TOTAL PRICE: \$0.00
	TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0334	Government Cloud Premier Success Plan (UE) Salesforce.com, Inc. - 121-0334 Start Date: 07/27/2021 End Date: 08/26/2021		\$0.00 OM	1	\$0.00
2	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 07/27/2021 End Date: 08/26/2021		\$0.00 OM	5	\$0.00
SUBTOTAL:						\$0.00
						TOTAL PRICE: \$0.00
						TOTAL QUOTE: \$0.00

QUOTE DATE: 07/27/2021
QUOTE NO: 30532045



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan DTMB Cloud Application Development Center of Excellence	FOR: Kavita Kale Section Manager Michigan Public Service Commission 7109 W. Saginaw Highway Lansing, MI 48937	FROM: Alex Duncan Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: SrinivasanV@michigan.gov	EMAIL: kalek@michigan.gov	EMAIL: Alex.Duncan@carahsoft.com
PHONE: (517) 969-6299	PHONE: (517) 243-9599	PHONE: (571) 662-3436
		FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 28952682
QUOTE DATE: 06/23/2021
QUOTE EXPIRES: 09/19/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$77,911.50

TOTAL QUOTE: \$77,911.50

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 09/24/2021 End Date: 09/23/2022	\$6,480.00 OM	1	\$6,480.00
2	205-0005	Lightning Service Cloud Unlimited Edition Salesforce.com, Inc. - 205-0005 Start Date: 09/24/2021 End Date: 09/23/2022	\$2,592.00 OM	25	\$64,800.00
3	205-CON	Composer Business Edition Conga - 205-CON Start Date: 09/24/2021 End Date: 09/23/2022	\$265.26 SLG	25	\$6,631.50

SUBTOTAL: \$77,911.50

TOTAL PRICE: \$77,911.50

TOTAL QUOTE: \$77,911.50

QUOTE DATE: 06/23/2021
QUOTE NO: 28952682

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



CONTRACT CHANGE NOTICE

Change Notice Number 21
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$137,396.69	\$30,137,396.69		

DESCRIPTION

Effective 7/22/2021, this Contract is hereby increase by \$137,396.69 to cover MiCAL and CCBHC licenses added under Change Notice 20.

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

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



CONTRACT CHANGE NOTICE

Change Notice Number 20
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss (517) 256-9895 weissm4@michigan.gov	DTMB

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 7/16/2021, amendment one is hereby incorporated into the Contract to extend Treasury's Hearings Tracking project Salesforce licenses to July 24, 2021. This extension will allow the State to determine what licenses will be needed to complete the implementation of the project.

Additionally, a second amendment is hereby incorporated into the Contract to provide licenses for MiCAL and the CCBHC Project within MDHHS. Total cost is \$137,396,69.

No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan DTMB Cloud Application Development Center of Excellence	FOR: Megan Buonodono Michigan Department of Treasury- Education Trust MI	FROM: Will Sanchez Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: SrinivasanV@michigan.gov	EMAIL: BuonodonoM@michigan.gov	EMAIL: William.Sanchez@carahsoft.com
PHONE: (517) 969-6299	PHONE: (517) 335-6964	PHONE: (571) 662-3438 FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108 Expiration: July 21, 2026 FTIN: 52-2189693 Shipping point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as above Payment Terms: Net 45 (On approved credit) Credit Card Fees May Apply Sales Tax May Apply	QUOTE NO: 28956059 QUOTE DATE: 06/23/2021 QUOTE EXPIRES: 06/30/2021 RFQ NO: SHIPPING: ESD TOTAL PRICE: \$0.00
--	--

TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 06/25/2021 End Date: 07/24/2021		\$0.00 OM	5	\$0.00
2	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 06/25/2021 End Date: 07/24/2021		\$0.00 OM	1	\$0.00
SUBTOTAL:						\$0.00
						TOTAL PRICE: \$0.00
						TOTAL QUOTE: \$0.00

QUOTE DATE: 06/23/2021
QUOTE NO: 28956059

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
 CRM Support
 Michigan Enterprise Contact Center (MIECC)
 4125 W. St Joseph Street
 Lansing, MI 48917 USA

FROM: Will Sanchez
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 28874856
QUOTE DATE: 06/15/2021
QUOTE EXPIRES: 07/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$137,396.69

TOTAL QUOTE: \$137,396.69

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MICAL					
1	121-0114	Digital Engagement Salesforce.com, Inc. - 121-0114 Start Date: 07/01/2021 End Date: 10/25/2021	\$162.2529 OM	15	\$2,433.79
2	121-0009	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 07/01/2021 End Date: 10/25/2021	\$786.30 OM	88	\$69,194.40
3	121-0131	Customer Community Plus - Members Salesforce.com, Inc. - 121-0131 Start Date: 07/01/2021 End Date: 10/25/2021	\$29.9544 OM	808	\$24,203.16
4	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 07/01/2021 End Date: 10/25/2021	\$9,583.13 OM	1	\$9,583.13
5	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 07/01/2021 End Date: 10/25/2021	\$28,019.27 OM	1	\$28,019.27
MICAL SUBTOTAL:					\$133,433.75
CCBHC					
6	121-0009	Health Cloud Unlimited Edition Salesforce.com, Inc. - 121-0009 Start Date: 07/01/2021 End Date: 10/25/2021	\$786.30 OM	2	\$1,572.60
7	121-0131	Customer Community Plus - Members Salesforce.com, Inc. - 121-0131 Start Date: 07/01/2021 End Date: 10/25/2021	\$29.9544 OM	42	\$1,258.08

QUOTE DATE: 06/15/2021
QUOTE NO: 28874856



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Salesforce.com, Inc. - 205-0176 Start Date: 07/01/2021 End Date: 10/25/2021	\$283.06 OM	1	\$283.06
9	121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 07/01/2021 End Date: 10/25/2021	\$849.20 OM	1	\$849.20
CCBHC SUBTOTAL:					\$3,962.94
SUBTOTAL:					\$137,396.69
TOTAL PRICE:					\$137,396.69
TOTAL QUOTE:					\$137,396.69

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



CONTRACT CHANGE NOTICE

Change Notice Number 19
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895 weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective 4/26/2021, the following amendment is hereby incorporated into the Contract to extend Treasury's Hearings Tracking project Salesforce licenses to June 25, 2021. This extension will allow the State to determine what licenses will be needed to complete the implementation of the project.

No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Kristen Robel
Purchasing Section
Michigan Department of Treasury
7461 Crowner Drive
Dimondale, MI 48821 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: RobelK@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 335-4062

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 28675351
QUOTE DATE: 05/25/2021
QUOTE EXPIRES: 05/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0093	Service Cloud Unlimited Edition Salesforce.com, Inc. - 121-0093 Start Date: 05/26/2021 End Date: 06/25/2021		\$0.00 OM	5	\$0.00
SUBTOTAL:						\$0.00
TOTAL PRICE:						\$0.00
TOTAL QUOTE:						\$0.00

QUOTE DATE: 05/25/2021
QUOTE NO: 28675351

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



CONTRACT CHANGE NOTICE

Change Notice Number **18**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
	CV0059147

STATE	Program Manager	Various	DTMB
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895 weissm4@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 5/14/2021, the following amendment, Exhibit 7 of IRS Pub 1075, is hereby incorporated into the Contract.

IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies (September 2016). The terms of the Safeguarding Contract Language, IRS Publication 1075, Exhibit 7, ("Safeguarding Contract Language") are hereby incorporated into the Agreement, and attached hereto as Exhibit A, and shall apply to contracts with the Customer wherein IRS Publication 1075 specifically applies. SFDC hereby adds the following clarification to Safeguarding Contract Language, Section III. Inspection: SFDC shall afford, with notice, the IRS and the Agency, as defined in IRS Publication 1075, access to SFDC's technical capabilities, documentation, records, and databases, to the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of IRS Publication 1075 protected data. SFDC provides this clarification as the facilities, installations, operations and/or infrastructure for which may be identified in Section III. Inspection are provided by a third party as SFDC's infrastructure cloud service provider, and subject to the policies of said third party. Furthermore, SFDC requests that any inspections are conducted in a manner designed to minimize disruption of SFDC's normal business operations and complies with the terms and conditions of all data confidentiality, ownership, privacy, security, and restricted use provisions of the contracts between the parties. Where the IRS is not a party to the contract, SFDC will inform

the IRS of the applicable data confidentiality, ownership, privacy, security, and restricted use provisions of such contracts applicable to the inspection.

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

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised

Safeguarding Contract Language Exhibit 7

Exhibit 7 Safeguarding Contract Language

of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



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

CONTRACT CHANGE NOTICE

Change Notice Number 17
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carasoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 4/30/2021, the following amendments are hereby incorporated into the Contract. The first amendment extends Treasury's Hearings Tracking project Salesforce licenses to May 26, 2021. The second amendment is for the purchase of the Blackthorn product for DHHS's HIV CRM. This product is a component of the online Salesforce tool that allows public and Behavior and Population Health (BPH) users to manage grants, amend grants, review benefit information, and training for BPH Activities related to public health and access for all DHHS users. Total cost for Blackthorn is \$23,021.76.

No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan DTMB Cloud Application Development Center of Excellence	FOR: Vatsala Aralukatte Sr. Program Architect Michigan Department of Treasury	FROM: Alex Duncan Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL: SrinivasanV@michigan.gov	EMAIL: varalukatte@salesforce.com	EMAIL: Alex.Duncan@carahsoft.com
PHONE: (517) 969-6299	PHONE: (704) 258-2748	PHONE: (571) 662-3436
		FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Credit Card Fees May Apply
 Sales Tax May Apply

QUOTE NO: 28287692
QUOTE DATE: 04/28/2021
QUOTE EXPIRES: 05/28/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE	
1	205-0005	Lightning Service Cloud Unlimited Edition Start Date: 04/27/2021 End Date: 05/26/2021		\$0.00 OM	5	\$0.00	
2	205-0116	Salesforce Shield 30% Net Price / \$100 Start Date: 04/27/2021 End Date: 05/26/2021		\$0.00 OM	1	\$0.00	
3	205-0176	Unlimited Edition Government Cloud 10% Net Price. Legacy. Requires Prior Approval Before Purchase Start Date: 04/27/2021 End Date: 05/26/2021		\$0.00 OM	1	\$0.00	
SUBTOTAL:						\$0.00	
						TOTAL PRICE:	\$0.00
						TOTAL QUOTE:	\$0.00

QUOTE DATE: 04/28/2021
QUOTE NO: 28287692

Salesforce AppExchange Price Quotation



Carahsoft Technology Corp



CARASOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

TO: Matthew Weiss
 State of Michigan- Central Procurement Services - Enterprise
 Sourcing
 MI USA

FROM: Thomas Lee
 Salesforce ISV Team
 at Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: WeissM4@michigan.gov

EMAIL: Thomas.Lee@carahsoft.com

PHONE: (517) 256-9895

PHONE: (571) 662-3442

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 27835496
QUOTE DATE: 03/31/2021
QUOTE EXPIRES: 04/30/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$23,021.76

TOTAL QUOTE: \$23,021.76

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-BLACKTHORN-EVENTS	Blackthorn Events - Registrations - Up to 5,000 event registrations per year. All additional registrations will be purchased in blocks at \$2.59 per registration Blackthorn.io, Inc. Start Date: 05/01/2021 End Date: 01/18/2023	\$9,896.65 OM	1	\$9,896.65
2	205-BLAKCTHORN-SPT	Blackthorn Support - Premium Plan - Blackthorn Support Premium Plan features and inclusions. Blackthorn.io, Inc. Start Date: 05/01/2021 End Date: 01/18/2023	\$3,967.96 OM	1	\$3,967.96
3	205-BLACKTHORN-EVENTS	Blackthorn Events - Registrations - Up to 4,000 event registrations per year. All additional registrations will be purchased in blocks at \$2.59 per registration Blackthorn.io, Inc. Start Date: 01/19/2023 End Date: 01/18/2024	\$7,831.88 OM	1	\$7,831.88
4	205-BLAKCTHORN-SPT	Blackthorn Support - Base Plan - Blackthorn Support Premium Plan features and inclusions. Blackthorn.io, Inc. Start Date: 01/19/2023 End Date: 01/18/2024	\$1,325.27 OM	1	\$1,325.27
SUBTOTAL:					\$23,021.76

TOTAL PRICE: \$23,021.76

TOTAL QUOTE: \$23,021.76

QUOTE DATE: 03/31/2021
QUOTE NO: 27835496



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

CONTRACT CHANGE NOTICE

Change Notice Number 16
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 3/5/2021, the following amendment is hereby incorporated into the Contract to provide thirty-five (35) licenses for the Michigan Crisis and Access Line (MiCAL) within MDHHS. Total cost is \$14,007.84. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MiECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)

QUOTE NO: 24634660
QUOTE DATE: 01/12/2021
QUOTE EXPIRES: 03/26/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$14,007.84

TOTAL QUOTE: \$14,007.84

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-471-2	Digital Engagement "Unlimited Edition" Salesforce.com, Inc. - 205-471 Start Date: 03/05/2021 End Date: 10/25/2021		\$363.84 OM	35	\$12,734.40
2	205-0176	Unlimited Edition Government Cloud 10% NET Price / \$100 Salesforce.com, Inc. - 205-0176 Start Date: 03/05/2021 End Date: 10/25/2021		\$1,273.44 OM	1	\$1,273.44

SUBTOTAL: \$14,007.84

TOTAL PRICE: \$14,007.84

TOTAL QUOTE: \$14,007.84

QUOTE DATE: 01/12/2021
QUOTE NO: 24634660



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

CONTRACT CHANGE NOTICE

Change Notice Number 15
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 2/5/2021, the following amendment is hereby incorporated into the Contract to provide CRM infrastructure services for MDHHS's HIV & STD Programs. Total cost is \$543,025.04. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
Business Relationship Manager
MI Dept of Technology, Management, and Budget
120 N Washington Sq
8th Fl
Lansing, MI 48933 United States

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)

QUOTE NO: 27227420
QUOTE DATE: 02/03/2021
QUOTE EXPIRES: 02/28/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$543,025.04

TOTAL QUOTE: \$543,025.04

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0005	Lightning Service Cloud Unlimited Edition Salesforce.com, Inc. - 205-0005 Start Date: 02/08/2021 End Date: 02/07/2022		\$1,798.83 OM	180	\$323,789.40
2	205-0024	Customer Community Logins "Unlimited Edition" Salesforce.com, Inc. - 205-0024 Start Date: 02/08/2021 End Date: 02/07/2022		\$3.39 OM	15500	\$52,545.00
3	205-0025	Customer Community Plus Members "Unlimited Edition" Salesforce.com, Inc. - 205-0025 Start Date: 02/08/2021 End Date: 02/07/2022		\$86.03 OM	175	\$15,055.25
4	206-069	Survey Response Pack (1,000) Salesforce.com, Inc. - 206-069 Start Date: 02/08/2021 End Date: 02/07/2022		\$105.36 OM	2	\$210.72
5		myTrailhead for Community Logins - Unlimited Edition Salesforce.com, Inc. Start Date: 02/08/2021 End Date: 02/07/2022		\$8.08 OM	2500	\$20,200.00
6		Platform Encryption Salesforce.com, Inc. Start Date: 02/08/2021 End Date: 02/07/2022		\$62,106.97 OM	1	\$62,106.97
7		Government Cloud Plus Salesforce.com, Inc. Start Date: 02/08/2021 End Date: 02/07/2022		\$57,200.48 OM	1	\$57,200.48

QUOTE DATE: 02/03/2021
QUOTE NO: 27227420

GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	205-412	Lightning Platform (Administrator) "Unlimited Edition" Salesforce.com, Inc. - 205-412 Start Date: 02/08/2021 End Date: 02/07/2022	\$518.14 OM	23	\$11,917.22
SUBTOTAL:					\$543,025.04
TOTAL PRICE:					\$543,025.04
TOTAL QUOTE:					\$543,025.04



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

CONTRACT CHANGE NOTICE

Change Notice Number 14
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 1/29/2021, the following amendment is hereby incorporated into the Contract to provide two (2) courtesy licenses for the Michigan Crisis and Access Line (MiCAL) within MDHHS. There is no cost to the State for these licenses as they will be used for an initial set-up period.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
CRM Support
Michigan Enterprise Contact Center (MiECC)
4125 W. St Joseph Street
Lansing, MI 48917 USA

FROM: Will Sanchez
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: William.Sanchez@carahsoft.com

PHONE: (517) 969-6299

PHONE: (571) 662-3438

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)

QUOTE NO: 27022516
QUOTE DATE: 01/12/2021
QUOTE EXPIRES: 01/29/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$0.00

TOTAL QUOTE: \$0.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-471-2	Digital Engagement "Unlimited Edition" Salesforce.com, Inc. - 205-471 Start Date: 01/15/2021 End Date: 02/14/2021		\$0.00 OM	2	\$0.00
SUBTOTAL:						\$0.00
TOTAL PRICE:						\$0.00
TOTAL QUOTE:						\$0.00

QUOTE DATE: 01/12/2021
QUOTE NO: 27022516



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

CONTRACT CHANGE NOTICE

Change Notice Number 13
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 1/15/2021, the following amendments are hereby incorporated into the Contract to provide CRM infrastructure services for MDHHS. Total cost is \$3,797,387.64 (Org. 1 and 2: \$3,261,455.90 & Org 3: \$535,931.74). No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 Business Relationship Manager
 MI Dept of Technology, Management, and Budget
 120 N Washington Sq
 8th Fl
 Lansing, MI 48933 United States

FROM: Alex Duncan
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: odettj@michigan.gov

EMAIL: Alex.Duncan@carahsoft.com

PHONE: (517) 242-0122

PHONE: (571) 662-3436

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 24109228
QUOTE DATE: 12/17/2020
QUOTE EXPIRES: 01/17/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$3,261,455.90

TOTAL QUOTE: \$3,261,455.90

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS					
1	205-0005	Lightning Service Cloud Unlimited Edition Start Date: 01/18/2021 End Date: 01/17/2022	\$2,580.65 OM	50	\$129,032.50
2	205-0088	Public Communities Page Views (1 million/month) Start Date: 01/18/2021 End Date: 01/17/2022	\$0.00 OM	5	\$0.00
3	205-0126	Additional 10 Objects for Customer Community Logins 20% net price / \$100 Additional 10 Objects: % of NET for Partner Community (Member), Partner Community (Login), Customer Community (Member), Customer Community (Login). Additional 10 Objects for Cust Start Date: 01/18/2021 End Date: 01/17/2022	\$105,814.22 OM	3	\$317,442.66
4	205-0127	Additional 10 Objects for Customer Community Member 20% net price / \$100 Additional 10 Objects: % of NET for Partner Community (Member), Partner Community (Login), Customer Community (Member), Customer Community (Login). Additional 10 Objects for Cust Start Date: 01/18/2021 End Date: 01/17/2022	\$18,790.8208 OM	3	\$56,372.46
5	205-0154	Sandbox (Partial Copy) 20% Net Price / \$100 Sandbox: % of NET price for Lightning Sales Cloud, Lightning Service Cloud, Lightning Force 100, Communities, and Portal Users (all types). Additional Partial Copy Sandbox for UE is 20%. Start Date: 01/18/2021 End Date: 01/17/2022	\$170,684.09 OM	1	\$170,684.09
6	205-0176	Unlimited Edition Government Cloud 10% NET Price / \$100 Start Date: 01/18/2021 End Date: 01/17/2022	\$97,120.01 OM	1	\$97,120.01
7	205-0116	Salesforce Shield 30% Net Price / \$100 Start Date: 01/18/2021 End Date: 01/17/2022	\$413,746.16 OM	1	\$413,746.16



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
8	205-0143	Lightning Platform Plus Start Date: 01/18/2021 End Date: 01/17/2022	\$645.16	OM	600	\$387,096.00
9	205-0142	Lightning Platform Starter Start Date: 01/18/2021 End Date: 01/17/2022	\$120.00	OM	2000	\$240,000.00
10	205-LC	Lightning Console Start Date: 01/18/2021 End Date: 01/17/2022	\$145.16	SLG	200	\$29,032.00
11	205-0024	Customer Community Logins Start Date: 01/18/2021 End Date: 01/17/2022	\$0.6978	OM	758191	\$529,065.68
12	205-0025	Customer Community Plus Members Start Date: 01/18/2021 End Date: 01/17/2022	\$18.8000	OM	5001	\$94,018.80
MI DHHS SUBTOTAL:						\$2,463,610.36
MI DHHS ORG 2						
13	205-412	Lightning Platform (Administrator) Start Date: 01/18/2021 End Date: 01/17/2022	\$522.24	OM	36	\$18,800.64
14	205-0142	Lightning Platform Starter Start Date: 01/18/2021 End Date: 01/17/2022	\$120.00	OM	2600	\$312,000.00
15	205-0116	Salesforce Shield 30% Net Price / \$100 Start Date: 01/18/2021 End Date: 01/17/2022	\$99,179.8839	OM	1	\$99,179.88
16	205-lc	Lightning Console Start Date: 01/18/2021 End Date: 01/17/2022	\$145.16	SLG	600	\$87,096.00
17	205-0176	Unlimited Edition Government Cloud 10% NET Price / \$100 Start Date: 01/18/2021 End Date: 01/17/2022	\$33,080.60	OM	1	\$33,080.60
MI DHHS ORG 2 SUBTOTAL:						\$550,157.12
PROGRAM ARCHITECT						
18	205-436-2	Program Architect Salesforce.com, Inc. - 205-436 Start Date: 01/15/2021 End Date: 07/14/2021	\$247,688.42	OM	1	\$247,688.42
PROGRAM ARCHITECT SUBTOTAL:						\$247,688.42
SUBTOTAL:						\$3,261,455.90
TOTAL PRICE:						\$3,261,455.90
TOTAL QUOTE:						\$3,261,455.90

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Duane Kerkstra
 BRM - MDHHS Enterprise & Strategic Services
 MI Dept of Technology, Management, and Budget
 235 S Grand Ave
 Lansing, MI 48809

FROM: Alex Duncan
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: kerkstrad@michigan.gov

EMAIL: Alex.Duncan@carahsoft.com

PHONE: (248) 660-0132

PHONE: (571) 662-3436

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 24541426
QUOTE DATE: 12/01/2020
QUOTE EXPIRES: 12/31/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$535,931.74

TOTAL QUOTE: \$535,931.74



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

CONTRACT CHANGE NOTICE

Change Notice Number 12
to
Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 10/26/2020, the following amendment is hereby incorporated into the Contract to provide CRM infrastructure services for MDHHS's MiCAL system. Total cost of this solution is \$309,938.16. No additional Contract funding is needed at this time; existing funds are adequate to support this change.

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

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Venkat Srinivasan
 CRM Support
 Michigan Enterprise Contact Center (MiECC)
 4125 W. St Joseph Street
 Lansing, MI 48917 USA

FROM: Stephen Dickerson
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: SrinivasanV@michigan.gov

EMAIL: Stephen.Dickerson@carahsoft.com

PHONE: (517) 969-6299

PHONE: (703) 673-3524

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 24028389
QUOTE DATE: 10/02/2020
QUOTE EXPIRES: 10/31/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$309,938.16

TOTAL QUOTE: \$309,938.16

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0016	Health Cloud - Unlimited Edition Salesforce.com, Inc. - 205-0016 Start Date: 10/13/2020 End Date: 10/12/2021	\$2,463.61 OM	35	\$86,226.35
2	205-0025	Customer Community Plus Members Salesforce.com, Inc. - 205-0025 Start Date: 10/13/2020 End Date: 10/12/2021	\$97.76 OM	25	\$2,444.00
3	205-0116	Salesforce Shield Salesforce.com, Inc. Start Date: 10/13/2020 End Date: 10/12/2021	\$66,415.32 OM	1	\$66,415.32
4	205-0176	Unlimited Edition Government Cloud Salesforce.com, Inc. Start Date: 10/13/2020 End Date: 10/12/2021	\$22,138.44 OM	1	\$22,138.44
5	205-0025	Customer Community Plus - Unlimited Edition - Members Salesforce.com, Inc. Start Date: 01/01/2021 End Date: 10/12/2021	\$76.58 OM	95	\$7,275.10
6	205-0016	Health Cloud - Unlimited Edition Salesforce.com, Inc. - 205-0016 Start Date: 01/01/2021 End Date: 10/12/2021	\$1,929.83 OM	65	\$125,438.95
SUBTOTAL:					\$309,938.16

TOTAL PRICE: \$309,938.16

TOTAL QUOTE: \$309,938.16



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

CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 071B6600108

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 4/29/2020, Technical Architect Kumar Nitish listed under key personnel is replaced by Jason Christman and Lance Davala.

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **10**
 to
 Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
CV0059147	

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$30,000,000.00	\$0.00	\$30,000,000.00

DESCRIPTION

Effective 5/20/2020, the following amendment is hereby incorporated into the Contract to provide LEO's Office of Global Michigan with a Salesforce Sandbox. Total cost is \$6,248.58.

No additional funding is needed at this time; existing funds are adequate to support this change.

The Federal Provisions Addendum is also hereby updated.

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

Government - Price Quotation

Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Matthew Weiss
State of Michigan- Central Procurement Services - Enterprise
Sourcing
MI USA

FROM: Stephen Dickerson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: WeissM4@michigan.gov

EMAIL: Stephen.Dickerson@carahsoft.com

PHONE: (517) 256-9895

PHONE: (703) 673-3524

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Sales Tax May Apply

QUOTE NO: 21678444
QUOTE DATE: 04/10/2020
QUOTE EXPIRES: 04/30/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$6,248.58

TOTAL QUOTE: \$6,248.58

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0120	Sandbox (Full Copy) Salesforce.com, Inc. Start Date: 04/13/2020 End Date: 03/31/2021		\$6,248.58 SLG	1	\$6,248.58
SUBTOTAL:						\$6,248.58

TOTAL PRICE: \$6,248.58

TOTAL QUOTE: \$6,248.58

COVID-19 Federal Provisions Addendum

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

1. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

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

3. Copeland "Anti-Kickback" Act

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

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

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

4. Contract Work Hours and Safety Standards Act

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

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

5. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

7. Debarment and Suspension

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

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

tier covered transaction it enters into.

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

8. Byrd Anti-Lobbying Amendment

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

9. Procurement of Recovered Materials

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

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

10. Additional FEMA Contract Provisions.

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

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

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

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

(2) Changes.

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

(3) DHS Seal, Logo, And Flags

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

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

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

(5) No Obligation by Federal Government

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

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

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

Exhibit 1 - Byrd Anti-Lobbying Certification

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective 3/24/2020, the following amendment is hereby incorporated into the Contract to provide LEO's Office of Global Michigan with Salesforce licenses. Total cost is \$24,494.72.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

Government - Price Quotation

Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.
 11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Matthew Weiss
 State of Michigan- Central Procurement Services - Enterprise
 Sourcing
 MI USA

FROM: Stephen Dickerson
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: WeissM4@michigan.gov

EMAIL: Stephen.Dickerson@carahsoft.com

PHONE: (517) 256-9895

PHONE: (703) 673-3524

FAX: (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 18330592
QUOTE DATE: 03/20/2020
QUOTE EXPIRES: 03/27/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$24,494.72

TOTAL QUOTE: \$24,494.72

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0004	Service Cloud - Enterprise Edition Salesforce.com, Inc. Start Date: 04/01/2020 End Date: 03/31/2021		\$1,134.00 OM	7	\$7,938.00
2	205-0175	Government Cloud Premier+ Success Plan (EE) Salesforce.com, Inc. Start Date: 04/01/2020 End Date: 03/31/2021		\$6,350.48 OM	1	\$6,350.48
3	205-0026	Customer Community Plus - Enterprise Edition - Logins Salesforce.com, Inc. Start Date: 07/01/2020 End Date: 03/31/2021		\$34.02 OM	100	\$3,402.00
4	205-0004	Service Cloud - Enterprise Edition Salesforce.com, Inc. Start Date: 07/01/2020 End Date: 03/31/2021		\$850.53 OM	8	\$6,804.24
SUBTOTAL:						\$24,494.72

TOTAL PRICE: \$24,494.72

TOTAL QUOTE: \$24,494.72



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

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective 3/6/2020, the following amendment is hereby incorporated into the Contract to provide LEO's Office of Global Michigan with Salesforce implementation services through sub-contractor Publicis Sapient.

No additional funding is needed at this time; existing funds are adequate to support this change.

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



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Change Notice 8

Salesforce implementation – LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

STATE OF MICHIGAN

Change Notice 8
Salesforce implementation – LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

Schedule A: Project Scope

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined below shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions. "Solution" means the Salesforce implementation the State is acquiring under this Contract.

Term	Definition
Conga	Reporting Tool used in Sales Force
Drawloop	Sales Force Application
IAM	Identity and Access Management
PSP	Policies, Standards and Procedures
SUITE	State Unified Information Technology Environment
MILogin / MICAM	Michigan Identity, Credential, and Access Management

2. BACKGROUND

The refugee program provides services to about 5,000 clients annually and collects data from roughly 12 contracted providers, covering clients over several different service program areas (with 25 contractual agreements for services). All information is currently tracked using different Excel spreadsheets for each program, with data overlapping across programs for the same individuals. The new solution will increase efficiency and accuracy of the program data. The solution is critical in reducing the manual efforts of employees to free up time to work on other projects for the program's success.

- a. The current approach lacks accuracy, efficiency, consolidation, and requires extensive manual effort. It also does not allow for programmatic oversight. There are approximately 20-30,000 individual clients when all programming and benefits are taken into account.
- b. The bureaus vision for the new Salesforce system includes:
 - A modern data management platform that can be electronically audited.
 - Reduction of the back-office paperwork by allowing the external service providers to submit data online.
 - The agency expects approximately 15 State of Michigan users and 100 community log on by providers each month.
- c. The purpose of this Statement of Work is to engage a qualified Salesforce implementor to perform appropriate scoping, analysis, design, and related activities resulting in a plan and cost to implement the Salesforce functionality for the Refugee Services Division.

3. PURPOSE

The Salesforce certified implementor (Contractor) will build a data management solution on the Salesforce.com platform to support data management and consolidation. The system will be used by internal staff and external contracted partners.

In Scope

The Scope of this Statement of Work is to Design, Build, Deploy, and Deliver a complete data management system for the State of Michigan's Refugee Services business area. Including, but not limited to:

- Provider Data Entry, Data merging, and Storage – Contracted service providers and local office field staff with MDHHS will record client information (demographic, services utilized). Providers outside of Refugee Services should have access only to their programs, and their clients. One record should exist within the solution for each individual client, so that all information entered by multiple users and for multiple programs merges to create a single record about an individual. Data should be stored.
- DHHS/Data Warehouse Integration – the solution should incorporate public benefit information from MDHHS' Data Warehouse. This information about individuals should create a new record for individuals not already recorded in the system or should incorporate this information into the record for existing individuals.
- Monthly data match – the solution should match with MDHHS records for identified/queried individuals monthly to pull in new MDHHS individuals and match to records with individuals newly entered outside of MDHHS' system.
- Program area use – Refugee Services staff should have access to enter, manipulate, review, and run reports on all records in the system.
- Federal Reports – the solution will complete the necessary information required for Federal government reports (refer to Appendix __ for a listing of Federal Reports)
- Ad Hoc Reports – Refugee Services staff should be able to run and query ad hoc reports as new, specific information is needed or requested.
- Migration of all existing excel data into the system.

The scope of this work consists of two related activities – “Sprint 0” followed by an optional build phase.

The Contractor will conduct a “Sprint 0” to perform discovery, requirements validation, solution design, environmental architecture and determine the software licensing required to build a Refugee Data Management solution on the Salesforce.com platform. The details of the Sprint 0 activities and required deliverables are described in this Statement of Work.

Concurrent with the completion of the Sprint 0 activities, Contractor will provide a proposed workplan which will include the solution design developed during Sprint 0, together with a schedule and approach to build and implement the solution. At that checkpoint, the State of Michigan may decide to engage Contractor to conduct the build phase of the project.

The system will be used by Refugee Services staff, and contracted providers. No public access will be implemented.

The proposed solution will be deployed in the Salesforce government cloud and will use the Salesforce Lightning UI interface and the below Salesforce Products:

- Service Cloud - 15 users
 - Global Michigan Users – 5 Users
 - DHHS Users – 10 Users
- Customer Community Cloud Plus – 100 estimated monthly logins

- Gov Cloud

Other Scope Details:

- Conga or Drawloop for Document Generation
- MiLogin – Manual provisioning for internal and external users.
- Data migration of existing spreadsheet data. Extent to be determined during Sprint 0.
- MDHHS/Data Warehouse Integration-Interface
- Data Warehouse interface for uploading
- Encryption for data at rest

Please refer to the following attachments for more information:

- Schedule A – Table 1: Business Specification Worksheet
- LPI Workbook Findings for Office of Global Michigan
- Federal Reports Templates

Out of Scope

The following is considered out of scope:

- Procurement of Hardware
- Clean-up of migrated data

4. PROJECT APPROACH

Contractor will deliver this solution through the Agile Scrum approach. The Contractor is expected to provide the following project document deliverables:

- Project Management Plan
- Project Schedule and Milestones
- Execution and Status Reporting (including Action Items, Issues, Risks, and Decisions)
- Application Lifecycle Management tool and its elements and processes

Sprint 0 Activities

Discovery and Analysis – Required to be conducted on-site

- Project startup and kick-off
- Meetings and work sessions
- Business process mapping and review
- Requirements development, clarification, prioritization, and traceability
- Review Org Accelerator Findings
- User story development, estimation, and prioritization

Solution Design

The solution will be introduced and reviewed during a design presentation. At a minimum the Solution Design Deliverable will include the following:

- Functional design
- Functional architecture
- Process flows, data flows, entity relationship diagrams
- Concept drawing and functional map
- List of key features and components
- Object models
- Technical architecture
- Interfaces and integration architecture
- Document Management approach
- User Roles and Security Profile Matrix

- Product road map and/or release plan
- Finalize Salesforce environment and licensing model
- Finalize third-party software and licensing model

Contractor will also provide a high level functional architecture diagram such as a process flow, a concept drawing or a functional map, including:

1. an Entity Relationship Diagram;
2. a functional summary of key requirements;
3. integration maps;
4. discussions on data migration, and;
5. training that help translate blocks of requirements into a solution;
6. SUITE function design documents, including SEM-0501

The Solution Design will also encompass functional specifications, or wireframes, that show a graphical representation of the user experience for custom pages.

Build and Implementation Phase

Contractor will provide the following project activities, documents, artifacts, and deliverables related to the build and implementation activities:

- Release plan and roadmap
- Product backlog creation and management
- Sprint or functional test approach, including regression testing
- User Acceptance Testing approach and defect remediation (min. 4 weeks)
- Training Plans and Materials for end users and administrators
- Configuration Management and Maintenance Plans Including Back-up and Recovery
- Go-live planning and execution
- Post Go-live Support (min. 2 weeks)
- Warranty (min. 90 days after completion of Post Go-live Support)

The Contractor will provide at least two weeks of post go-live support. During the post go-live period, the Contractor will assist in identifying any bugs/defects that may have been missed prior to Go-Live. Then contractor will help determine the severity and impact of any items that affect the custom application. The Post-Go-live Support phase will be extended until all defects are corrected, at which time Final Acceptance will be made.

At the completion of the Post Go-live period, the Contractor will provide all project artifacts and assist the State to transition, if needed, to the State's preferred configuration management tool.

After the Final Acceptance is made, the Contractor warrants that the deliverables, for 90 days after Final Acceptance, shall perform and operate in compliance with the approved requirements and designs. During the warranty period, any defects that arise will be corrected at no cost to the State. The Warranty period will continue until all the defects identified during the first 90 days are corrected. Any time lost due to system inoperability will be added to the length of the warranty period.

5. DELIVERABLES

The Deliverables for the Sprint 0 phase will include the following:

- Project planning and kick off
- Schedules & Agendas for Requirements Workshops

- Completed Workshops
- Discovery and analysis (see 4.a above), and related artifacts
- Solution Design (see 4.a above), related artifacts and solution presentation
- Workplan to develop and implement the agreed upon scope and functional design. Includes:
 - Scope
 - Schedule
 - SUITE documents
 - Payment plan based upon delivered value

A go/no-go decision will follow within 5 business days.

The Deliverables for the Build Phase will include the following

- Initiation and Planning
 - Kick off Meeting
 - Updated project schedule
 - Project management plan
 - Test Plan
 - Development plan
- Updated product backlog
- Delivery of product increment (progress payments)
- Completely developed system
- eMich/ADA Compliance
- Michigan Security Assessment Process
- Comprehensive UAT
- Data Conversion
- Deployment
- Training
- Post go-live support
- 90-day warranty

6. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide a solution that conform to State IT policies and standards. All services and products provided as a result of this solution must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Contractor's compliance with the State's policies and procedures shall be limited to such policies and procedures in effect as of the effective date of the SOW. Any subsequent changes to such policies and procedures will not apply to Contractor unless mutually agreed upon.

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Look and Feel Standard

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

Mobile Responsiveness

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

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require the Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. However, Contractor will follow the State's reasonable instructions with respect to such compliance during the performance of the services and will not be held responsible for any non-compliance determined as standard Salesforce functionality. The state agrees to work directly with Salesforce for any non-compliance in their platform.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

7. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Service Cloud	Full	15	5
Customer Community Cloud Plus	Restricted Access	100	Unknown

Please note, the State is responsible for the performance of its own network.

8. ACCESS CONTROL AND AUDIT

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy

(http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

1. MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - a. An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.
2. MILogin Identity Federation
 - a. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
3. MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
 - a. Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
4. MILogin Identity Proofing Services (based on system data classification requirements)

- a. A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

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

9. DATA RETENTION

Contractor will meet the data retention requirements detailed in the Data Retention Policy in **Schedule E: Data Retention**.

10. SECURITY

On-Premise

Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor personnel comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

11. END USER OPERATING ENVIRONMENT

The SOM environment is X86 VMware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.

The software runs under commonly used web browsers. However, Contractor will be limited to what is supported by Salesforce. Currently, Salesforce supports the latest version of Firefox and Chrome as recommended here: https://help.salesforce.com/articleView?id=getstart_browsers_sfx.htm&type=5.

Contractor must support the current and future State standard environment at no additional cost to the State.

12. SOFTWARE

Any software will be purchased through a separate agreement and is not included in the pricing. This includes the Salesforce.com licenses and any additional third-party tools identified in Phase 0. Contractor will give the State at least 45 days of notice before any licenses are required in order to give the State adequate time to procure them.

13. INTEGRATION

Solution will integrate with the below items.

- 1) DHHS/Data Warehouse Integration –

Contractor will build a custom point-to-point integration to the data warehouse to identify new records that should be evaluated or retrieved from the MDHHS Data Warehouse.

The solution will incorporate public benefit information from MDHHS' Data Warehouse. This information about individuals should create a new record for individuals not already recorded in the system or should incorporate this information into the record for existing individuals.

- 2) Outlook for email

Contractor will leverage the standard Outlook connector for email integration.

Contractor has included 146 hours to support the Outlook and Data Warehouse interfaces. There is also additional time that is included in workshops and deployment to address these same interfaces.

14. MIGRATION

Contractor is responsible for data migration of existing excel data into the solution. Contractor will also be responsible for migrating the solution to salesforce.com.

Data Cleansing and Transformation

Contractor will provide the State with templates for each type of data that is to be migrated. The State will perform all cleansing and de-duping of data.

Importing into Sandbox

Contractor will use the completed templates to perform a test import containing a sample of records from each object into a Salesforce sandbox (test environment). It will document the results of the test and work with the State to resolve any issues that are identified during the test upload. Once all of the errors are corrected, Contractor will load all of the records, share the success and error files with the State, and invite the State to validate the data in the test environment.

Validation

Contractor will validate all deliverables before asking the State to test.

If any issue or errors are identified, the Contractor's team will develop a resolution plan and ensure that the Data Migration Plan is updated to incorporate the process changes that will be required to ensure a successful Production Data Migration.

Importing into Production

Immediately prior to going live, the State will run a second extraction of legacy system data, re-populate the templates and perform any necessary transformations. Contractor's team will load the data in the Production environment and request that the State spot check the results. Please note, the import will be from source data and must not be from lower Salesforce.com (or other system) environments.

15. TESTING SERVICES AND ACCEPTANCE

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

1. Pre-Delivery Testing.

1.1 Testing By Contractor. Before delivering and installing the Software, Contractor must:

(a) test the Software to confirm that it is fully operable, meets all applicable Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

(b) scan the Software using industry standard scanning software and definitions to confirm it is free of Harmful Code; and

(c) remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software.

1.2 Test Data and Estimates. Unless otherwise specified in the Statement of Work, Contractor shall provide to the State all test data and testing scripts used by Contractor for its pre-delivery testing ("**Test**

Data”), together with the results Contractor expects to be achieved by processing the Test Data using the Software (“**Test Estimates**,” and together with Test Data, “**Contractor’s Test Package**”).

2. Acceptance Testing (Milestone 5).

2.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of the Software, Acceptance Tests will be conducted as set forth in this **Section 2** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation. The State may, but is not obligated, to perform its own pretest on the Software utilizing Contractor’s Test Package. If the State does perform a pretest, and Contractor’s Test Package does not successfully pass the Test Data or Test Estimate scripts as described by Contractor, the State, at its discretion, is not obligated to move into the formal Acceptance Tests set forth in this Section. The State may elect to send Contractor’s Test Package back to Contractor to correct any problems encountered with the Test Data or Test Estimates.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work, commence on the Business Day following installation of the Software and be conducted diligently for up to twenty (20) Business Days, or such other period as may be set forth in the Statement of Work (the “**Testing Period**”). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

- (i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
- (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

Contractor is solely responsible for all costs and expenses related to Contractor’s performance of, participation in, and observation of Acceptance Testing.

(c) Upon delivery and installation of any API, Configuration or Customization to the Software under the Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 2.1**, **Section 2.3**, and **Section 2.4**.

(d) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

2.2 Notices of Completion, Non-Conformities, and Acceptance. Within five (5) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 2.3** and **Section 2.4**.

(b) If such notice is provided by the State, is signed by the State's Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 2.3** and **Section 2.4**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

2.3 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within twenty (20) Business Days following, as applicable, Contractor's:

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Section 2.1(a)** or **Section 2.2(c)(i)**, identifying any Non-Conformities.

2.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 2**;

(b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause.

2.5 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under **Section 2.2(b)**, or **Section 2.2(c)(ii)**.

3. Acceptance Testing (Build Phase - Sprint).

3.1 All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work, commence on the Business Day following installation of the Software

and be conducted diligently for up to five (5) Business Days, or such other period as may be set forth in the Statement of Work (the "Testing Period"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

(a) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(b) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

(c) At the end of each sprint following the five (5) day Testing Period, each requirement will be accepted formally by the state or moved to the next sprint for completion or added to backlog. On the fifth business day following the end of the Testing Period any requirement that has not been accepted, moved to the next sprint or added to the backlog shall be deemed accepted.

16. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency. The Contractor must provide available training options and include details such as: typical class size, materials to be provided, class duration, on-site or web based. The Contractor must provide a training plan for go-live support and transition to self-support, including options and details such as the number of dedicated personnel, staff location, hours available and duration of go-live support.

The State will provide all meeting support, and logistics, for classroom training sessions, including but not limited to class schedules, meeting rooms, material reproduction, flipcharts, student PC's, and overhead projectors. The State will be responsible for student attendance.

17. HOSTING

The solution will be deployed in the Salesforce government cloud and will use the Salesforce Lightning UI interface.

18. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software. Project materials will be delivered in electronic format and will be developed in U.S. English.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

The State may record any material it deems necessary for the successful implementation and use of this solution including, but not limited to, notes, ticket tracking material, training sessions, meetings, etc. unless expressly prohibited by law.

19. TRANSITION SERVICES

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the

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

20. PRODUCTS AND SERVICES

As part of Sprint 0, Contractor will work with the State to define additional third-party solutions necessary to fill any gaps in the Salesforce.com solution such as Conga vs. Drawloop for document generation requirements or middleware tools for integration efforts. It will be the State's responsibility to procure the third-party tools separately from the Contract.

21. CONTRACTOR KEY PERSONNEL

Technical Lead. The Technical Lead will serve as the primary contact appointed to oversee analysis, design, development, and implementation according to Agile Methodology.

Contractor
Name Janet Gamber
Address
Phone
Email janet.gamber@publicissapient.com

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

Contractor
Name Sean Pyatt
Address
Phone
Email sean.pyatt@publicissapient.com

Salesforce Architect. The Salesforce Architect will serve as the primary contact appointed to oversee the Salesforce implementation.

Contractor
Name Kumar Nitish
Address
Phone
Email Kumar.Nitish@publicissapient.com

Lead Business Analyst. The Lead Business Analyst will serve as the primary contact appointed to define and document business requirements and implement policies.

Contractor
Name Courtney Vais
Address
Phone
Email courtney.vais@publicissapient.com

Please Note: Erica Wentworth, who worked for the Contractor on the Colorado and Arizona Department of Human Services' Refugee Services Programs, will be consulted and the documentation and artifacts from the project leveraged for this solution.

22. CONTRACTOR PERSONNEL REQUIREMENTS

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Any required background checks, fingerprinting, or other personnel screening/onboarding processes can be done remotely.

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

23. STATE RESOURCES/RESPONSIBILITIES

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

- LEO Global Michigan Business Owner: Karen Phillipi,
- LEO Global Michigan Business Product Owner: Ben Cabanaw
- LEO Global Michigan Business Subject Matter Expert: Nicole Adams
- DTMB Business Relationship Manager: Brian Pillar
- DTMB Section Manager: Ben Lewis
- DTMB Project Manager: Steve Heath
- DTMB Solution Architect: TBD
- DTMB Business Analyst: TBD
- DTMB Salesforce Consultant: Vatsala Aralukatte, Salesforce Program Architect

24. MEETINGS

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

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

The following will be captured through electronic record:

- **Requirements Gap Analysis:** At the conclusion of the analysis phase when all requirements have been defined, Contractor will perform a Gap Analysis to ensure the project is on track for schedule, scope and budget. Any deviations are reviewed and discussed with the State at this early stage in the project.
- **Recurring Stand-ups:** These short, frequent project team meetings with State representatives and the Contractor's team are designed to cover what progress has been made, key short term goals and what is needed from the State. The frequency of the standups is dependent on a number of factors, including the complexity of the work, risks and schedules.
- **Weekly Status Reports:** Status reports share the project accomplishments for the week with deliverable level status, action items and key upcoming goals.

- **Project Steering Committee Meetings:** These meetings, either pre-scheduled or ad-hoc, will bring the Contractor and State leadership together to discuss progress at an executive level and make changes or set direction as required.

25. PROJECT REPORTS

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

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

26. MILESTONES AND DELIVERABLES

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Milestone 1	Sprint 0 Planning, Requirements, and Discovery	Contract Execution + 2 weeks
Milestone 2	Analysis and Solution Design Approved	Contract Execution + 5 weeks
Milestone 3	Build Phase SOW & Go/No-Go Decision	Contract Execution + 6 weeks
Milestone 4	Construction and Build (based upon delivered value)	Contract Execution + 11 weeks
Milestone 5	Full System User Acceptance Testing Complete	Contract Execution + 15 weeks
Milestone 6	Training Completed	Contract Execution + 16 weeks
Milestone 7	Deploy to Production (Go-Live)	Contract Execution + 17 weeks
Milestone 8	Two Weeks Post Go-Live Support	Contract Execution + 19 weeks
Milestone 9	90 Day Warranty	Contract Execution + 31 weeks

After award, Contractor must provide a Work Breakdown Structure (WBS) within 1 week that corresponds with the milestone dates set forth above. The WBS must be detailed enough to identify all State and Contractor responsibilities.

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

The State will contribute to, and review, deliverables within five business days of receipt. When presented with a requirement for business input, the State will provide/make an answer/decision within three business days. Exceptions will be mutually discussion for complex requirements. No State holidays will be considered business days.

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

SUITE Documentation

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

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

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

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

27. PRICING

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

Travel and Expenses

The State does not pay for travel expenses including hotel, mileage, meals, parking etc.

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.

Location of Work

Work performed in the execution of this contract should occur at State facilities or Contractor offices located within the continental borders of the United States; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

28. ADDITIONAL INFORMATION

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

STATE OF MICHIGAN

Salesforce Implementation - LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

Schedule A – Table 1: BUSINESS SPECIFICATION WORKSHEET

The Business Specifications Worksheet contains columns and is defined as follows:

Column A: Business Specification number.

Column B: Business Specification description.

Column C:

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

NOTE: Configuration is referred to as a change to the Solution that must be completed by the awarded Contractor prior to Go-Live but allows an IT or non-IT end user to maintain or modify thereafter (i.e. no source code or structural data model changes occurring).

Customization is referred to a modification to the Solution's underlying source code, which can be completed as part of the initial implementation. All configuration changes or customization modifications made during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the awarded Contractor without additional costs.

Column D: This column is for the Contractor to explain the impacted risk that may be caused if configured or customized is needed to meet the Business Specification. This column is also used to describe any value added items provided to the State at no additional cost beyond the pricing outlined in the Contract under **Schedule C: Pricing**.

Note: All requirements in this SOW, and in User Stories (to be developed after this SOW's execution), are intended to represent the minimum acceptable level of functionality. If ambiguity arises, there is more than one implementation option or a difference of interpretation between the parties about any requirement, the State and Contractor will follow the following escalation path for resolution. The escalation path will start with the State's Project Manager or project lead contacting the Contractor's Engagement Manager. If the Project Manager and the Engagement Manager cannot resolve the issue it will be further escalated to the Contractor's senior management and the State's Contract Administrator within Central Procurement.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
	General Requirement	X	X	X	X	X	
GEN 10	The System will utilize updatable email templates.		X				
GEN 20	The System will provide the ability to upload attachments. Ex: PDF, Excel, Word	X					
GEN 30	The System will provide the ability to enter comments throughout the application.	X					
GEN 40	The System will track the history of all events. EX: status changes, emails sent, correspondence sent etc.	X					
GEN 50	The System will provide the ability to manage contact information, including primary, secondary etc. Provider information, etc	X					
GEN 60	The System will utilize e-signatures, with the ability to sign manually when needed. Ex: local unit contracts		X				Salesforce provides an ecosystem of partners who can provide electronic signature capabilities for any documents. The licensing depends on the number of users and the number of documents to be signed annually. The State may use its enterprise wide E-signature contract with Onespan instead of DocuSign at no additional cost
GEN 70	The System will provide the ability to set up reminders (ticklers).		X				
GEN 80	The System will include help text throughout the application.	X					
GEN 90	The System will utilize dashboards within the application. Dashboards can show the status of the application, plan, budget, contract, etc.		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
GEN 100	The System will provide the ability to save work in progress and continuing at a later date/time.	X					
GEN 110	The System will provide a Web Portal for providers and other user access. Other users would be internal SOM agencies.		X				
GEN 120	The System will provide interface/online access to several supporting agencies and Systems.		X				
GEN 130	The System will provide an online application for URM candidates.		X				
	Application						
APP 10	The System will provide the ability to receive and process URM applications from a Refugee Services Provider. Web portal.		X				
APP 20	The System will require mandatory documents be attached with new application.		X				
APP 30	The System will notify the URM analyst of new application received via the dashboard.		X				
APP 40	After the application is submitted, the System will send the application to the URM analyst for review.		X				
APP 50	If the application has errors, the System will provide the ability to return the application to the Provider for updates.		X				
APP 60	The System will provide the ability to perform a cost analysis for medical request. The Office of Global Michigan analyst reviews/analyzes the System cost against predetermined guidelines of category expenses.			X			

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
APP 70	The System will provide the ability to review a log for each URM applicant.		X				
APP 70.1	The System will interface with Bridges to verify a Medicaid record exists for applicant.			X			
APP 70.2	The System will provide a record for all clients in each Provider.		X				
APP 90	When an application is rejected, the System will require a reason for the rejection.		X				
APP 100	When a medical cost analysis is rejected, the System will require a reason for the rejection.		X				
APP 110	When an application is ready, URM analyst can optionally forward to the Office of Global Michigan manager for review with attached comments.		X				
APP 120	The System will track each year's new cases applications and budget cost separately. Ex: Documents submitted each year		X				
APP 120.1	The System will track each year's medical exception for refugee applications and budget cost separately.		X				
APP 120.2	The System will track each year's medical request for youth with SIJ applications and budget cost separately.		X				
APP 130	"The System will highlight appropriate fields when the application is for a new program on an existing client/individual. e.g. St Vincent client, Joe Jones, applied for a job. NOTE: Need to determine how long the highlighted fields would exist and whether a dashboard and/or email notification to the URM analyst is also desired.			X			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
	Standards						
STA 10	The System will provide the ability to track the standards that each plan must comply. Federal, legislative, state, agency standards. i.e. for Grants, Budgets, URM applications, Cost appropriations, etc.		X				
	Work Flow						
WF 10	<p>The System will utilize an electronic workflow.</p> <p>Workflows proposed include:</p> <p style="padding-left: 40px;">Budget flow - Office of Global Michigan analyst, Provider and Manager</p> <p style="padding-left: 40px;">Information/Services flow - Office of Global Michigan analyst and Manager</p> <p style="padding-left: 40px;">Bill flow - Office of Global Michigan analyst and Provider and Manager</p>		X				
WF 20	The System will provide the ability to track the statuses used throughout the Grant budget, information/services and bill process.		X				
WF 30	The System will track all approvals needed for each workflow.		X				
WF 40	The System will not allow Providers to modify the budget after it has been approved, except for mid-year additional budget allocations.			X			
WF 40.1	When an additional budget allocation is provided, the budget approval process will be initiated with all the required approval flows initiated.		X				

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
WF 50	<p>The System will provide the ability to update the status of the budget.</p> <p>Budget or Bill status: (example...):</p> <p>1st submittal</p> <p>2nd submittal</p> <p>3rd submittal</p> <p>Reject Bill and Cost Analysis reason</p> <p>Approve Bill</p> <p>Reject Budget and Cost Analysis reason</p> <p>Approve Budget</p>		X				
WF 60	<p>When the monthly/quarterly budget is received, the System will assign the report to the appropriate Office of Global Michigan analyst or administrative person. A proxy designate can be noted when personnel is unavailable.</p>		X				
Grants							
GRA 10	<p>The System will provide the ability to create and track contract budget(s).</p>		X				
GRA 20	<p>When a grant is created, the System will prepopulate the grant contract(s).</p>		X				

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification. 2) Note any value added items which will be offered to the State in this area at no additional cost.
GRA 30	The System will track when each quarterly Federal report(s) are due. Ex: 15th of Jan, Apr, Jul, Oct		X				
GRA 50	Office of Global Michigan analyst will enter the SIGMA billing information into the system.		X				
GRA 70	The System will send an email to the providers, reminding them to finalize reporting data by specified date. Example: Reminders will be sent 30, 15, 1 day(s) before the data is due.		X				
GRA 110	The Office of Global Michigan analyst will enter Federal Allocation and Provider distributions into the Office of Global Michigan system.		X				
GRA 120	The System will update proposed Federal Allocation of Grant money based on aggregated data and performance outcomes at the Provider level.			X			
GRA 130	The Office of Global Michigan analyst will have ability to update/modify proposed Federal Allocation of Grant money. Office of Global Michigan analyst updates Federal grant funds by provider.		X				
GRA 140	The System will generate a Provider grant allocated budget (draft). Provider Grant funds allocated to Provider; the contract/budgets can be printed and share with required agency(s)		X				
GRA 160	The System will provide ability for Providers to input budget for Grant allocated funds. Provider provides budget for allocated funds.		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
GRA 170	<p>Office of Global Michigan Analyst will update Provider Budget Approval Status to indicate the corrections required in comment box and Provider Budget Approval Date.</p> <p>Suggestion Provider Budget Approval Status values =</p> <p style="text-align: center;">Corrections Needed</p> <p style="text-align: center;">Approved</p> <p style="text-align: center;">Signed</p> <p>Suggestion: System provide a Provider Budget Approval Date indicating the date of action taken</p>		X				
GRA 180	<p>The System will notify Provider via email when budget funds needs corrections.</p>		X				
GRA 190	<p>When approved, the Office of Global Michigan Analyst will update Budget Approval Status (for Provider) and Budget Approval Date (for Provider).</p> <p>Suggestion Budget Approval Status (for Provider) values =</p> <p style="text-align: center;">Corrections Needed</p> <p style="text-align: center;">Approved</p> <p style="text-align: center;">Signed</p> <p>Suggestion: System provide a Budget Approval Date (for Provider) indicating the date of action taken</p>		X				

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
GRA 200	The System will notify Provider via email when budget funds have been approved.		X				
GRA 230	Provider will submit bill to Office of Global Michigan for approval by Office of Global Michigan analyst.		X				
GRA 240	The System will update Office of Global Michigan analyst dashboard when Provider Bill has been submitted.		X				
GRA 250	The System will provide the ability to perform a cost analysis review. The Office of Global Michigan analyst reviews/analyzes the system cost and appropriate allocations per category.		X				
GRA 260	Depending on the type of bill presented, when the Bill requires corrections, the System will send an email to appropriate user at the Provider indicating the error(s) encountered.		X				
GRA 270	<p>Office of Global Michigan Analyst will update Bill Approval Status to indicate the corrections required in comment box and Bill Approval Date.</p> <p>Suggestion Provider Bill Approval Status values =</p> <p style="padding-left: 40px;">Corrections Needed</p> <p style="padding-left: 40px;">Approved by Office of Global Michigan Analyst</p> <p style="padding-left: 40px;">Approved by Office of Global Michigan Management</p> <p style="padding-left: 40px;">Denied by Office of Global Michigan Management</p>		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
	Suggestion: System provide a Bill Approval Date indicating the date of action taken						
GRA 280	<p>Approved Provider Bill will be sent via workflow to Office of Global Michigan Manager and appear on his/her dashboard.</p> <p>Suggestion Provider Bill Approval Status values =</p> <ul style="list-style-type: none"> Corrections Needed Approved by Office of Global Michigan Analyst Approved by Office of Global Michigan Management Denied by Office of Global Michigan Management <p>Suggestion: System provide a Bill Approval Date indicating the date of action taken</p>		X				
GRA 290	<p>Office of Global Michigan Manager Approved Provider Bill will be sent via workflow back to Office of Global Michigan Analyst and appear on his/her dashboard.</p> <p>Suggestion Provider Bill Approval Status values =</p> <ul style="list-style-type: none"> Corrections Needed Approved by Office of Global Michigan Analyst Approved by Office of Global Michigan Management Denied by Office of Global Michigan Management 		X				

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification. 2) Note any value added items which will be offered to the State in this area at no additional cost.
	Suggestion: System provide a Bill Approval Date indicating the date of action taken						
GRA 300	When Office of Global Michigan Manager Approved Provider Bill, the Office of Global Michigan Analyst will notify Provider via automated email.		X				
GRA 310	Office of Global Michigan Manager Denies the Provider Bill, the bill will be sent via workflow back to Office of Global Michigan Analyst and appear on his/her dashboard with comments indicating corrections needed. Suggestion Provider Bill Approval Status values = Corrections Needed Approved by Office of Global Michigan Analyst Approved by Office of Global Michigan Management Denied by Office of Global Michigan Management Suggestion: System provide a Bill Approval Date indicating the date of action taken		X				
	Reports						
REP 10	The System will allow the creation of ad-hoc reports/queries by Office of Global Michigan.	X					

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
REP 20	The System will allow all reports to be exported to Excel.	X					
REP 30	The System will allow all reports to be printed.	X					
REP 40	The System will provide the ability to create and/or print the URM application.		X				
REP 50	The System will provide the ability to create and/or print the contract budget and/or bill.		X				Document generation can be provided from a third-party vendor like Nintex or Conga.
REP 60	The system will contain the Refugee Family Self Sufficiency Plan (RFSSP) for completion by providers and for review by Office of Global Michigan.		X				
REP 70	The RFSSP can be downloaded or printed.		X				Document generation can be provided from a third-party vendor like Nintex or Conga.
REP 90	The System will create the Federal Report, Annual Outcomes and Goal Plan.		X				These reports can be generated by the document generation solution.
REP 100	The System will create the Federal Report, ORR-5.		X				These reports can be generated by the document generation solution.

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification. 2) Note any value added items which will be offered to the State in this area at no additional cost.
REP 110	The System will create the Federal Report, Annual Service Plan.		X				These reports can be generated by the document generation solution.
REP 120	The System will create the Federal Report, ORR-6.		X				These reports can be generated by the document generation solution.
REP 130	The System will create the Internal Report, School Impact Summary.		X				These reports can be generated by the document generation solution.
REP 140	The System will create the Internal Report, Recipients by Program. This report is contingent on whether an interface with Bridges is established.		X				These reports can be generated by the document generation solution.
REP 150	The System will create the Internal Report, RCA Payment Summary.		X				These reports can be generated by the document generation solution.
REP 160	The System will create the Internal Report, Employment CDF Summary.		X				These reports can be generated by the document generation solution.
REP 170	The System will create the Internal Report, Arrival Summary.		X				These reports can be generated by the document generation solution.
REP 180	The System will create the Internal Report, URM Client Report.		X				These reports can be generated by the document generation solution.

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
REP 190	The System will create the Internal Report, CDF Fact Sheet (Employment + School + Arrival).		X				These reports can be generated by the document generation solution.
REP 200	The System will gather/aggregate data from Providers to generate Funding Allocation.		X				These reports can be generated by the document generation solution.
REP 210	The System will gather/aggregate services and input data to generate scheduled reports, as needed, on inputs and services.		X				
REP 220	The System will generate error reports on information and services.		X				
Web Portal							
WP 10	The System will provide a Web Portal, allowing Providers to submit an application, budget, upload documents, view the status of the applications, bills, budget etc. 'Ability to view and submit: application, budget.			X			
WP 20	The System will prepopulate the funding allocation information into the grant budget.		X				
WP 30	The Web Portal will not allow the submission of an budget, until all required fields have been filled in and error free.		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification. 2) Note any value added items which will be offered to the State in this area at no additional cost.
WP 40	The Web Portal will provide the ability to upload attachments.	X					
WP 50	When an application, budget or bill is returned, the System will allow the Provider to make modifications to specified data.		X				
WP 60	The System will provide the ability to resubmit a document after modifications have been made.		X				
WP 70	When data entered through the Web Portal has been modified, the system will indicate which sections/fields have been modified. Ex: Displaying the data in a different color, displaying the section in a different color.			X			
WP 80	All necessary fields needed for any reporting will be available for Web Portal data entry.		X				
	Security						
SEC 10	The System will use role based security. Ex: Office of Global Michigan analyst, Office of Global Michigan manager, Providers, SOM agency staff etc.	X					
SEC 20	The System will provide a unique login for each user.		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
SEC 30	Providers will need to register via the Web Portal for system access.		X				
SEC 40	Office of Global Michigan will be able to limit the number of licenses per Provider.		X				
SEC 50	System will provide a last used date for each Provider's users.	X					
SEC 60	Office of Global Michigan analyst will have the ability to rescind system access, as needed.	X					
	Data						
DATA 10	The System will migrate all existing excel data into the system. Ex: All data related to existing budget information, contact information, client information, data warehouse etc. Currently all data is kept on Excel spreadsheets.			X			
DATA 20	The System will follow the current retention policy. The current retention policy will be provided.		X				<p>Salesforce retains all data indefinitely unless a data archiving strategy is executed.</p> <p>OwnBackup is a third-party solution that provides a data archiving solution to remove data after a pre-determined period of time.</p>
DATA 30	The System will provide the ability to add, update or delete Provider Bill fields.		X				

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
DATA 40	The System will provide the ability to correct/add/update Provider budget items when non-compliance.		X				
DATA 70	The Office of Global Michigan analyst will have ability to update/modify Information/Services information fields on behalf of agency. Migrated data, budget and bill information.		X				
DATA 80	The System will provide one record for each individual/client within each Provider.		X				
DATA 90	The System will merge all program records at the individual/client level for all current benefits used within the Office of Global Michigan system. This will enable a snapshot view of the administered benefits which can be easily seen for each individual within the system.			X			
DATA 100	The System will provide edits on any data entry by internal users or Providers to minimize data entry errors and duplication. e.g. alien number, SSN, DOB		X				
DATA 110	Providers will have the option to upload an excel file with required data, populating existing database fields		X				Salesforce provides data loader for a single object using their native data loading tool. Alternatively, free and paid tools are available if multi-table uploads are required.
	Technical						
TECH 10	The system will create a mobile friendly application, that can be run efficiently on any device, including a desktop.			X			Salesforce provides a mobile application for internal users to be able to access any Salesforce data they need which requires not additional coding or development. Regarding the portal, it can be customized

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	<p>1) Explain any risks that may be caused if configuration or customization is needed to meet the business specification.</p> <p>2) Note any value added items which will be offered to the State in this area at no additional cost.</p>
							with a mobile-responsive design so it dynamically adapts to the desired screen format.
TECH 20	When the application is running, the system will size each screen appropriately, regardless of the device that the application is running on.			X			See response above.
TECH 60	The system will provide the ability to integrate with Refugee Services Providers.			X			
TECH 70	The system will provide the ability to integrate with BRIDGES.			X			
TECH 80	The system will provide the ability to integrate with the Data Warehouse.			X			

STATE OF MICHIGAN

Salesforce Implementation – LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

Schedule C: Pricing

1. Pricing includes all costs for the planning, design, and implementation.
2. The following is a fixed-price hourly-rate rate card for ancillary professional services (e.g. future enhancement configuration services) broken down by role (e.g. Solution design architect).

Role	Hourly (Remote)	Hourly (Onsite)
Technical Lead	\$209.68	\$295.70
Salesforce Architect	\$209.68	\$295.70
Lead Business Analyst	\$201.08	\$268.82
Salesforce Developer	\$201.08	\$268.82

3. The following is a fixed-price fees for ongoing training beyond the initial Implementation Services.

Role	Hourly (Remote)	Hourly (Onsite)
Training Resource	\$258.06	\$268.82

4. The payments to Contractor will be paid based on Deliverables and Milestones as illustrated in the table below:

Milestone Payment Schedule	Payment Amount
Milestone 1 --Sprint 0 Planning, Requirements, and Discovery	\$50,537.63
Milestone 2 - Analysis and Solution Design Approved	\$89,247.31
Milestone 3 – Build Phase SOW & Go/No-Go Decision	n/a
Milestone 4 – Construction and Build (based upon delivered value)	\$182,795.70
Milestone 5 – User Acceptance Testing Complete	\$54,838.71
Milestone 6 – Training Completed	\$25,268.82
Milestone 7 – Deploy to Production (Go-Live)	\$25,268.82
Milestone 8 – Two Weeks Post Go-Live Support	\$21,505.38
Milestone 9 – 90 Day Warranty	\$21,505.38
Total Cost	\$470,967.75

Upon receipt of the State of Michigan sign-off of a milestone for successful completion, Contractor will forward acknowledgement signature page to Carahsoft. Carahsoft will then invoice the State for completed milestone attaching the signature page to invoice.

Payment will be made on a deliverable's basis. 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.

STATE OF MICHIGAN

Salesforce Implementation - LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

Schedule D: Service Level Agreement

1) CONTRACTOR PERSONNEL

1.1 Contractor must:

(a) all personnel identified in **Section 21 Contractor Key Personnel** above, must dedicate their time to this project to complete all assigned tasks.

(b) upon the reasonable written request of the State, promptly replace any Personnel of Contractor.

(c) Contractor will not remove any Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Personnel's employment.

(d) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 1.1**, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"): For the Unauthorized Removal of any "**Specifically Required Personnel**" designated in the Statement of Work, the credit amount will be \$10,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Personnel who is leaving for a period of at least 30 calendar days before the Personnel's removal.

1.2 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

1.3 Payment Disputes the State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- a. timely renders all payments and amounts that are not in dispute;
- b. notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - a. the amount in dispute; and
 - b. the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- c. works with Contractor in good faith to resolve the dispute promptly; and
- d. promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 1.4** or any dispute arising therefrom.

1.4 Service Level Credits. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability Requirement or the Support Service Level Requirement, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

1.5 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

2) SERVICE LEVEL AGREEMENT

2.1 Milestone Service Level Requirements. Contractor will meet all milestones in accordance with the required times and other terms and conditions set forth in this **Section 1.1** ("**Milestone Service Level Requirements**"), and the Contract.

(a) Foreseen Missed Milestone. If Contractor identifies a milestone will be missed, Contractor will inform the Agency and DTMB Project Managers in writing within 5 business days before the missed milestone.

(b) Milestone Support Requests. The State will classify its Service Delinquency in accordance with the descriptions set forth in the chart below (each a "**Milestone Support Request**").

Support Request Classification	Description:
Critical Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by more than 20 business days
High Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by between 15 and 19 business days
Medium Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by between 10 and 14 business days
Low Service Delinquency	<ul style="list-style-type: none"> • A milestone is missed by between 5 and 9 business days

(c) Resolution Time Service Levels. Resolution times will be measured from the end of the initial milestone date to the Resolved date, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Delinquency, Contractor has completed the milestone and the State has confirmed such completion and its acceptance thereof.

Support Request Classification	Service Level Credits (For Failure to Meet any Milestone Within the Corresponding Required Resolution Time)
Critical Service Delinquency	Twenty-five percent (25%) of the fixed fee for the milestone payment.
High Service Delinquency	Ten percent (10%) of the fixed fee for the milestone payment.
Medium Service Delinquency	Five percent (5%) of the fixed fee for the milestone payment.
Low Service Delinquency	Three percent (3%) of the fixed fee for the milestone payment.

(d) **Scope Changes.** Any changes to the scope of work as defined in Schedule A by the State will result in a change order with additional cost and/or timeline impacts. All Service Level Agreements for the Milestones are considered void and must be re-established when/if a new project schedule is established.

(e) **Delays.** If the State does not complete any task in the required time as defined in the Project Plan, Timeline and Milestones Section of this contract, all Service Level Agreements for the Milestones are considered void and must be re-established when an updated project schedule is created and agreed upon. If Customer delays result in a timeline extension, a change order will be required to document the change in timeline and may result in additional cost. This section is void is if State delay is caused by Contractor.

(f) **Testing, Acceptance and Credits.** User Acceptance Testing (UAT) of all functionality for the Software and any other required modules will be tested by the State in a timely manner as per the acceptance criteria set forth in this Change Notice. User acceptance testing will adhere to the agreed upon published project schedule. Testing delays caused solely by the Contractor shall result in service credits for the State, as outlined in **Section 1.1 (c)**. Further, testing delays directly attributed to the Contractor failing to meet the published standard of promptness for defect resolution necessary for continued user acceptance testing shall result in service credits for the State, as outlined in **Section 1.1 (c)**.

(g) The State and the Contractor with mutual agreement can extend the timeline as needed. SLAs will be modified to reflect these extensions.

2.2 Service Level Credits. Failure to achieve any of the Milestones will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 1.1(c)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

2.3 Corrective Action Plan. If two or more High Service Delinquencies occur in any thirty (30) day period unless as a result of delays caused by the State, the Contractor will promptly investigate the root causes of these Service Delinquencies and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no

additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein unless delays are caused by the State.

STATE OF MICHIGAN

Salesforce Implementation – LEO (Office of Global Michigan) – REFUGEE SERVICES DMS

Schedule E: Data Retention

Item #	Series Title	Series Description	Retention Period
00000 -	Introduction	The Michigan Office for New Americans helps grow Michigan's economy by attracting global talent to the state, and by promoting the skills, energy, and entrepreneurial spirit of immigrant communities.	
37490 -	Unaccompanied Minor Case Files	These records document unaccompanied minors brought into this country by various religious organizations. They may include, but may not be limited to, copies of social security cards, requests for nonscheduled payments and Extensions of Services, Case Status Notices, Refugee Unaccompanied Minor Placement Reports, updated youth quarterly service plans with case narratives, court petitions and orders, Child Status Notices, Child's Face Sheet, Treatment plan/Court Reports, and Closing Service Plans.	RETAIN UNTIL: Client on case reaches the age of 28 THEN: Destroy
37494 -	Contractor Billing Records	These records document the payment and monitoring of contractors. They may include, but may not be limited to, cover sheets, authorization letters to pay bills, payments of expenditures, summaries of expenditures (spreadsheets used to monitor on going expenditures), and line item budget expenditures (contractor's monthly charges).	RETAIN UNTIL: Date created PLUS: 7 years THEN: Destroy
37495 -	Refugee Services Final Report (ORR-5) Data	These records documents public assistance that is provided to clients of the Refugee Services Programs. They may include, but may not be limited to, client-level data, program participation data, program outcome data, public assistance data, and final reports (ORR-5) of all services and programs provided to individual clients. The final report is submitted to the U.S. Department of Health and Human Services, Office of Refugee Resettlement (ORR).	RETAIN UNTIL: Merged report is created PLUS: 10 years THEN: Destroy



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

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

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

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective 1/22/2020, the following amendment is hereby incorporated into the Contract for Salesforce licenses from 1/18/2020 to 1/17/2021.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

Government - Price Quotation

Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.
 11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Judy Odett
 BUSINESS RELATIONSHIP MANAGER FOR MDHHS
 Michigan Department of Technology, Management and
 Budget
 235 S Grand Ave
 7285 Parson Drive
 Lansing, MI 48909 United States
EMAIL: OdettJ@michigan.gov
PHONE: (517) 241-5187

FROM: Dianne Spiva
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190
EMAIL: Dianne.Spiva@carahsoft.com
PHONE: (703) 673-3537 **FAX:** (703) 871-8505

TERMS: MiDeal Salesforce Contract No. 071B6600108
 Expiration: July 21, 2026
 FTIN: 52-2189693
 Shipping point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as above
 Payment Terms: Net 45 (On approved credit)
 Sales Tax May Apply

QUOTE NO: 17453049
QUOTE DATE: 11/04/2019
QUOTE EXPIRES: 01/15/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$3,549,197.57

TOTAL QUOTE: \$3,549,197.57

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
MI DHHS					
1	205-0005	Lightning Service Cloud Unlimited Edition Start Date: 01/18/2020 End Date: 01/17/2021	\$2,580.65 OM	50	\$129,032.50
2	205-0024	Customer Community - Unlimited Edition - Logins Salesforce.com, Inc. Start Date: 01/18/2020 End Date: 01/17/2021	\$0.6978 OM	758191	\$529,065.68
3	205-0025	Customer Community Plus Members Start Date: 01/18/2020 End Date: 01/17/2021	\$18.80 OM	5001	\$94,018.80
4	205-0126	Additional 10 Objects for Customer Community Logins 20% net price / \$100 Additional 10 Objects: % of NET for Partner Community (Member), Partner Community (Login), Customer Community (Member), Customer Community (Login). Additional 10 Objects for Cust Start Date: 01/18/2020 End Date: 01/17/2021	\$105,814.15 OM	3	\$317,442.45
5	205-0127	Additional 10 Objects for Customer Community Member 20% net price / \$100 Additional 10 Objects: % of NET for Partner Community (Member), Partner Community (Login), Customer Community (Member), Customer Community (Login). Additional 10 Objects for Cust Start Date: 01/18/2020 End Date: 01/17/2021	\$18,790.85 OM	3	\$56,372.55
6	205-0154	Sandbox (Partial Copy) Salesforce.com, Inc. Start Date: 01/18/2020 End Date: 01/17/2021	\$170,684.13 OM	1	\$170,684.13
7	205-0176	Government Cloud Premier+ Success Plan (UE) Salesforce.com, Inc. Start Date: 01/18/2020 End Date: 01/17/2021	\$97,120.04 OM	1	\$97,120.04
8	205-0116	Salesforce Shield Salesforce.com, Inc. Start Date: 01/18/2020 End Date: 01/17/2021	\$413,746.28 OM	1	\$413,746.28



Government - Price Quotation

Salesforce.com Government at Carahsoft



Carahsoft Technology Corp.
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
9	205-0088	Public Communities Page Views (1 million/month) Start Date: 01/18/2020 End Date: 01/17/2021	\$0.00 OM	5	\$0.00
10	205-0143	Lightning Platform Plus Start Date: 01/18/2020 End Date: 01/17/2021	\$645.16 OM	600	\$387,096.00
11	205-0142	Lightning Platform Starter Start Date: 01/18/2020 End Date: 01/17/2021	\$120.00 OM	2000	\$240,000.00
12	205-LC	Lightning Console Start Date: 01/18/2020 End Date: 01/17/2021	\$145.16 SLG	200	\$29,032.00
MI DHHS SUBTOTAL:					\$2,463,610.43
MI DHHS ORG 2					
13	205-412	Lightning Platform (Administrator) Start Date: 01/18/2020 End Date: 01/17/2021	\$522.24 OM	36	\$18,800.64
14	205-0142	Lightning Platform Starter Salesforce.com, Inc. - 205-0142 Start Date: 01/18/2020 End Date: 01/17/2021	\$120.00 OM	2600	\$312,000.00
15	205-0116	Salesforce Shield Salesforce.com, Inc. Start Date: 01/18/2020 End Date: 01/17/2021	\$99,179.88 OM	1	\$99,179.88
16	205-ic	Lightning Console Start Date: 01/18/2020 End Date: 01/17/2021	\$145.16 SLG	600	\$87,096.00
17	205-0176	Government Cloud Premier+ Success Plan (UE) Start Date: 01/18/2020 End Date: 01/17/2021	\$33,080.60 SLG	1	\$33,080.60
MI DHHS ORG 2 SUBTOTAL:					\$550,157.12
18	205-PA	Architectural Maintenance and Support Start Date: 01/15/2020 End Date: 01/14/2021	\$535,430.02 SLG	1	\$535,430.02
SUBTOTAL:					\$535,430.02
SUBTOTAL:					\$3,549,197.57
TOTAL PRICE:					\$3,549,197.57
TOTAL QUOTE:					\$3,549,197.57



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

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

CONTRACT SUMMARY				
SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION L				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		
DESCRIPTION				
Effective with this posting: Change Notice 2 and all associated language and requirements have been cancelled. Carahsoft is not willing to agree to add Exhibit 7 of IRS Pub 1075 to this contract because Salesforce's platform is not currently FTI-compliant. Agencies should therefore refrain from processing any FTI or STI on or through the Salesforce platform."				

**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

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



CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B6600108**

CONTRACTOR	CARASOFT TECHNOLOGY CORP.
	12369 Sunrise Valley Drive , Suite D-2
	Reston, VA 20191
	Stephen Dickerson
	703-673-3524
	stephen.dickerson@carahsoft.com
	CV0059147

STATE	Program Manager	William Pemble	MULTI
		517-636-4741	
		pemblew@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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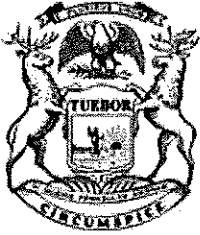
DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective 4/5/2019, Please note the Contract Administrator has been changed to Mike Breen. Please note the Program Manager has been changed to William (Bill) Pemble.

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **071B6600108**

CONTRACTOR	Carahsoft Technology Corp.
	12369 Sunrise Valley Drive
	Reston, VA 20191
	Bethany Blackwell
	703-130-7435
	bethany.blackwell@carahsoft.com

STATE	Program Manager	Jennifer Hehl	MULTI
	Contract Administrator	517-669-4319	
		HehJ1@Michigan.gov	
		Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$24,193.55	\$30,024,193.55		

DESCRIPTION

Effective with mutual signature Exhibit 7 (attached) amending contract adding funding \$24,193.55 and scope per GR request 19*648 for the BER MERC Project. All other terms and conditions remain the same.

carahsoft

CHANGE ORDER FOR:

Michigan Bureau of Employment- MERC

December 13th, 2018

MiDeal Salesforce Contract #071B660010

SOLUTION PROVIDED BY:



CARASOFT TECHNOLOGY CORP.

1860 MICHAEL FARADAY DRIVE, SUITE 100

RESTON, VA 20190

Change Order

Change Order #	1
Statement of Work Name	STATE OF MICHIGAN BUREAU OF EMPLOYMENT RELATIONS - BUILD DEPLOY CHANGE ORDER
Client	State of Michigan BER
Client Address	

Project Overview

This Change Order is a supplement to the approved Statement of Work ("SOW") number 38138 dated May 24, 2018. This Change Order addresses deviation from the original SOW and describes a modified set of services and or costs and schedule to be provided by Vertiba, LLC ("Vertiba") on behalf of State of Michigan . This Change Order and any Attachments hereto are subject to the terms and conditions of the Professional Services Agreement through Carahsoft.

Justification for Changes

The reasons for this Change Order are:

- Extending UAT to accommodate schedules and additional testing requirements.
- Adjustment in Deployment Date to adjust for testing extension.
- Push back Admin Training until after January 1, 2019. Date to be determined.

Schedule

Revised deployment schedule will be to have solution staged for production release the week of December 17th, 2018.

Cost

Fixed Fee Project Cost

The Professional Services described in this SOW are provided on a fixed fee basis of \$24,193.55 due according to the schedule in the milestones / deliverables table below.

Milestone/ Deliverable	Description	Invoice Amount	Acceptance Criteria
Additional Support	Additional effort to support training extension and maintain 2018 release, by our BA, SA and PM.	\$24,193.55	None

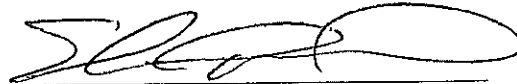
Signature and Terms

By signing below, Vertiba and Carahsoft acknowledge and agree to the terms and conditions set forth in the State of Michigan Contract No. 071B6600108. The Effective Date of this SOW shall be the date executed by both parties.

CARASOFT TECHNOLOGY CORP.

State of Michigan

[[SertifiStamp_1]]



Signature

Signature

[[SertifiTitle_1]]

Business Relationship Mgr

Title

Title

[[SertifiDate_1]]

12/14/18

Date

Date



Government - Price Quotation

Salesforce.com Government at Carahsoft

carahsoft.

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Jennifer Hehl Program Manager Center of Excellence	FOR: Jennifer Hehl DTMB Cloud Application Development Center of Excellence 4125 W St Joseph St Lansing, MI 48917	FROM: Stephen Dickerson Carahsoft Technology Corp. 1860 Michael Faraday Drive Suite 100 Reston, Virginia 20190
EMAIL: HehJ1@michigan.gov PHONE: (517) 699-4319	EMAIL: HehJ1@michigan.gov PHONE: (517) 699-4319	EMAIL: Stephen.Dickerson@carahsoft.com PHONE: (703) 673-3524 FAX: (703) 871-8505

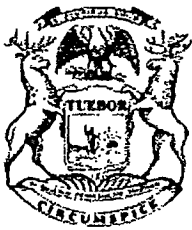
TERMS: MiDeal Salesforce Contract No. 071B6600108
Expiration: July 21, 2026
FTIN: 52-2189693
Shipping point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as above
Payment Terms: Net 45 (On approved credit)
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO: 13794625
QUOTE DATE: 12/13/2018
QUOTE EXPIRES: 01/12/2019
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$24,193.55

TOTAL QUOTE: \$24,193.55

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	PS-SE-S	Vertiba Additional Support- Additional effort to support training extension and maintain 2018 release, by our BA, SA and PM.	\$24,193.55	SLG 1	\$24,193.55
SUBTOTAL:					\$24,193.55
TOTAL PRICE:					\$24,193.55
TOTAL QUOTE:					\$24,193.55

Please reference Change Order for full details



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

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 071B6600108

CONTRACTOR	Carahsoft Technology Corp.
	12369 Sunrise Valley Drive
	Reston, VA 20191
	Bethany Blackwell
	703-130-7435
	bethany.blackwell@carahsoft.com

STATE	Jennifer Hehl	MULTI
	517-669-4319	
	HehlJ1@Michigan.gov	
	Mike Breen	DTMB
	(517) 249-0428	
	breenm@michigan.gov	

CONTRACT SUMMARY				
SALESFORCE.COM & APPEXCHANGE PARTER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		
DESCRIPTION				
Effective with mutual signature Exhibit 7 (attached) is added to the contract which is referenced and agreed to in the contract but was not attached to the contract. Contract Administrator has been changed to Mike Breen. All other terms and conditions remain the same.				

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised

Safeguarding Contract Language
Exhibit 7

Exhibit 7 Safeguarding Contract Language

of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **071B6600108**

CONTRACTOR	Carahsoft Technology Corp.
	12369 Sunrise Valley Drive
	Reston, VA 20191
	Bethany Blackwell
	703-130-7435
	bethany.blackwell@carahsoft.com
*****9693	

STATE	Program Manager	Jennifer Hehl	DTMB-IT
		517-699-4319	
		HehlJ1@michigan.gov	
STATE	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY

SALESFORCE.COM & APEXCHANGE PARTER SUBSCRIPTION LICENSING AND SERVICES ENTERPRISE CONTRACT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 22, 2016	July 21, 2026	0 - 0 Year	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$30,000,000.00	\$0.00	\$30,000,000.00		

DESCRIPTION

Effective April 5, 2017, the State Program Manager is changed from Jodi Simon to Jennifer Hehl. See above for contact information. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, and DTMB Procurement agreement.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B6600108**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Carahsoft Technology Corp.
	1860 Michael Faraday Drive, STE 100
	Reston, VA 20190
	Bethany Blackwell
	703-130-7435
	Bethany.blackwell@carahsoft.com
9693	

STATE	Program Manager	Jodi Simon	Statewide
		517-241-9277	
	simonj@michigan.gov		
	Contract Administrator	David Hatch	DTMB
517-284-7044			
hatchd@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Salesforce.com & AppExchange Partner Subscription Licensing and Services Enterprise Contract			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 22, 2016	July 21, 2016	1,3 or 5	July 21, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$30,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
William Pemble, Director IT Division

Name & Title

Agency
DTMB Procurement



STATE OF MICHIGAN

CONTRACT TERMS

Salesforce Cloud Services

This Salesforce Cloud Services Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Carahsoft Technology Corp (“**Contractor**”), a Maryland Corporation. This Contract is effective on July 22, 2016 (“**Effective Date**”), and unless earlier terminated, will expire on July 21, 2026 (the “**Term**”).

This Contract may be renewed for up to 1, 3, and 5 year renewal additional year period(s). Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

“**Action**” has the meaning set forth in **Section 15.1**.

“**AppExchange Partner**” means Service Provider’s partners that market and sell applications for deployment to Service Provider’s PaaS offering.

“**Authorized Users**” means all Persons authorized by the State to access and use the Services through the State’s account under this Contract, subject to the maximum number of users specified in the applicable Contractor Order Form.

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

“**Change Notice**” has the meaning set forth in **Section 21.10**.

“**Code**” has the meaning set forth in **Section 20**.

“**Confidential Information**” has the meaning set forth in **Section 12.1**.

“**Contract**” has the meaning set forth in the preamble.

“**Contract Administrator**” is the individual appointed by each party to (a) administer the terms of this Contract, and (B) approve and execute any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the cover page to this Contract.

“**Contractor**” has the meaning set forth in the preamble.

“**Contractor Order Form**” means the quote that Contractor provides to the State that outlines Service Provider’s subscription licenses or AppExchange licenses that will be purchased including any period of performance and associated pricing.



“**Contractor Service Manager**” has the meaning set forth in **Section 2.4(a)**.

“**Documentation**” means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

“**DR Plan**” has the meaning set forth in **Section 14.3**.

“**Effective Date**” has the meaning set forth in the preamble.

“**Fees**” has the meaning set forth in **Section 8.1**.

“**Force Majeure Event**” has the meaning set forth in **Section 19.1**.

“**HIPAA**” has the meaning set forth in **Section 9.1**.

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

“**Key Personnel**” means any Contractor personnel identified as key personnel in this Contract.

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

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

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

“**Personal Health Information (PHI)**” has the meaning set forth in **Section 9.1**.

“**Personally Identifiable Information (PII)**” has the meaning set forth in **Section 9.1**.

“**Pricing Schedule**” is attached as **Schedule C** to this Contract, and sets forth the fixed, base-level pricing for the Services. The parties may negotiate larger discounts based on the volume of the purchase.



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

“**Representatives**” means a party’s employees, officers, directors, consultants, legal advisors and.

“**RFP**” means the State’s request for proposal designed to solicit responses for Services under this Contract.

“**Service Level Agreement**” is attached as **Schedule A** to this Contract, and sets forth the service level agreement that Service provider offers with respect to the Services.

“**Service Provider**” means Salesforce.com, Inc.

“**Service Provider Security Contact**” has the meaning set forth in **Section 2.4(a)**.

“**Service Provider Systems**” has the meaning set forth in **Section 13.3**.

“**Services**” has the meaning set forth in **Section 2.1**.

“**State**” has the meaning set forth in the preamble.

“**State Data**” has the meaning set forth in **Section 9.1**.

“**State Modification**” has the meaning set forth in **Section 15.2(a)**.

“**State Project Manager**” has the meaning set forth in **Section 2.6**.

“**State Purchase Order**” means the purchase order issued by the State after the State has agreed to a corresponding Contractor Order Form.

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

“**Support Schedule**” is attached as **Schedule B** to this Contract, and sets forth all support services that Service Provider offers with respect to the Services. Service Provider offers different levels of support depending on the license type.

“**Term**” has the meaning set forth in the preamble.

“**Transition Period**” has the meaning set forth in **Section 7.3**.



“**Transition Responsibilities**” has the meaning set forth in **Section 7.3**.

“**User Data**” means any and all information reflecting the access or use of the Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. **Services.**

2.1 “**Services**” are collectively referred to as the following:

(a) Service Provider’s hosting, management and operation of its subscription-based Software as a Service (SaaS) and Platform as a Service (PaaS) offerings and all associated products or services subscribed to as identified in a Contractor Order Form.

(b) App Exchange Partner’s licenses for software applications that will reside on Service Provider’s PaaS offering, and all associated products or services as identified in a Contractor Order Form.

2.2 Changes to Services. Any modifications or changes to the Services will be identified in a new Contractor Order Form. This includes the addition or upgrading of licenses types or the swap of license types (additional Fees may apply and will be outlined in the applicable Contractor Order Form).

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

2.4 Contractor and Service Provider Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Contractor Order Forms (the “**Contractor Service Manager**”), it being understood that such person is considered Key Personnel under this Contract; and (ii) a Service Provider employee to respond to the State’s inquiries regarding the security of the Service Provider Systems who has sufficient knowledge of the security of the Service Provider Systems and the authority to act on behalf of Service Provider in matters pertaining thereto (“**Service Provider Security Contact**”)

(b) maintain the same Contractor Service Manager throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State’s request pursuant to **Section 2.4(c)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor’s reasonable control; and

(c) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.



2.5 Management and Payment of Contractor and Service Provider Personnel.

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

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor personnel or Service Provider personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor personnel or Service Provider personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.6 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Services, including the submission and processing of Contractor Order Forms (the "**State Project Manager**").

3. **License Grant.**

3.1 Service Provider License Grant. Services are licensed on a subscription basis, as set forth on the applicable Contractor Order Form.

3.2 AppExchange Partner License Grant. License rights for AppExchange Partner applications will be set forth in a separate license agreement attached to the applicable Contractor Order Form.

4. **Service Preparation.**

4.1 Service Preparation. Promptly upon the parties' execution of a Contractor Order Form and issuance of a corresponding State Purchase Order, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the applicable Contractor Order Form and this Contract, including provisioning licenses to the Authorized Users.

5. **Service Level Agreement**

5.1 Service Levels Generally. Contractor and Service Provider will deliver the Services in accordance with the Service Level Agreement.



5.2 Availability Requirement. Contractor and Service Provider will make the Services available as set forth in the Service Level Agreement.

5.3 Service Availability Reports. The State may check availability of Service Provider's uptime availability at any point in its subscription service period at www.trust.salesforce.com.

5.4 Remedies for Service Availability Failures. Any credits or refunds for service level failures are set forth in the Service Level Agreement. Notwithstanding anything to the contrary in the Service Level Agreement, if Contractor and Service Provider fail to meet the service levels set forth in the Service Level Agreement in any two (2) of four (4) consecutive months, then, in addition to all other remedies available to the State, the State may terminate the applicable Contractor Order Form for cause, on written notice to Contractor.

6. Support Services. Contractor will provide support for the Services in accordance with the Support Schedule and the applicable Contractor Order Form. The level of support purchased will vary depending on the license type purchased under the applicable Contractor Order Form.

7. Termination, Expiration and Transition.

7.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract, or individual Contractor Purchase Order, for cause, if Contractor or Service Provider, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract, or individual Contractor Purchase Order, under this **Section 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.2**.

(c) Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

7.2 Termination for Convenience. The State may terminate this Contract, or individual Contractor Purchase order, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. If the State terminates this Contract, or an individual Contractor Purchase Order, for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available. Further, the State will surrender any prepaid amounts for Services.



7.3 Transition Responsibilities. Upon termination or expiration of this Contract, or individual Contractor Order Form, for any reason, Contractor and Service Provider must, for a period of time specified by the State (not to exceed 90 calendar days; the “**Transition Period**”), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract, or individual Contractor Order Form, to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance includes: (a) continuing to perform the Services at the established Contractor Order Form rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State’s designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The State will pay for Transition Responsibilities at the established Contractor Order Form rates, pro-rated for the length of the Transition Period. The Term of this Contract is automatically extended through the end of the Transition Period. Service Provider shall not take any action to erase any State Data for a period of ninety (90) days after the effective date of termination or expiration. After such 90-day period, the Service Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control.

7.4 Survival. The rights, obligations and conditions set forth in this **Section 7.4** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security), **Section 15.1** (Indemnification), **Section 16** (Limitations of Liability), **Section 17** (Representations and Warranties), **Section 18** (Insurance) and **Section 20** (Effect of Contractor Bankruptcy) and **Section 21** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract and the applicable Contractor Order Form, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Contractor Order Form, which is capped at the base unit pricing set forth on the attached Pricing Schedule (“**Fees**”). Notwithstanding the foregoing, the parties may negotiate deeper discounts based on the volume of the purchase. Service Provider subscription licenses are invoiced annually, in advance. Any subscriptions that the State may add mid-term shall be prorated to co-term with the existing Contractor Order Form anniversary date.

8.2 Fees During Option Years. Contractor’s pricing is fixed during the initial period of the Term. Contractor may increase base pricing for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. An increase in pricing for any renewal period may not exceed four percent (4%) of the pricing effective during the immediately preceding twelve (12) month period. No increase in pricing is effective unless made in compliance with the provisions of this **Section 8.2**.



8.3 Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8.4 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

8.6 Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one Contractor Order Form is in effect, Contractor shall provide separate invoices for each Contractor Order Form. Each separate invoice must: (a) clearly identify the Contractor Order Form and corresponding State Purchase Order to which it relates, in such manner as is required by the State; (b) list each Fee item and refund (if applicable) separately; and (c) include sufficient detail for each line item to enable the State to verify the calculation thereof.

8.7 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq.*, within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered.

8.8 State Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel,



including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.9 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.10 Support not to be Withheld or Delayed. Contractor may not withhold or delay any Services or fail to perform any other obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 8**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Contract or any other agreement between the parties.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract and applicable law; and (c) not use,



sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Extraction of State Data. The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to/from other Service Providers.

9.4 Discovery. Contractor or Service Provider shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses, unless compelled by law. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

9.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor or Service Provider that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor or Service Provider that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the



nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. Notwithstanding the foregoing or anything contrary contained elsewhere in this Contract, Contractor's aggregate liability for violation of this Section will not exceed one million dollars (\$1,000,000). This **Section 9.5** survives termination or expiration of this Contract.

9.6 HIPAA Compliance. The State, Contractor and Service Provider must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

9.7 ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for software applications. For AppExchange Partners, the State requires that software applications conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2. For Service Provider's PaaS Services, the most updated compliance and VPAT information can be found at http://www.salesforce.com/company/legal/508_accessibility.jsp.

10. PCI Compliance.

10.1 Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

10.2 Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

10.3 Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including



reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

10.4 Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

10.5 Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.]

11. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

12. Confidentiality.

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

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



of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 12.2**.

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

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

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

13. Security.

13.1 Protection of the State's Confidential Information. Protection of State Data shall be an integral part of the business activities of Service Provider to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, Service Provider shall safeguard the confidentiality, integrity and availability of State Data and comply with the following conditions:

(a) ensure that the Services and all State Data is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States (only if the State entity has purchased the "Government Cloud Premier+ Success Plan");

(b) implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State Data. Such security measures shall be in accordance with recognized industry practice (IS027001:2013 standards and controls) and not less stringent than the measures Service Provider applies to its own personal data and non-public data of similar kind;

(c) ensure that all transitions of data in motion between the public jurisdiction and the Services are SSL/TLS encrypted with a 2048-bit Public Key. The Services use International/Global Step Up SSL



certificates, with AES 256-bit encryption by default. The Service includes a feature to encrypt custom text fields (ECF) for data at rest. The fields can be masked appropriately for specific data types;

(d) ensure that at no time shall any data or processes - that either belong to or are intended for the use of a State or its officers, agents or employees - be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State;

(e) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule C** (Data Security Requirements) and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

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

(g) take all reasonable measures to:

- (i) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Service Provider Systems or the information found therein;
- (ii) prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;

(h) continuously monitor its systems for potential areas where security could be breached.

13.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Contract, and in no case exceed the scope of the State's authorization pursuant to this **Section 13.2**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in **Schedule C** as the same may be supplemented or amended by the State and provided to Contractor from time to time.

13.3 Service Provider Systems. Contractor and its Service Provider will be solely responsible for the information technology infrastructure, including all software, hardware and networks used by or for Service



Provider to access State Systems or otherwise in connection with the Services (“**Service Provider Systems**”) and shall prevent unauthorized access to State Systems through the Service Provider Systems.

13.4 Security Audits. During the Term, Contractor and Service Provider will:

(a) maintain complete and accurate records relating to its data protection practices and the security of any of the State’s Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State’s Confidential Information and any other information relevant to its compliance with this **Section 13**;

(b) the State’s may request a third-party audit of the Service Provider’s security procedures, provided that the State: (i) gives Service Provider at least five Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Service Provider’s normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of this Contract. Such security audits may include penetration and security tests, of any and all Service Provider Systems and their housing facilities and operating environments; and

(c) if Service Provider engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Service Provider’s operations, information security program or disaster recovery/business continuity plan, Service provider will provide a copy of the audit report to the State within thirty (30) days after Service Provider’s receipt of such report. Any such audit reports will be recognized as Service Provider’s Confidential Information.

13.5 Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Contract with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of this Contract for which the State, at its option, may terminate this Contract, or an individual Contractor Order Form, for cause upon written notice to Contractor with notice and 30 day cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

14. Redundancy, Data Backup and Disaster Recovery. Contractor must, in accordance with the provisions of this **Section 14**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard State Data and the State’s other Confidential Information, Contractor’s Processing capability and the availability of the Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 19.1** do not limit Contractor’s obligations under this **Section 14**.

14.1 Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the United States that is geographically remote from the primary system on which the Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all the State Data stored on the primary system; and (d) have the ability to provide the Services in accordance



with this Contract and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the Services to be Available.

14.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic back-ups of State Data on at least a weekly basis.

14.3 Disaster Recovery/Business Continuity. The Services perform real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center. Data is transmitted across encrypted links. Disaster recovery tests verify recovery time and integrity of customer data. At the State's request, Service Provider will provide access to its business continuity and disaster recovery plan ("**DR Plan**"). Service Provider will ensure that the State's Recovery Time Objective (RTO) is met under its DR Plan.

15. Indemnification.

15.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor personnel or Service Provider personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor personnel or Service Provider personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 15.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 15.2(a)** through **Section 15.2(b)** and **Section 15.3**.

15.2 Infringement Indemnification by Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Services by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement,



misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Services in combination therewith.

15.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 15.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching warranties,
- (ii) obtain a license for the States continued use of that Service in accordance with this Agreement, or
- (iii) terminate the States subscriptions for that Service upon 30 days' written notice and refund State any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim against the State arises from State Data, a Non-Service Provider application or the States use of the Services in violation of this Contract, the Documentation or applicable Contractor Order Forms.

15.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these



obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 14.3**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

16. Limitation of Liability.

16.1 Neither party shall be liable to the other party for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise, and even if advised of the likelihood of such damages. Excluding breaches of intellectual property rights and indemnification obligations, neither party's total liability to the other party shall exceed one times contract value of services for the twelve-month subscription period immediately preceding the event.

17. Contractor Representations and Warranties.

17.1 Authority and Bid Response. Contractor represents and warrants to the State that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
- (c) the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;
- (d) when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;
- (e) the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (f) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and



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

17.2 Service Warranties. Contractor represents and warrants to the State that:

(a) solely for the benefit of the State, that Service Provider (i) will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) owns or otherwise has sufficient rights to the Services and the Service Provider Systems to grant the rights and licenses granted herein; and (iii) the Service and Service Provider Systems do not infringe any intellectual property rights of any third party. This warranty does not apply to any damage resulting from unauthorized use or negligence on the part of the State.

(b) the service as described in the Contract, the Service Level Agreement, and the applicable Contractor Order Form will not decrease in functionality over the course of the subscription term; (ii) that use of Services will not infringe on the intellectual property rights of any third party; (iii) that Service Provider will not share or disclose State Data in any manner to any third party without first obtaining the State's prior written consent; (iv) that Services will be free from viruses and other destructive code; and (v) that Service Provider will not suspend or disrupt Services for any reason without giving the State notice and a 30 day right to cure prior to suspension or disruption of service.

17.3 No Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED.

18. Insurance.

18.1 Required Coverage.

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



(b)

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u> \$5,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.</p>
Automobile Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Employers Liability Insurance	



<p><u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.</p>	
<p>Privacy and Security Liability (Cyber Liability) Insurance</p>	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>
<p>Crime (Fidelity) Insurance</p>	
<p><u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss</p>	<p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.</p>
<p>Professional Liability (Errors and Omissions) Insurance</p>	
<p><u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u> \$50,000 Per Loss</p>	



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

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

(e) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the Contract number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

18.2 Non-waiver. This **Section 18** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

19. Force Majeure.

19.1 Force Majeure Events. Subject to **Section 19.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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



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

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

- (i) shutdowns, disruptions or malfunctions of the Service Provider Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Service Provider Systems; or
- (ii) the delay or failure of any Contractor personnel or Service Provider personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under the Service Level Agreement, **Section 9** (State Data), **Section 12** (Confidentiality), **Section 13** (Security), **Section 14** (Data Backup and Disaster Recovery) or **Section 15** (Indemnification).

20. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract. Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

21. General Provisions.

21.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

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

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



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

If to Contractor:

Attention: Patrick Gallagher

Title: Vice President

E-mail: Patrick.gallagher@carahsoft.com

If to the State:

Attention: David Hatch

Title: IT Buyer

E-mail: Hatchd@michigan.gov

Address: Department of Technology, Management, and Budget

525 W. Allegan, Lansing, MI 48913 PO BOX 30026, Lansing MI 48909

Notices sent in accordance with this **Section 21.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

21.5 Extended Purchasing Program. This Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees, and (b) other states (including governmental subdivisions and authorized entities). If extended, Contractor must supply all Contract Activities at the established Contract prices and terms, and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

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



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

21.8 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 21.8** is void.

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

21.10 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator, and will be enter as a change notice to the Contract ("**Change Notice**"). No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21.11 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will



negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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

21.13 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 21.13**.

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

21.15 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

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



Schedule A	Service Level Agreement
Schedule B	Support Schedule
Schedule C	Pricing

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

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date by their duly authorized Representatives.

Contractor

The State

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

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

SCHEDULE A

SERVICE LEVEL AGREEMENT

Service Level Agreement availability, remedies, reporting, claims, notices, and general terms are as follows:

- (a) Availability - Service Provider shall make the Service available 99% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99\%$$

(b) Where:

- total means the total number of minutes in the calendar quarter;
- nonexcluded means downtime that is not excluded; and

• excluded means:

- o Any planned downtime of which Service Provider gives 24 or more hours' notice in accordance with the Agreement or via a conspicuous on-screen message in the Service. Service Provider will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
- o Any period of unavailability lasting less than 15 minutes.
- o Any unavailability caused by circumstances beyond Service Provider's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

For any partial calendar quarter during which Customer subscribes to the Service, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

Remedies - Should Service Provider fail to make the Service available as set forth in Section 1 above in a calendar quarter, Customer may continue to use the Service but receive a refund for one full day of subscription fees for each active subscription on the affected Service instance in that quarter, for each full or partial hour of Service unavailability below the percentage specified in Section 1 above. In no case shall the total refund for any quarter exceed the lesser of \$100,000 or 33% of the subscription fees paid by Customer for such quarter. Should Service Provider fail to make the Service available as set forth in Section 1 above in two consecutive calendar quarters, Customer may, in lieu of receiving the above-described refund for the second quarter, terminate the Agreement by providing notice of termination in accordance with Section 3 below, in which case Service Provider will refund to Customer any prepaid fees for the remainder of the Service subscription term(s) following the date of termination. The remedies described in this paragraph shall be the sole remedies available to Customer for breach of this SLA.

- (c) Reporting, Claims and Notices-To claim a remedy under this SLA, Customer shall send Service Provider a notice, via email addressed to salesforce@carahsoft.com, containing the following details:
- Billing information, including company name, billing address, billing contact and billing contact



- phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim, including any relevant calculations.

Claims may be made on a calendar-quarter basis only and must be submitted within 10 business days after the end of the applicable quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any claim related to that subscription must be submitted within 10 business days after the subscription end date.

All claims will be verified against Service Provider's system records. Should Service Provider dispute any period of unavailability alleged by Customer, Service Provider will provide to Customer a record of Service availability for the applicable period. Service Provider will provide such records only in response to claims made by Customer in good faith.

- (d) General - Services designated in writing as beta, limited release, developer preview, development or test bed environments, or by descriptions of similar import are excluded from this SLA. Service Provider shall have no obligations under this SLA during any period in which Customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder.



SCHEDULE B

SUPPORT SCHEDULE

PLEASE SEE THE SALESFORCE SUPPORT PLAN PAGE FOR MOST UP TO DATE INFORMATION ABOUT SALESFORCE SUPPORT:

[HTTP://WWW.SALESFORCE.COM/SERVICES-TRAINING/PREMIER-SUCCESS-PLANS.JSP](http://www.salesforce.com/services-training/premier-success-plans.jsp)



SCHEDULE C

PRICING

MINIMUM LICENSE DISCOUNT: 5%

ADDITIONAL DISCOUNTS AVAILABLE BASED ON VOLUME.

Pricing Addendum for State Contract #071B6600108

The following terms and conditions set forth in this Pricing Addendum shall govern the fees applicable to the Salesforce products that may be ordered under the Agreement.

The terms of the Addendum shall apply only to purchases made by the State pursuant to Enterprise License Agreement #071B6600108

1. Discount Pricing. The State may purchase Salesforce subscriptions at the discount pricing indicated in the “Discount Pricing” section below during the Contract Term; provided that each purchase placed against the contract hereunder has:
 - a. an Order Start Date prior to the expiration date of the Discount Pricing Term with a 12 month contract term; and
 - b. a reference to the terms and conditions of this Pricing Addendum.
2. Existing User Subscriptions. Under no circumstances shall any existing Salesforce subscriptions under a contract which was executed prior to the start date of the Pricing Addendum be subject to re-pricing as a result of the discount offering described herein.
3. Discount Pricing. Michigan may purchase the products at the discounts noted in Table 1. The tiered discounted pricing levels in Table 1 are based upon Michigan’s Total Annual Spend with SFDC, calculated each quarter. Total Annual Spend means the total annual fees of all eligible full-use (*i.e.*, not contractually restricted as to function and/or feature) Service subscriptions purchased by Michigan pursuant to this Pricing Addendum as calculated by the total fees paid by Michigan to Carahsoft, calculated and reported quarterly, based on a rolling 12 month lookback period. Volume discounts do not accumulate across contract terms. All pricing under this section shall not be in addition to any other discounting provided by Carahsoft. Any price decreases shall have no effect on previously purchased Salesforce subscriptions.

The pricing set forth in the table below is available to all Accounts. (An “Account” is defined as a unique instance of the Services (“Organization” or “Org”) specific to a single ordering entity. A single ordering entity may have multiple Accounts.) This pricing is applicable to the listed Services available on both the Government and commercial clouds.



Table 1

Products	Total Annual Spend: New + Renewals			
	\$0-2M	\$2M-4M	\$4M-6M	\$6M-10M
Lightning Sales Cloud, Lightning Service Cloud, Lightning CRM, Lightning Force 100, Lightning Force 100 (Administrator), Customer Community (Members or Logins), Customer Community Plus (Members or Logins) and Partner Community (Members or Logins) (collectively “CRM Base Subscription Products”)*	20%**	28%**	37%**	47%**
Add-ons products to CRM Base Subscription Products*	20%**	28%**	37%**	37%**

* For the avoidance of doubt, this only includes subscription products that are generally available (“GA”) on the effective date of the Pricing Addendum and shall not include any subscription product that Salesforce prices based on a percentage of an associated product.

** This discount is off of Salesforce’s then current list price in effect at the time the order is placed with Salesforce.

6. Renewals.

(a) This section is subject to Section 8.2 of the Terms.

(b) During the Discount Pricing Term and for products purchased pursuant to this Pricing Addendum, any pricing increase during a renewal order term, unless expressly noted, shall not exceed 4% of the pricing for the relevant Services in the immediately prior subscription term provided: (1) the renewal is for a 12 month term, (2) the same level of support associated with the previous order in the immediately preceding term is maintained and ordered, (3) the number of subscriptions by product ordered is equal to or greater than the number of subscriptions by product in the immediately preceding term and (4) the Total Annual Spend has not dropped to a lower tier prior to the renewal. Thereafter, any increase in subscription and support pricing will be in accordance with SFDC’s pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

(c) Under no circumstances shall any existing Salesforce subscriptions under contract order which was executed prior to the start date of the Discount Pricing Term (“Pre-Existing Contracts”), be subject to re-pricing as a result of the discount offering described herein either (i) during the term of such Contracts or (ii) upon expiration of the term of such Contracts. For the avoidance of doubt, subscriptions under Pre-Existing Contracts may be renewed at pricing either as set forth in the Pre-Existing Contracts or as negotiated in good faith between Carahsoft and the State but under no circumstance will the State have the right to renew such subscriptions pursuant to this Pricing Addendum absent Carahsoft’s agreement.



Table 2 – AppExchange Products

	Total AppExchange Credits			
Product	0-10,000k	10,001-50,000	50,001-100,000	100,001+
Credits*	0%	5%	10%	15%

*1 Credit=\$1

**The State may use AppExchange credits to purchase the AppExchange products and associated installation services offered by Carahsoft. For a listing of products please visit:

<http://www.carahsoft.com/vendors/Salesforce#appexchange>

**Additional products may be available for purchase

