



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 11

to

Contract Number MA071B7700099C

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. Suite 200
	Farmington Hills MI 48331
	Aaron Vogler
	(231) 286-7706
	Aaron.Vogler@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		Romeins@michigan.gov	

CONTRACT SUMMARY							
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCTURE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 26, 2017	January 25, 2024	5 - 12 Months	January 25, 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					
\$185,759,084.00	\$0.00	\$185,759,084.00					
DESCRIPTION							
Effective 2/7/2025, the following Change Order is amended to the Contract to update the pricing table in Change Notice 10. No additional funding is needed for this change as the cost remains the same.							
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.							

<div>Dell Customer Communication - Confidential</div> <div></div>	<div>Dell Global Services</div> <div>V003-20131008</div>
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REQUEST FOR CHANGE FORM

GENERAL INFORMATION			
RFC Number:	001	Revision Number:	001
Create Date:	1/6/2025	Revision Date:	2/6/2025
RFC Title:	Dell Change Order CO01 for Incident Recovery – State of MI DTMB (Attorney General Office)		
SOW/Contract Title	Client Residency – Incident Recovery Services		
Customer or Vendor Name:	Name:	Email:	Phone:
Change Initiator: (prepared by)	Name:	Email:	Phone:
	Fina Coffey	Fina_Coffey@ dell.com	773-793-2036
SCOPE OF CHANGE			
Reason for Change:	The One-time Charge was miscalculated, and Dell is unable to invoice for the final 5 PM hours.		
Description of Desired Change:	Requesting permission to invoice the final 5 PM hours at a rate of \$375.00, out of the One-Time Charge fee that was miscalculated.		
Effect of Change:	Funds will be used from the existing approved PO.		
	In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert n/a if not applicable		
	Budget:	Schedule:	Quality:
	\$0.00	N/A	N/A
	Quantity:	Resources:	Cost:
	1	Multiple Resources	\$0.00
	Cost to be paid by:		State of MI DTMB (Attorney General Office)
SIGNATURE			
<p>This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in Customer's separately signed Statement of Work (the "SOW") with Dell, dated November 13th, 2024 the "Agreement". If applicable, the Agreement is incorporated by reference in it's entirely into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW are the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date.</p> <p>Signatures below evidence acceptance of the change details above</p>			
Dell Marketing L.P.		State of MI DTMB (Attorney General Office)	
Signature		Signature:	
Printed Name:		Printed Name	
Title:		Title:	
Date:		Date:	



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Change Notice Number 10

to

Contract Number MA071B7700099C

CONTRACTOR	EMC CORPORATION
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	Farmington Hills MI 48331
	Aaron Vogler
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		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		5178988102	
		RomeinS@michigan.gov	

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PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCTURE				
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January 26, 2017	January 25, 2024	5 - 12 Months	January 25, 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		
\$185,727,284.00	\$31,800.00	\$185,759,084.00		
DESCRIPTION				
Effective 11/8/2024, this Contract is hereby increased by \$31,800.00 and the following amendment incorporated into the Contract for an incident response and recovery engagement for the Attorney General's Office.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

STATEMENT OF WORK (SOW)

Incident Response and Recovery Services

State of MI DTMB (Attorney General Office)

116 W Ottawa St

Lansing, MI 48933

SFDC #28412609

Dell Marketing L.P.

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1 INTRODUCTION

"DT Services"	Dell Marketing L.P.
"DT Services Address"	One Dell Way, Round Rock, TX 78682, United States
"Customer"	State of MI DTMB (Attorney General Office)
"Customer Address"	116 W Ottawa St Lansing, MI 48933
"SOW"	This Statement of Work.
"Services"	The services as described in this SOW.
"Agreement"	This Statement of Work is subject to the terms within State of Michigan Contract No. 071B700099 dated on or about January 2017, between EMC Corporation and The State of Michigan. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement. If the terms or conditions of this document conflict with the Agreement, the terms or conditions of Contract No. 071B700099 will control (unless otherwise expressly provided herein or in the Agreement) solely with respect to the Services obtained under this document. The purchase and/or licensing of any EMC products shall be governed by the terms of the Master Customer Agreement or other purchase agreement between the parties. EMC products cannot be purchased under the Agreement or this document. This document is entered into as of the date of the last signature below ("Effective Date") and sets forth the terms under which STATE OF MICHIGAN (referred to as "SOM" or "Customer") has engaged EMC Corporation ("EMC") to provide the professional services described hereunder (the "Services").
"Effective Date"	The date of the last signature below.
"Term"	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
"Deliverables"	Any reports, time sheets, analyses, scripts, code, or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW.
"Primary Work Site"	116 W Ottawa St. Lansing, MI 48933
"Reference Number(s)"	SFDC # 28412609

The terms **"DT Services," "DT Services Address," "Customer," "Customer Address," "SOW," "Services," "Agreement," "Effective Date,"** and **"Term"** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much

of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section, or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites

2 SUMMARY OF SERVICE

This SOW outlines the Services provided for a comprehensive incident response and recovery engagement following a suspected cyber security event. DT Services' goal is to minimize damage by the malicious actor, eradicate the threat where possible, restore affected systems, and recover lost or compromised (encrypted) business-critical data while maintaining security and regulatory compliance.

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Incident Response and Recovery Scope of Services

DT Services will supply an Incident Recovery team to the Customer to function as supplemental resources in Customer's current organization, working at the sole direction of the Customer, for the Supported sites identified in this SOW. The DT Services resources will facilitate and guide recovery efforts following the failure of drives in support of the Adult Case Tracking (ACT) system. If there is a need for additional skills and manpower beyond the Services in scope of this SOW, DT Services will seek to expand the team upon mutual agreement and via the Change Management process defined herein.

To aid the Customer in responding to the event, DT Services will provide the Customer with remote subject matter experts to facilitate and guide recovery efforts. Incident Recovery team resource roles in scope of this SOW are specified in Section 4 Pricing.

3.1.1 Threat Containment and Eradication

The Incident Recovery team participates in cyber recovery activities on behalf of or for the Customer, providing Customer with responsive expertise. The scenario descriptions below are provided as an example of common and/or frequent activities performed and are not intended to be prescriptive of any or all actions performed by the Incident Recovery team for this particular engagement. The list below is not exhaustive in either scope of a specific role or function, or in roles available as required.

Service activity	Key components
EDR Deployment and/or Monitoring	<p>DT Services leverages Endpoint Detection and Response (EDR) tools for continuous monitoring of endpoints for suspicious activity. This may include:</p> <ul style="list-style-type: none">• Real-time analysis of system calls, network traffic, and file behavior.• Alert generation for potential threats like malware execution, unauthorized access attempts, or data exfiltration.• Investigation of high-priority alerts to determine the scope and nature of the threat.• Threat Isolation – During the coverage hours of the engagement and where appropriate, DT Services may isolate compromised systems and accounts to prevent lateral movement of the attacker within the network.

Service activity	Key components
	<ul style="list-style-type: none"> Where the Customer does not have an incumbent platform or where a replacement is mutually agreed, DT Services can deploy and configure an interim solution.
Active Directory (AD) Threat Actor Eviction	<p>DT Services may perform the following tasks:</p> <ul style="list-style-type: none"> Account Analysis – Analyze all user accounts for suspicious activity and potential compromise. Password Reset – Implement a forced password reset for all user accounts. Kerberos Reset – Reset Kerberos tickets to prevent attackers from leveraging stolen credentials. Clean Domain Controller builds and replication configuration. Overall AD Structure Analysis – Review the AD structure for vulnerabilities and implement security best practices. This includes Group Policy Objects, use of group Managed Service Accounts, Organizational Unit hierarchy and structure, AD sites and Services site topology, and others. AD Rebuild – Rebuild the AD Domains and/or Forests if deemed necessary due to severe compromise.
Virtualization Environment Recovery	<ul style="list-style-type: none"> Initial Host Analysis – Analyze the compromised Hypervisor hosts to understand the extent of the compromise. Host Rebuild – Rebuild compromised Hypervisor hosts with a clean operating system installation and security baselines applied. VMware vCenter Rebuild – Rebuild vCenter Server with security baselines applied. VMware vCenter Integration – Ensure proper communication between rebuilt vSphere hosts and vCenter for centralized management (if applicable). VMware environment security hardening. Hyper-V environment security hardening. VxRail – If applicable, collaborate with VxRail support for RSAR (Rapid System Assist and Restore) procedures. VM Restore/Creation – Support the restoration of virtual machines from backups or creation of new VMs based on Customer requirements.
Storage and Backup Logical Data Recovery	<ul style="list-style-type: none"> Initial Assessment and Analysis – Conduct a thorough assessment of storage and backup infrastructure. Storage Appliance Rebuild – Rebuild the storage appliance with a clean operating system and security best practices implemented (if necessary). Filesystem Level Assessment and Recovery – Including partial file or volume recoveries where feasible. Hardening – Apply security hardening procedures to the storage infrastructure. Data Recovery Support – Analyze the feasibility of data recovery from various sources including virtual SAN storage, hard drives, and storage appliances. <ul style="list-style-type: none"> Support the recovery process by identifying and restoring lost data from backups, impacted local or virtual SAN storage. Implement appropriate data recovery techniques based on the identified storage media and damage level.
Firewall/Network Security	<ul style="list-style-type: none"> Initial Assessment – Analyze firewall rules and network configuration to identify configuration gaps. Block IOCs – Block identified Indicators of Compromise (IOCs) at the network perimeter. Refine Ruleset – Review and refine firewall rules to enhance overall security posture. Limit Traffic – Implement controls to limit ingress and egress traffic to the environment. Appliance patching and Updates – Bring Network infrastructure to current patch levels to address vulnerabilities. Secure VPN / ZTNA deployment. Network Segmentation – Create new network segments to isolate critical systems and support the recovery effort if required.

Service activity	Key components
Breach Investigation (Forensics)	<ul style="list-style-type: none"> ● Conduct a forensic investigation to determine the root cause of the attack from available evidence at the time of engagement, including: <ul style="list-style-type: none"> – Timeline of events leading to the incident. – Entry point used by the attacker. – Data potentially accessed, exfiltrated, or compromised. – Identification of attacker tools, techniques, and procedures (TTPs). ● Analyze logs and system events for evidence of malicious activity. ● Collect and analyze forensic evidence for potential legal or regulatory purposes, then provide to the customer for retention.

3.1.2 Project Management

DT Services will assign a single point of contact (“**SPOC**”) to manage the delivery of this engagement.

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with the Customer.

The responsibilities of the SPOC will include:

- Ownership of all formal project-related communications between DT Services and Customer.
- Act as single point of contact for delivery of the Services.
- Maintain focus on time, cost, and scope.
- Facilitate change management as needed.
- Monitor the Services budget and invoices.
- Manage the Customer relationship.
- All Project management activities will be conducted remotely.

3.2 Project Timeline

DT Services anticipates the Services will span an initial estimated period of eighty (80) contiguous business hours. The actual schedule will be developed and agreed upon following project initialization.

The actual schedule may change as the project progresses, as the timeframe for incident response and recovery is impacted by the severity and complexity of the attack. Initial estimates will be revised as the nature of the breach and recovery plan is better understood. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks, or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Onsite delivery of Services; Services will be delivered entirely remotely.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) Customer's environment may include equipment that is out of warranty. Customer understands the risks of servicing affected equipment. There will be no escalation, hardware break/fix, or troubleshooting of any kind for equipment that does not have a valid warranty.
- 2) DT Services will provide the services at Customer's request to the extent that resources are available.
- 3) No penalties included during the delivery of the services.
- 4) Customer can request additional resource(s) with similar skillset from the SPOC if needed. Resources with different skillset will need to be requested via the Change Order process.
- 5) Any data recovery efforts performed by DT Services are best effort only; successful and complete data recovery is not guaranteed.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

- 1) Promptly notifying DT Services in writing of a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide DT Services with any required consent necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any work on Customer production systems.
- 4) Developing or providing documentation, material, and assistance to DT Services.
- 5) Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) As required for successful delivery of the Services, Customer will provide DT Services personnel (at no cost to DT Services) reasonable and timely access to all required environments for the term of the SOW, including free, safe, and sufficient access to Customer's facilities and environment, including parking, remote access as required, internet access, ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to DT Services), if the system does not already include these items. Facilities and power must meet DT Services' requirements for the products and Services purchased.

- 7) Prior to the start of this SOW, indicate to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the “**Customer Contact**”). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services is made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions, and approvals within one working day of the request, unless both parties agree to a different response time.
- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“**Technical Contacts**”). DT Services may request that meetings be scheduled with Technical Contacts.
- 10) Making appropriate service outage windows available for DT Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on DT Services standard templates unless both parties agree otherwise.

3.6 Service Hours

DT Services will perform the Services during a time mutually agreed upon by DT Services and Customer in writing as part of the operational documentation related to the Services.

4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **USD \$31,800.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

Program Initiation and Startup Charge

DT Services will invoice Customer upon Customer signature of the SOW the following one-time project initiation and startup charge:

One-Time Charge: **USD \$3,000.00**

*Note: Program Initiation and Startup Charge One-Time Charge calculation based on QTY *13 Project Management resource hours.

Hourly Charges

DT Services will invoice Customer the applicable charges in accordance with this SOW. Charges for Services are based on the rate card detailed below. Customer agrees that this is DT Services’ good faith estimate of the total amount of the Services required and is not a fixed charge. Customer agrees that this does not guarantee the Services will be completed within a specific timeframe or price. The charges will be invoiced on a monthly basis based upon the actual number of hours expended by DT Services in the prior billing period multiplied by the applicable hourly rates as set forth in the table below.

*Estimated Hours are based on multiple resources working simultaneously Hourly Service Rates Tab

Resource Title	Service Rate	Estimated Hours	Estimated Charge
Forensics Lead (Data Recovery)	\$405	60	\$24,300
Project Manager	\$375	12*	\$4,500
Hourly Charges Estimated Total			\$28,800
Program Initiation and Startup Charge Total			\$3,000.00
Estimated Extended Total – PO Amount			\$31,800.00

4.1 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

4.2 Expenses

Services will be delivered remotely. If Customer request an Engineer to be onsite, Customer will be responsible for any Service-related expenses including actual, reasonable, and necessary travel and living expenses DT Services incurs in connection with delivering the Services. Expenses are estimated at \$1,900.00 per week per resource and will be invoiced by DT Services based on actual expenses incurred. Expenses will be invoiced monthly.

4.3 Additional Pricing Terms

- 1) DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
- 2) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 3) The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
- 4) Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.

- 5) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
- 6) All prices are in USD and are exclusive of all applicable taxes.
- 7) During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than five (5) business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
- 8) For Services performed based on hourly rates, estimates by resource are provided for planning purposes only. Estimated hourly allocations may be redistributed from one resource to another within the confines of the estimated total defined in this section without requiring Customer pre-approval. Resource(s) assigned to this project are full time and as such are expected to work a minimum of eight (8) hours per day, per assigned individual, unless mutually agreed.
- 9) DT Services will invoice Customer no less than eight (8) billing hours per day, exclusive of scheduled vacation time, sick time, statutory holidays and scheduled partial weeks. A partial week is defined as a mid-week project start/end date.
- 10) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
- 11) Schedule delays outside of DT Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

5 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope, or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form.
- Change Validation – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay

its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than ten (10) business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

6 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) DT Services may use affiliates and subcontractors to perform the Services.
- 2) DT Services may perform all or part of the Services off-site at a DT Services location or other location.
- 3) DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency, or failure with respect to Customer's network, systems, software, data, or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
- 4) Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
- 5) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services does not provide legal or regulatory advice.
- 6) Unless this SOW specifically requires otherwise, DT Services is not providing any third-party hardware, software, documentation, tools, equipment, or other products, materials, or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services does not provide any warranty regarding, and is not liable for, any Third-

Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third-party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third-Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.

- 7) DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third-Party Products.
- 8) To the extent DT Services' liability is not anyway excluded under the Agreement, DT Services will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 9) DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 10) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 11) No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
- 12) The fees and any resource plan set forth in this document represent DT Services' good faith estimate based upon information known to DT Services prior to signing this document and the assumptions, Customer responsibilities, and other matters set forth in this SOW. However, DT Services' estimates do not represent a limit or minimum requirement. The actual resources to be deployed and the resulting fees will depend on actual experience and need during the engagement.
- 13) DT Services may cancel this Service at any time during the Service term for any of the following reasons:
 - a) Customer fails to pay the total price for this Service in accordance with the invoice terms;
 - b) Customer refuses to cooperate with the assisting analyst or on-site technician; or
 - c) Customer fails to abide by all the terms and conditions set forth in this SOW.If DT Services cancels this Service, DT Services will send Customer a written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date DT Services sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. If DT Services cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to DT Services.
- 14) The Service is not transferable by Customer.
- 15) DT Services will at its sole discretion determine the number of personnel and the appropriate skill sets necessary to complete the Services.
- 16) DT Services is supplying qualified staff to augment the Customer's work force for any project the Customer deems necessary. Customer will exclusively determine project objectives, methodologies, and scheduling of the work. Accordingly, notwithstanding anything to the contrary in the Agreement, DT Services (1) does not warrant or guarantee, and Customer shall be solely responsible for, any particular result or solution to Customer's particular needs, or any work product of DT Services supplied personnel; and (2) shall have no responsibility for any claims that work product of any DT Services supplied personnel under this SOW infringes the intellectual property of any third-party.
- 17) Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that the resources and any services provided by such resources shall be provided "as is," and Customer expressly disclaims the right to seek any damages from DT Services in connection with

this SOW and to receive the benefit of any warranties or indemnification which may be available under the Agreement.

7 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to DT Services at Bryan.Babin@dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations, and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting, or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

State of MI DTMB (Attorney General Office)	Dell Marketing L.P., or EMC Corporation, as applicable
Signature:	Signature:
Printed Name:.....	Printed Name:.....
Title:	Title:
Date:	Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services receives a purchase order (“PO”) from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the legal entity identified as “DT Services” in Section One of this SOW for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services’ affiliate Dell Marketing L.P. (“DMLP”) or EMC Corporation (“EMC Corp.”). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
State of MI DTMB	Services will be delivered entirely remotely, with no onsite resource delivery in scope.				Total of 80 resource hours

SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services and/or Operating Environment under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Solution who has sufficient knowledge of the security of the Solution and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. Contractor Responsibilities. 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 any State Data in Contractor’s or its subcontractor’s possession;
and
- (e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. 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 public and non-public State IT policies and standards, of which the publicly available ones are at <https://www.michigan.gov/dtmb/policies/it-policies>.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the Solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Standard. To the extent that Contractor has access to the State’s IT environment, Contractor must comply with the State’s Acceptable Use Standard, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information->

[Technology-Standard.pdf](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Standard before accessing State systems or Data. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State Systems if the State determines a violation has occurred.

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

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.3 ensure that the Software and State Data is securely stored, hosted, supported, administered, Accessed, and backed up in the United States or its territories. The use of Offshore Resources is not permitted;

5.4 ensure that any Customization development work is performed in the United States;

5.5 ensure the data center(s) in which Software and State Data resides minimally meets Uptime Institute Tier 3 standards (<https://www.uptimeinstitute.com/>), or its equivalent;

5.6 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 Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.7 Throughout the Term, Contractor must not provide any part of the Solution from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.8 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the Processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.9 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Solution against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Solution; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Solution; and (iii) unauthorized access to any of the State Data;

5.10 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.11 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.12 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

5.13 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and must not permit any access to, State Systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor,

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

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's (if applicable) FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Web Application Security Standard and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Authenticated interactive scanning of application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or

(b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments

(i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and

(ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release quarterly or more frequently if regulatory frameworks require and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third-Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third-party and open source software, all included third-party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third-party and open source software initially, for all updated third-party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 Contractor must ensure their infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Solution to meet the applicable requirements of this Schedule 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 the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E, ATTACHMENT 1 – CJIS

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations. The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA

and Contractor.

- 4.01 Security violations can justify termination of the appended agreement.
- 4.02 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
 - 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
 - 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
 - 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
 - 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
 - 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
 - 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative



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 **9**

to

Contract Number **MA071B7700099C**

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. Suite 200
	Farmington Hills MI 48331
	Aaron Vogler
	(231) 286-7706
	Aaron.Vogler@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY						
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCTURE						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE			
January 26, 2017	January 25, 2024	5 - 12 Months	January 25, 2025			
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 checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		January 25, 2027		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE				
\$140,827,284.00	\$44,900,000.00	\$185,727,284.00				

DESCRIPTION
<p>Effective 10/9/2024, this Contract is hereby increased by \$44,900,000.00 for continued use of the Michigan Storage Platforms and Infrastructure Pre-Qualifications Program. Additionally, the second and third available option years are executed. The new Contract expiration date is 1/25/2027.</p> <p>Please note the Contract Administrator has been updated to Shannon Romein.</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 10/9/2024.</p>



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 **8**
to
Contract Number **071B7700099**

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. , Suite 200
	Farmington Hills, MI 48331
	Aaron Vogler
	(231) 286-7706
	aaron.vogler@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 26, 2017	January 25, 2024	5 - 1 Year	January 25, 2025	
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"/>		January 25, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$123,627,284.00	\$17,200,000.00	\$140,827,284.00		
DESCRIPTION				
Effective 2/13/2024, \$17,200,000.00 is hereby added to the contract due to the growth in Next Generation Digital Infrastructure and refreshes of End of Life equipment in order to cover the known and potential purchases through the current contract expiration date of 1/25/25.				
Please note that the expiration date is corrected and updated to 1/25/2025 per the execution of the 1st available option year per change notice 6.				
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 2/13/2024.				



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 7
to
Contract Number 071B7700099

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. , Suite 200
	Farmington Hills, MI 48331
	Aaron Vogler
	(231) 286-7706
	aaron.vogler@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY							
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 26, 2017	January 25, 2024	5 - 1 Year	January 25, 2024				
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"/>		January 25, 2024			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$123,627,284.00	\$0.00	\$123,627,284.00					
DESCRIPTION							
Effective 11/27/2023, the Point of Contact for EMC is updated to Aaron Volger.							
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 **6**

to

Contract Number **071B7700099**

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. , Suite 200
	Farmington Hills, MI 48331
	Aaron Vogler
	231-286-7706
	aaron.vogler@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY							
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCTURE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 26, 2017	January 25, 2024	5 - 1 Year	January 25, 2024				
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 checked="" type="checkbox"/>		<input type="checkbox"/>		January 25, 2025			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$123,627,284.00	\$0.00	\$123,627,284.00					
DESCRIPTION							
Effective 10/9/2023, this contract hereby exercises the 1st of 5 available option years, making the new expiration date 1/25/2025.							
Please note that the Contract Administrator for the State has been updated to Lauren Stempek.							
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 **5**
to
Contract Number **071B7700099**

CONTRACTOR	EMC CORPORATION	STATE	Program Manager	Chris Marroquin	DTMB
	36555 Corporate Dr. , Suite 200			517-284-8450	
	Farmington Hills, MI 48331		Contract Administrator	MarroquinC@michigan.gov	
	Kevin Cusick			KeriAnn Trumble	DTMB
	248-957-5947			989-259-2625	
	kevin.cusick@dell.com			trumblek1@michigan.gov	
	CV0000807				

CONTRACT SUMMARY				
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 26, 2017	January 25, 2024	5 - 1 Year		January 25, 2024
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"/>		January 25, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$113,627,284.00		\$10,000,000.00	\$123,627,284.00	
DESCRIPTION				
Effective 8/24/2021, this Contract is increased by \$10,000,000 for Statewide use. Please note the Contract Administrator has been changed to KeriAnn Trumble.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 8/24/2021.				



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 **071B7700099**

CONTRACTOR	EMC CORPORATION	STATE	Program Manager	Chris Marroquin	DTMB
	36555 Corporate Dr. , Suite 200			517-284-8450	
	Farmington Hills, MI 48331		Contract Administrator	MarroquinC@michigan.gov	
	Kevin Cusick			Jordan Sherlock	DTMB
	248-957-5947			517-243-5556	
	kevin.cusick@dell.com			sherlockj@michigan.gov	
	CV0000807				

CONTRACT SUMMARY							
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
January 26, 2017	January 25, 2024	5 - 1 Year		January 25, 2024			
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"/>		January 25, 2024			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$112,627,284.00	\$1,000,000.00	\$113,627,284.00					
DESCRIPTION							
Effective October 13th 2020, this contract is increased by \$1,000,000.00 for DTMB Technical Services use.							
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/13/2020.							



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 **3**
to
Contract Number **071B7700099**

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. , Suite 200
	Farmington Hills, MI 48331
	Kevin Cusick
	248-957-5947
	kevin.cusick@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY							
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
January 26, 2017	January 25, 2024	5 - 1 Year		January 25, 2024			
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"/>		January 25, 2024			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$112,627,284.00	\$0.00	\$112,627,284.00					
DESCRIPTION							
Effective 7/1/2020 the attached statement of work is being incorporated into this contract.							
All other terms, conditions, specifications, and pricing remain the same. Per contract and agency agreement, and DTMB Procurement approval.							



DELL EMC PROJECT CHANGE REQUEST- SOM Storage & Back-up Residency

Overview																																																														
Change Request Number	PS-0315729.V1	Date Created:	06/22/2020																																																											
Project Name	State of Michigan- Storage & Back-up Residency																																																													
Primary Project Number	PS-0315729																																																													
Secondary Project Number(s)	PS-0315156																																																													
Customer	State of Michigan																																																													
SoW Number(s)	ACN13364115 & ACN13364319																																																													
Sales Order Number(s)	310853186 & 310850288																																																													
Dell EMC Project Manager	Akshay Kumar Rastogi																																																													
Project Description	SOM has engaged 5 DellEMC residents to manage their environment/infrastructure																																																													
Project Objective	DellEMC residents to manage existing & new storage/back-up infrastructure at SOM																																																													
Change Specification – Requirement/Change Needed																																																														
Change Requestor Name(s)	Akshay Kumar Rastogi																																																													
Details of Change Being Requested	<p>State of Michigan has asked for a discount of 10% in pricing for their 5 onsite residents. This will be effective starting with hours worked on July 1, 2020 through September 30, 2020.</p> <p>Current billing rate is \$127.6 per hour & it will be reduced to \$114.84 per hour after applying the requested discount.</p> <p>Below table explains the current & the discounted pricing details for July, Aug & Sept 2020-</p> <table border="1"> <thead> <tr> <th colspan="2">July 1, 2020 thru September 30, 2020</th> <th colspan="2">Current Pricing</th> <th colspan="3">Pricing w/10% Reduction</th> </tr> <tr> <th>Resident</th> <th>SoM PO #</th> <th>Billing Rate</th> <th>Last 3 Months (assuming 480 hours)</th> <th>Discounted Billing Rate</th> <th>Last 3 Months (assuming 480 hours)</th> <th>Savings to SoM</th> </tr> </thead> <tbody> <tr> <td>Venkat Ramana Singireddy</td> <td>190000006856</td> <td>127.60</td> <td>61,248.00</td> <td>114.84</td> <td>55,123.20</td> <td>(6,124.80)</td> </tr> <tr> <td>Sajan Sadanandan</td> <td>190000005644</td> <td>127.60</td> <td>61,248.00</td> <td>114.84</td> <td>55,123.20</td> <td>(6,124.80)</td> </tr> <tr> <td>Venkata Kantam</td> <td>190000005644</td> <td>127.60</td> <td>61,248.00</td> <td>114.84</td> <td>55,123.20</td> <td>(6,124.80)</td> </tr> <tr> <td>Sathyaprakash Mohandass</td> <td>190000005644</td> <td>127.60</td> <td>61,248.00</td> <td>114.84</td> <td>55,123.20</td> <td>(6,124.80)</td> </tr> <tr> <td>Bikram Regmi</td> <td>190000005644</td> <td>127.60</td> <td>61,248.00</td> <td>114.84</td> <td>55,123.20</td> <td>(6,124.80)</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">306,240.00</td> <td colspan="2">275,616.00</td> <td>(30,624.00)</td> </tr> </tbody> </table>						July 1, 2020 thru September 30, 2020		Current Pricing		Pricing w/10% Reduction			Resident	SoM PO #	Billing Rate	Last 3 Months (assuming 480 hours)	Discounted Billing Rate	Last 3 Months (assuming 480 hours)	Savings to SoM	Venkat Ramana Singireddy	190000006856	127.60	61,248.00	114.84	55,123.20	(6,124.80)	Sajan Sadanandan	190000005644	127.60	61,248.00	114.84	55,123.20	(6,124.80)	Venkata Kantam	190000005644	127.60	61,248.00	114.84	55,123.20	(6,124.80)	Sathyaprakash Mohandass	190000005644	127.60	61,248.00	114.84	55,123.20	(6,124.80)	Bikram Regmi	190000005644	127.60	61,248.00	114.84	55,123.20	(6,124.80)			306,240.00		275,616.00		(30,624.00)
July 1, 2020 thru September 30, 2020		Current Pricing		Pricing w/10% Reduction																																																										
Resident	SoM PO #	Billing Rate	Last 3 Months (assuming 480 hours)	Discounted Billing Rate	Last 3 Months (assuming 480 hours)	Savings to SoM																																																								
Venkat Ramana Singireddy	190000006856	127.60	61,248.00	114.84	55,123.20	(6,124.80)																																																								
Sajan Sadanandan	190000005644	127.60	61,248.00	114.84	55,123.20	(6,124.80)																																																								
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		306,240.00		275,616.00		(30,624.00)																																																								
Change Specification – Response (Impact to Project Baseline)																																																														
Scope Impact	NA																																																													

Minor Project Change Control Form v2.0



Resource Impact	NA
Schedule Impact	NA
Cost Impact	Reduction of \$30,624 in the total pricing from \$306,240 to \$275,616. For the period, hours, resources show in the above table (Assuming 480 hours are billed by each of the 5 residents in the next 3 months- From July 1st till Sept 30th, 2020)
Other Impact/Considerations	None



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 **071B7700099**

CONTRACTOR	EMC CORPORATION
	36555 Corporate Dr. , Suite 200
	Farmington Hills, MI 48331
	Kevin Cusick
	248-957-5947
	kevin.cusick@dell.com
	CV0000807

STATE	Program Manager	Chris Marroquin	DTMB
		517-284-8450	
		MarroquinC@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY				
PRE-QUAL PROGRAM STORAGE PLATFORMS AND INFRASTRUCT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 26, 2017	January 25, 2024	5 - 1 Year	January 25, 2024	
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"/>		January 25, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$55,000,000.00	\$57,627,284.00	\$112,627,284.00		
DESCRIPTION				
Effective April 2nd, 2020, this Contract is hereby increased by \$57,627,284. These funds are for the continuation of services by EMC for all SAN, NAS, ECS and Avamar equipment providing storage and backup services to State of Michigan agencies requiring these services.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on April 21, 2020.				



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 **071B7700099**

CONTRACTOR	EMC Corporation
	36555 Corporate Dr.
	Farmington Hills, MI 48331
	Kevin Cusick
	248-957-5947
	kevin.cusick
	*****0009

STATE	Program Manager	Mary Ladd	SW
		517-636-6156	
		LaddM@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
MICHIGAN STORAGE PLATFORMS AND INFRASTRUCTURE PREQUALIFICATION PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 26, 2017	January 25, 2024	5 - 1 Year	January 25, 2024	
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"/>		January 25, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,000,000.00	\$40,000,000.00		\$55,000,000.00	
DESCRIPTION				
Effective 8/29/2017, the State adds funding to cover anticipated future costs. 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

CONTRACT NO. **071B7700099**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	EMC Corporation
	36555 Corporate Dr., Suite 200
	Farmington Hills, MI 48331
	Kevin Cusick
	248-957-5947
	Kevin.cusick@dell.com
	0009

STATE	Program Manager	Mary Ladd	DTMB
		517-636-6156	
		LaddM@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		517-284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Michigan Storage Platforms and Infrastructure Prequalification Program			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/26/2017	1/25/2024	Five 1-Year Options	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Per Contract	
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			\$15,000,000.00

For the Contractor:

Loretta

Ortman

Sr Contracts Manager

Digitally signed by Loretta Ortman
DN: cn=Loretta Ortman, o=EMC,
ou=Federal Contracts,
email=loretta.ortman@emc.com,
c=US
Date: 2017.01.31 14:05:24 -05'00'

1/31/17

Date

For the State:



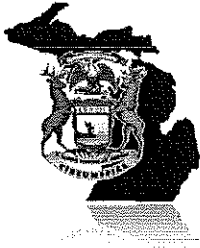
William Pemble,

Director, IT Procurement

State of Michigan

1/31/17

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and EMC Corporation ("**Contractor**"), a Massachusetts Corporation. This Contract is effective on January 26, 2017 ("**Effective Date**"), and unless terminated, expires on January 25, 2024 (the "**Term**").

This Contract may be renewed at the discretion of the State, for up to five one-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Definitions.** For the purposes of this Contract, the following terms have the following meanings:

"**Authorized Users**" means all Persons authorized by the State to access and use the Products, Services and Deliverables under this Contract, subject to the maximum number of users specified in an applicable Purchaser Order or Engagement SOW.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

"**Confidential Information**" has the meaning set forth in **Section 30.a**.

"**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 any Change Notices under this Contract. Each party's Contract Administrator will be identified in **Section 9**.

"**Contract SOW**" means the statement of work entered into by the parties and attached as **Schedule A** to this Contract.

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

"**Contractor Personnel**" means all employees of Contractor or any Subcontractors involved in the performance of Services hereunder.

"**Data Exchange Gateway**" means the State's secure electronic file transfer solution.

"**Deliverables**" means documentation, reports, and all other materials that Contractor or any Subcontractor is required to provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Contract SOW or an individual Engagement SOW.



"Dispute Resolution Procedure" has the meaning set forth in **Section 40**.

"Documentation" means 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 Products.

"DTMB" means the Michigan Department of Technology, Management and Budget.

"DTMB Business Owner" is the State individual appointed under an Engagement SOW to (a) monitor and coordinate the day-to-day activities of the Engagement SOW, and (b) in the case of the State, co-sign off on its notice of acceptance for all Services and Deliverables. The Contractor will identify a similar resource that will be identified in the Engagement SOW.

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

"Engagement SOW" means a statement of work entered into by the State and Contractor for the provision of specified Services and Deliverables by the Contractor or its Subcontractor.

"Incident" means any interruption in Services.

"Intellectual Property Rights" means all or any of the following: (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 associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works 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.

"ITAM" means the State's Information Technology Asset Management System.

"ITRAC" means the State's web application for requesting and tracking IT commodity, maintenance, and service purchases.

"Key Personnel" means any Contractor Personnel identified as key personnel in the Statement of Work.

"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 or Losses" 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.



"OEM" Original Equipment Manufacturer

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

"Products" means hardware, software, components, and accessories that are sold to or provided to the State.

"Recycling" The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

"Reports" means any and all reports that Contractor is obligated to or otherwise does provide under the Contract SOW.

"Representatives" means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

"Reuse" means using a product or component of municipal solid waste in its original form more than once.

"RFP" means a Request for Proposal.

"Services" means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or an Engagement SOW.

"SIGMA" means the Statewide Integrated Governmental Management Applications, which is the State's future ERP system.

"SLA" means Service Level Agreement

"SPOC" means a Single Point of Contact.

"State" means the State of Michigan.

"State Data" has the meaning set forth in **Section 29.a.**

"Stop Work Order" has the meaning set forth in **Section 20.**

"Subcontractor" means any Person with whom Contractor contracts with to provide Services or Deliverables under an Engagement SOW.

"Supplier" means any third-party manufacturer, publisher, supplier or material provider that provides Products to the State.

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



"Transition Period" has the meaning set forth in **Section 23**.

"Transition Responsibilities" has the meaning set forth in **Section 23**.

"Unauthorized Removal" has the meaning set forth in **Section 7.d.ii**.

"Unauthorized Removal Credit" has the meaning set forth in **Section 7.d.iii**.

"User Data" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

"Verifiable Price Index" ("VPI") mean prices recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by Contractor and is published or otherwise available for customer inspections.

2. **Ordering.** Products, Services and Deliverables must be ordered by one of the following two methods:

- a. **Engagement Statements of Work.** The State may order Services and Deliverables pursuant to an Engagement SOW. For billing purposes, all Engagement SOWs must have an associated Purchase Order issued by the State. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY ENGAGEMENT SOW ENTERED INTO BETWEEN THE PARTIES.

Engagement SOWs entered into under this Contract shall be developed and agreed to by the parties as set forth below:

- i. The State shall deliver its proposed Engagement SOW to the Contractor engaged to perform the Services, whereupon the Contractor shall review and approve, or raise any exceptions or clarifications to the State's proposed Engagement SOW. If Contractor raises any such exceptions, the parties shall negotiate in good faith to amend the proposal, provided that:
 1. to the extent that the Contractor's response does not comply with the requirements of this Contract and the business requirements set forth in the State's proposed Engagement SOW, it shall be amended to so comply; and
 2. either party may terminate negotiations if the parties fail to agree on a final Engagement SOW.
 - ii. Upon the parties' agreement to a final Engagement SOW, each party shall cause the same to be signed by its duly authorized representative. The only individual authorized to sign on behalf of the State is the DTMB Business Owner, who must sign for the final Engagement SOW to be valid. Upon its mutual execution, the final Engagement SOW shall be attached to its associated Purchase Order.
- b. **Purchase Orders.** The State may order Products, Services and Deliverables pursuant to a Purchase Order issued by the State, and signed by Contractor. The State reserves the right to cancel any Purchase Order at any time prior to shipment of the Products or delivery of the



Services or Deliverables and shall not be subject to any charges or other fees whatsoever as a result of such cancellation. The State may, by written communication, make changes to any Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate. Notwithstanding the foregoing, if Contractor's quote contains notice of non-returnable or non-cancelable Products, the previous two sentences shall not apply. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY PURCHASE ORDERS ISSUED BY THE STATE.

3. **Invoicing.** Requirements for invoicing are set forth in the Contract SOW. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY INVOICES.
4. **Quotes.** Requirements for quotes are set forth in the Contract SOW. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY QUOTES
5. **Delivery.** Delivery requirements are set forth in the Contract SOW and any applicable Purchase Order requirements.
6. **Warranty.** For orders placed under a Purchase Order, to the extent permitted by the Supplier, Contractor will assign to the State all manufacturer or publisher's warranties on all Products. For orders placed under an Engagement SOW, the terms of the Engagement SOW will control Contractor's and Subcontractor's warranty obligations, if any. For EMC products, the EMC warranty attached as **Schedule C** will apply, except as otherwise agreed herein.
7. **Performance of Services.** Contractor, and all Subcontractors will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and specifications set forth in this Contract, the Contract SOW, and any applicable Engagement SOW.

a. State Standards

- i. The Contractor and all Subcontractors must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>
- ii. To the extent that Contractor or any Subcontractor has access to the State's computer system, Contractor or Subcontractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476--,00.html. All Contractor and Subcontractor 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 or Subcontractor's access to the State's system if a violation occurs.

b. Contractor Personnel

- i. Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
- ii. Prior to any Contractor personnel performing any Services, Contractor will:
 1. ensure that such Contractor personnel have the legal right to work in the United States; and



2. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
 - iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
 - iv. The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.
- c. **Background Checks.** If Contractor or its Subcontractor will have access to State systems, State facilities, or State Data, upon request, Contractor must perform background checks on all employees and Subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- d. **Contractor's Key Personnel**
- i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Contract Administrator, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
 - ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State, not to be unreasonably withheld, is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key 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 Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 21**.
 - iii. 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 21**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):

1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

8. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Jarrold Barron DTMB Procurement State of Michigan 525 W. Allegan, 1 st Floor Lansing, MI 48933 BarronJ1@michigan.gov 517-284-7045	Pam Kunhart Manager, SLED Strategic Contracts & Program Office Dell EMC State, Local Government & Education Industry 2999 Douglas Blvd, Ste 275, Roseville, CA 95661 O (916) 797-7052 M (916) 425-3739 Pamela.Kunhart@Dell.com

9. **Contract Administrators.** The following individuals are each party's Contract Administrator:

If to State:	If to Contractor:
Jarrold Barron DTMB Procurement State of Michigan 525 W. Allegan, 1 st Floor Lansing, MI 48933 BarronJ1@michigan.gov 517-284-7045	Pam Kunhart Manager, SLED Strategic Contracts & Program Office Dell EMC State, Local Government & Education Industry 2999 Douglas Blvd, Ste 275, Roseville, CA 95661 O (916) 797-7052 M (916) 425-3739 Pamela.Kunhart@Dell.com

10. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a Subcontractor's performance; (b) be primary and



non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<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	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 – see endorsement.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Coverage must follow form of underlying primary policies.
Automobile Liability & Hired and Non-Owned Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$4,000,000 Each Occurrence \$4,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Privacy and Security Liability (Cyber Liability)	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	

If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Services; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; 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.



Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 30 calendar days of the expiration date of the applicable policies; and (b) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver. The insurer for each insurance policy required herein shall provide notice of cancellation subject to the notification provisions of the policy.

This Section 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).

11. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 2% 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
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
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.

12. **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 Products, Services, and Deliverables at the established Contract prices and terms. The State reserves the right to 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.

13. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any Subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

14. **Intellectual Property Rights.**

- a. **Reports.** As to any Reports, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in such Reports and all associated Intellectual Property Rights, if any.. Such Reports are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Reports and related Intellectual Property Rights do not



qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Reports, including all Intellectual Property Rights therein, except however, that Contractor will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of the agreement between the parties or that it develops or acquires from activities independent of the service performed under the agreement between the parties ("**Background IP**") Contractor hereby grants to the State and its Authorized Users a perpetual, non-exclusive, world-wide, fully paid and royalty free license to use Background IP for its internal business purposes only (without the right to sublicense to any third parties).

- b. Non-Report Deliverables. Intellectual Property Rights with respect to non-Report Deliverables will be governed by the individual license agreement or Engagement SOW that pertain to that particular Deliverable. EMC products will be subject to the End User License Agreement as attached in Schedule C.

- 15. **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
- 16. **Change of Control.** Contractor will notify the State, at least 30 calendar days before the effective date, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

17. **Acceptance.**

- a. Products, Services and Deliverables are subject to inspection and testing by the State in accordance with the Contract SOW and any applicable Purchase Order requirements.
- b. Unless otherwise specified in the applicable Engagement SOW, all Services and Deliverables provided under an Engagement SOW are subject to the acceptance procedures set forth below:
 - i. All Services and Deliverables are subject to inspection and testing by the State within 15 Business Days of the State's receipt of them. The Services and Deliverables must be accepted in writing by the State's Business Owner. If the State finds deficiencies in the Services and Deliverables, it may: (1) demand performance at no additional cost, in the form a written notice to cure; or (2) reject the deficient Services and Deliverables without performing any further inspections, and terminate the Engagement SOW and associated Purchase Order, in whole or in part, in accordance with Section 22. The State's failure to provide notice of acceptance or deficiencies within 5 Business Days of the expiration of the inspection or testing period will constitute acceptance of the Services and Deliverables.
 - ii. Within 15 Business Days from the date of Contractor's receipt of a notice to cure, Contractor must cure, at no additional cost, the noted deficiencies and deliver acceptable Services and Deliverables to the State.



- iii. If Contractor is unable or refuses to correct the noted deficiencies within the time response standards set forth in subsection (b) above, the State may terminate the Engagement SOW and associated Purchase Order, in whole or in part, in accordance with Section 21. The State, or a third party identified by the State, may provide the Services and Deliverables and the State may recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

18. **Terms of Payment.** All undisputed amounts are payable within 45 days of the State's receipt of a valid invoice Contractor may only charge for Products, Services and Deliverables provided as specified in the Purchase Order or Engagement SOW. It should be noted that certain major purchases are required to go through the State's leasing process and may cause up to a 6 week delay in payment processing. This shall not be construed as a requirement upon the Contractor to provide leasing options for the represented products. In the event of a lease, a manual invoice shall be submitted by the Contractor for non-leasable items. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Products, Services and Deliverables purchased under this Contract are for the State's exclusive use. Provided the State delivers to Contractor its tax-exempt certificate, Contractor will not add any sales or use tax to the price of Products or Services.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Products, Services or Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

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.

19. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the Contract Statement of Work, or an Engagement SOW if applicable.
20. **Stop Work Order.** The State may suspend any or all Services under the Contract, an individual Purchase Order or an individual Engagement SOW at any time. The State will provide Contractor, or Subcontractor if applicable, a written stop work order detailing the suspension. Contractor, or Subcontractor if applicable, must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract. Unless the work covered by the stop work order is subsequently terminated for cause, the State will pay Contractor reasonable, direct and verifiable costs resulting from the stop work order. Further, the parties will agree upon an equitable adjustment with respect to Contractor Personnel staffing requirements, if as a result of the stop work order, its staffing of the project is affected by such stop work order. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section 20.
21. **Termination for Cause.** The State may terminate this Contract, an individual Purchase Order or an individual Engagement SOW for cause, in whole or in part, if Contractor or its Subcontractors, as determined by the State: (a) endangers the value, integrity, or security of any State location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary



bankruptcy proceeding filed against it by any creditor; (c) fails to perform Services under an Engagement SOW with sufficient personnel and equipment or with sufficient material to ensure adequate performance of the Services; (d) breaches any of its material duties or obligations under this Contract, an individual Purchase Order, or an individual Engagement SOW; or (e) fails to cure a breach within 30 days after a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 23**, Transition Responsibilities. If it is later determined that Contractor was not in breach of the 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 22**, Termination for Convenience.

The State will only pay for amounts due to Contractor for Products, Services and Deliverables accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all direct and verifiable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, and court costs.

22. **Termination for Convenience.** The State may terminate this Contract, an individual Purchase Order or an individual Engagement SOW on 30 days written notice, in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor or Subcontractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 23**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
23. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such 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 Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, 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 materials, data, property, and Confidential Information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
24. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all third-party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right of any third party caused by Contractor or Subcontractor; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligent



action or inaction by Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any negligent acts or omissions of Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable).

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; and (iii) employ its own counsel. Contractor will not, without the State's 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. 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.

25. **Infringement Remedies.** If, in either party's opinion, any of the Services or Deliverables supplied by Contractor or its Subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
26. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE PURCHASE ORDER OR ENAGEMENT STATEMENT OF WORK GIVING RISE TO THE CLAIM.
27. **Disclosure of Litigation, or Other Proceeding.** Unless precluded by law, Contractor must notify the State within 14 calendar days of receiving notice of litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a Subcontractor, or an officer or director of Contractor or Subcontractor, that arises during the term of the Contract, that would have a material effect on Contractor's performance under this Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
28. **State Data.**



- a. 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 survives the termination of this Contract
- b. Contractor Use of State Data. The Parties agree that Contractor will not provide hosting or cloud services requiring access, use, processing or storing State Data under this Contract or any Engagement SOW. Unless expressly specified in an Engagement SOW, the Services to be provided by Contractor will not require or involve access, collection, use, processing, storing, or generating any State Data. The State will not enable, and will use commercially reasonable efforts to prevent access and disclosure of State Data to Contractor. Contractor will use commercially reasonable efforts to prevent gaining access to State Data. If Contractor inadvertently receives access to State Data in the performance of Services despite the parties' efforts, then Contractor shall handle such State Data in accordance with Section 29. If the parties enter into an Engagement SOW that expressly identifies that Contractor or its Subcontractor will require access to State Data to be utilized by Contractor or its Subcontractor in the provision of Services, Contractor will be provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Compromise of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than seventy-two (72) 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. This Section survives termination or expiration of this Contract.

29. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, 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) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (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). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. 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 a Subcontractor is permissible where: (a) use of a Subcontractor is authorized under this Contract; (b) the



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

- c. 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 and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
 - d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
 - e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar 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; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
30. **Data Privacy and Information Security.** Without limiting Contractor's obligation of confidentiality as further described, 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 State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and Subcontractors of Contractor, if any, 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 shall be provided to Contractor, which shall be treated as Confidential Information.
31. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may, upon 30 days prior written notice, audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.



After providing the notice specified above, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any Subcontractor that performs Services in connection with this Contract.

32. Warranties and Representations. Contractor represents and warrants to the State that:

- a. it will perform all Services in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under the applicable Statement of Work;
- b. the Services and Deliverables provided by Contractor will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;
- c. it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations;
- d. all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading;
- e. it acknowledges that the State cannot indemnify any third parties, including but not limited to any Suppliers or Subcontractors. Notwithstanding anything to the contrary contained in any third-party license agreement or end user license agreement, the State will not indemnify any third-party for any reason whatsoever during the term of this Contract. EXCEPT AS EXPRESSLY STATED HEREIN CONTRACTOR, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUBCONTRACTORS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SERVICES, AND DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR SUITABILITY; OR (2) RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.

A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 21**, Termination for Cause.

- 33. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any Subcontractor that performs Services in connection with this Contract.



34. **Compliance with Laws.** Both parties must comply with all federal, state and local laws, rules and regulations.
35. **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.
36. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
37. **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 Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
38. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Products, Services, and Deliverables from other sources.
39. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster, acts of God, or supply chain disruptions not caused by Contractor that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its Subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
40. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to each party's respective Contract Administrator. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
41. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
42. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.



43. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
44. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
45. **Entire Agreement.** This Contract, including the Statement of Work, 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 the Statement of Work or other document, the following order of precedence governs: (a) first, this Contract; (b) second, the Statement of Work; (c) third, attachments and exhibits to the Statement of Work. EXCEPT FOR LICENSE AGREEMENTS WITH SUPPLIERS AGREED TO IN WRITING BY THE STATE, NO TERMS ON ANY INVOICE, QUOTE, PURCHASE ORDER, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE PRODUCTS, SERVICES, OR DELIVERABLES (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION, WHETHER BY CONTRACTOR, SUPPLIER, OR SUBCONTRACTOR, 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, EVEN IF ACCESS TO OR USE OF SUCH PRODUCT, SERVICE, DELIVERABLE (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
46. **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 product conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document. 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. Any additional compliance requirements shall be specified in the Statement of Work.



STATE OF MICHIGAN

Contract No. 071B7700099

Michigan Storage Platforms and Infrastructure Prequalification Program

SCHEDULE A

STATEMENT OF WORK

EXHIBIT 1 – General Overview

1.0 GENERAL OVERVIEW

1.0.1 PURPOSE

The purpose of this Contract is to obtain hardware and software technologies to refresh, modernize and simplify the State's existing data storage technology infrastructure. The State is seeking to incorporate technologies that provide unified management across disparate systems and enable workflow automation to accelerate provisioning times and reduce operational support burden. These objectives must be met with standard-based technologies capable of supporting integration of new fabric, storage, and continuity platforms with existing technologies which have remaining usable life. This Contract provides for the procurement of hardware, software, maintenance **and limited services** for the following technologies that are further described in Exhibit 2 of Contract:

- ORCHESTRATION TECHNOLOGY (See 1.1.3.1)
- FABRIC TECHNOLOGY (See 1.1.3.2)
- STORAGE TECHNOLOGY (See 1.1.3.3)
- CONTINUITY TECHNOLOGY (See 1.1.3.4)
- GENERAL SERVICES (See 1.1.4.1)
- RELATIONSHIP MANAGEMENT SERVICES (See 1.1.4.2)

The Contractor shall implement all technology products so they are deployed in such a way that accommodates the State's 100% uptime and availability goal. All integration activities, migration approaches, and upgrades over the product's lifecycle must be capable or designed in such a way that enables zero disruption to services provided to agency consumers. Coexistence in a heterogeneous environment must maintain principles of low complexity without the need to run components in interoperability modes that reduce feature sets or the value of the product to the State. The State generally seeks to procure hardware equipment and/or software technologies within timeframes that enable commencement of installation for the new product(s) within 90 days of lifecycle expiration for existing fabric, storage, and continuity platforms.

Through this Contract, the State intends to apply technologies to deliver a future state that enables:

- Integration with and enhancement of an existing service catalog available to all agency consumers to reduce response and provisioning times related to requests for new storage resources or expansion of existing resources.
- Improvement in the configurability of storage resources directly by the consumer, in accordance with business logic rules that govern their access and provisioning limits, without requiring access to any user interface other than the DTMB Service Catalog.
- Reduction of the time & effort required for storage architects to assess agency business requirements and right size storage resources.
- Reduction of the operational burden and costs associated with provisioning, growing, operating, and maintaining storage platforms.
- Automation of the placement of storage volumes based on cost, capacity, performance, availability, and durability objectives of the consumer across file, block, & object platforms.
- Exposure of vendor product/platform APIs to an existing BMC Blade Logic environment to aid in custom development of automation & orchestration rules using the service catalog.



This is a non-exclusive Contract and the State is not obligated to spend the estimated contract value on the contract signature page of the agreement as it is only an estimate.

1.0.2 PROGRAM

The Michigan Storage Platforms and Infrastructure Prequalification Program is supported by a bid process to compete for the State's IT purchases that are in scope for Exhibit 2. Under normal circumstances, the State intends to conduct a bid process with all Contractors that provide the requested product or service, but reserves the right to engage with a single Contractor at its discretion.

1.0.3 IN SCOPE

The scope and requirements related to the purchase of specific hardware, software, maintenance and services are noted in Schedule A, Exhibit 2. The State reserves the right to refresh the vendor pool (increase or decrease) annually as it sees fit in the best interest of the State.

Contract shall be available to the State's MiDEAL Program and other states. The MiDEAL program allows local government partners and other states to use State contracts for their procurement needs. Contractor will provide all available products and services to MiDEAL members at their option. The value of MiDEAL procurements will count toward the State's aggregate purchase volume for purposes of calculating volume discounts.

1.0.4 OUT OF SCOPE

The following technology areas and platforms are out of scope for this Contract:

- Telecommunications assessments, services, materials, or circuit contracts for or related to inter-site connectivity.
- Physical data center environmental equipment or services related to air-handling, power, or physical security.
- Software whose primary function is providing ticket routing or support time tracking capabilities.
- Services or equipment related to existing Oracle Exagrid, Unisys Mainframe, and NCR Teradata data warehouse environments & their associated storage.

New products and services may be added to the Contract as requested by the State Program Manager.

1.0.5 REQUIREMENTS/DELIVERABLES FOR ALL PRODUCTS

Contractor will provide State-approved products and services; the State will approve all additions, deletions, or changes to the State-approved products. At the State's request Contractor will source and quote new products and services, including one-time purchases

Contractor must provide the following information upon request from the State:

- Detail outlining the recommended product(s), the product's architecture, and how 100% availability can be achieved.
- A written statement attesting to commercial and general availability in the North American marketplace for the product.
- The products' roadmap for hardware and/or software product releases and updates.
- The standard lifecycle or period of general availability for each major product, including when the proposed product is estimated to transition into end-of-life and end-of-support phases by the manufacturer.

1.0.5.1 ERP INTEGRATION

1.0.5.1.1 RESERVED

1.0.5.1.2 Future ERP Integration

The State is currently engaged in a project to implement the new State-wide Integrated Governmental



Management Applications (SIGMA) ERP System, which is based on the CGI Advantage suite of applications. This is expected to replace ITRAC and other legacy State systems and become the new requisition and procurement system for the State. Migration to SIGMA is tentatively targeted for 2017.

Contractor shall, at no additional cost to the State, work with the State's ERP Solution when the State migrates purchasing operations to the new system. Contractor will work with the State's identified ERP migration project team to obtain specific integration requirements.

1.0.5.2 MIDEAL PROGRAM

Contract shall be available to members of the State's MiDEAL Program. This program allows local governments, other states, and other authorized entities to use State contracts for their procurement needs. The State does not restrict what products and services are available through MiDEAL, so long as they meet the Contract's scope. Please see Sections 11 and 12 of the Terms and Conditions for additional MiDEAL Requirements.

1.0.5.3 ORDER PROCESS

1.0.5.3.1 Order Processing

Upon receipt of an approved, executed purchase order, Contractor will fully validate the order to make sure that each product is still valid and that each price is correct.

- i. If the product is valid but the list price is lower than the price quoted on the original order, the lower price will be invoiced.
- ii. If the list price is higher than an active quoted price, the quoted price will be applied to the order.

After the order is validated, Contractor will send an acknowledgement to the order submitter.

1.0.5.4 SUBSTITUTIONS

Substitutions may be made when the product is not available because the manufacturer has discontinued its production or due to a documented product constraint. Contractor must notify State of substitutions before sending the replacement product for State approval.

Contractor will offer an equivalent or better substitute at or below the original price, with the State's permission. The offering being substituted must be from the same manufacturer as the product that is discontinued or unavailable.

Contractor will provide the State with written documentation substantiating the need for substitution and that the requirements are met by the product being substituted. The State will review the information submitted and determine in its sole discretion whether substitution is acceptable.

1.0.5.5 DELIVERY

The Contractor will deliver the product(s) as listed on the State's order. Unless otherwise specified within an individual order, the following are applicable to all orders issued under this Contract. Specific delivery metrics and Service Level Agreements (SLA's) are detailed in Section 1.0.13 Contract Performance, below.

Products purchased and services performed under this Contract shall be delivered to a F.O.B. Destination specified by the State upon issuance of individual purchase orders. The location will be specified at time of delivery. The Contractor is responsible for ensuring the products are transported from the delivery vehicle to the delivery point specified.

Contractor will provide the following delivery options:

- Standard Delivery, meaning where the product is delivered to a fixed delivery point (such as a State Warehouse) and State employees perform the unloading of the truck for the logistics company. Loading dock is available.



- Inside Delivery, meaning where the product is delivered to a location inside of a State building location. Contractor's logistics company is responsible to unload the delivery vehicle. Loading dock may or may not be available.

Items shall not be considered delivered if they are refused due to damage or otherwise considered not to meet original order specifications.

Contractor will provide options to the State for Overnight and Second Day delivery.

1.0.5.6 SHIPMENT NOTIFICATION

For each order submitted, the Contractor will send e-mail notifications to the order's submitter by the next business day, concerning shipment and expected delivery dates.

1.0.5.7 ACCEPTANCE CRITERIA FOR DELIVERY

The State will consider products accepted when delivery of product is made to the specified delivery address, complete packing slips with applicable serial numbers are provided to the State, and equipment passes inspection. Equipment discovered to be damaged, defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the equipment or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

Contractor will not invoice for equipment, and the State will not authorize payment of invoices, until both of the above conditions have been met.

Contractor is responsible to ensure that a copy of the signed receiving documents are forwarded to the State before payment will be authorized.

1.0.5.8 PACKAGE LABELS AND PACKING SLIPS

1.0.5.8.1 RESERVED

1.0.5.8.2 Packing Slips

Contractor shall provide a packing slip for each physical shipment. The packing slip shall display:

- a. Purchaser's Name (Procurement Liaisons name)
- b. Ship to address
- c. Order Date
- d. Shipped from (Vendor) information
- e. Shipping Carriers Name
- f. Carriers Tracking Number
- g. Date Shipped
- h. Total Number of Packages
- i. State Purchase Order (PO) Number (or MiDEAL P.O.)
- j. Item / Part Number
- k. Line item description
- l. Quantity ordered
- m. Quantity included in shipment (of total quantity ordered)
- n. Any back order items and date they will be filled
- o. Equipment serial number

1.0.5.9 RETURNED PRODUCTS AND DECOMMISSIONS

1.0.5.9.1 Delivery Errors

Contractor will provide a product return process that protects the State from any financial obligation and/or costs arising from the delivery of incorrect or wrong and damaged products. This must cover Dead on Arrivals (DOA), damaged products, duplicate deliveries, and incorrect product deliveries.

**1.0.5.9.2 Returns or Amendments at State's Request**

Contractor will provide an order cancellation and amendment process that will allow the State to return products up to thirty (30) business days from the date of receipt at no cost. The State may cancel an order prior to shipment at no cost.

1.0.5.9.3 Decommissions

Contractor agrees, represents, and warrants that any and all decommissions of hardware, equipment, software, and other Deliverables will be properly decommissioned by the OEM or an authorized, trained, and certified OEM technician, and that under no circumstances will Contractor provide any unauthorized OEM decommissioning services.

1.0.5.10 PRODUCT RECALL NOTIFICATIONS

Contractor must provide prompt notice to the State Program Manager in writing of any product recall within three business days. Contractor will also inform the State Program Manager of any potential recalls that Contractor is aware of that could or would impact State purchasing of such products.

1.0.5.11 PROCESS FOR OBTAINING QUOTES

Contractor will provide a quoting service for products and services ("Quote Desk"). The Quote Desk must also be available in the event an emergency situation. The Quote Desk will facilitate the State's communication with OEM's and Publishers so that the State may uniquely configure hardware and software solutions, obtain technical guidance or expertise, and any other information needed for the basis of quotes.

Quotes for hardware, software or maintenance will be valid for a period of ninety (90) business days from the date the quote is received. Quotes will be subject to change if any quoted component becomes unavailable. Contractor will notify the State of this occurrence. Contractor will then submit a revised quote to the State to satisfy the request, along with explanation.

For any Software quote request where Contractor, or the manufacturer requires the State to sign or agree to a licensing agreement, the Contractor will furnish the licensing agreement and software model as an attachment to the quote.

The State acknowledges that any software purchased from the Contract is subject to the EULA, which is attached as Schedule D.

1.0.6 ENGAGEMENT STATEMENT OF WORK PROCESS

Unless where otherwise specified, Engagement Statements of Work (SOW) shall be used to define engagement-specific services. Please refer to Schedule A, Exhibit 2 for specific services allowable through this Contract. Services purchased from this Contract must comply with the Contract's allowable scope. See Exhibit 3 for the Service Engagement Statement of Work Template.

At the State's request, the Contractor will develop and propose in writing a solution, including price that shall be valid for 90 business days. The proposed solution will be submitted to the requestor within 10 business days from the request.

DTMB will execute a Statement of Work through a purchase order.

1.0.7 RESERVED**1.0.8 REPORTS**

Contractor shall publish the following reports for authorized users, and make available as identified below, and update at minimum according to the frequencies listed below.

1.0.8.1 RESERVED

**1.0.8.2 MONTHLY REPORTS**

Contractor will provide the following reporting solutions:

Vendor Activity Report

Contractor will provide a monthly report of all activities transacted under the contract, which will include:

- Purchase Orders Processed
- Purchase Orders Fulfilled, including days to delivery
- New OEM's Provided
- Invoices Issues
- Invoices Paid
- Quotes Requested and Provided, including days to provide

Aged Receivable Report

Contractor will provide a monthly report of all past-due State invoices for payment under the contract, which will include:

- Invoice Number
- Purchase Order Number
- Invoice Issue Date
- Invoice Due Date
- Days Past Due
- Invoice Status

DOA Report/Warranty Report

Contractor will provide a monthly report of all products noted as Dead On Arrival (DOA), whose delivery was refused.

- SOM PO Number
- Product Description
- Manufacturer Name
- Model Number
- Product Category
- Serial Number
- Warranty End Date
- New Serial Number
- Incident Date
- New Order Ship Date
- Problem Description

1.0.8.3 RESERVED**1.0.8.4 QUARTERLY AND ANNUAL REPORTS**

Contractor will report, within ten (10) days of the end of each quarter the following summary reports:

- Metrics and SLA Summary, showing all SLA's (for each unmet SLA, detailed explanation must be provided)
- Warranty and Maintenance Services Summary, including % of services that met SLA
- Quarterly Purchases Volume
- MiDEAL Members Purchase Volumes
- Warranty, Maintenance, & Subscription Expiration Report, up to six months in advance.
- State administrative fees collected and payable

The State may require new or different reports over the Contract's term. Contractor will work with the State to revise reports.



Contractor will provide the following annual reports:

- SLA Report
- Active Service Engagements
- Annual Purchase Volumes
- MiDEAL members Purchase Volumes

1.0.8.5 AD-HOC REPORTS

Contractor will provide the ability to generate ad-hoc electronic reports using a report template or other easy to use query tool. Reports must be electronic in the State-requested format. These reports will be made available free of charge as often as needed by the State.

1.0.8.6: REPORT DASHBOARD

Contractor will provide an online dashboard with the following reports, which shall be updated monthly:

- Metrics and SLA's
- Volume of End-user Devices ordered by category
- Volume of product ordered by manufacturer
- Program Activity Volume:
 - Number of orders
 - Number of quotes
 - Number of SOW's
 - Dollars Spent
 - Savings realized in relation to the proposed cost model

1.0.9 CONTRACTOR STAFF, ROLES & RESPONSIBILITIES

The Contractor is responsible for:

- Monitoring and proactively resolving issues with delivery dates, quality of products/services, mean time between failure after repairs, billing/invoicing, and other service level agreements.
- Notify the State Program Manager within one business day when products are constrained or otherwise unavailable so that the State Program Manager can work with the Contractor to find an appropriate means to resolve these issues.
- The Contractor, its subcontractors and subcontracted staff shall comply with all security standards and the security access requirements for individual State facilities.

The State may, at its sole discretion and expense, conduct a background check of any Contractor resource who is proposed to perform services under this Agreement at a State site, provided that the background check complies with all applicable local, state and federal laws. The State will notify Contractor whether the Resource has or has not passed the background check. No other information, including any detail about the checks performed or results obtained, will be provided to the Contractor. If the State notifies Contractor that the resource has not passed, Contractor will not assign that resource to perform the services. The State will treat any such information provided by, and/or obtained about, a resource as part the background check process as Confidential Information.

1.0.9.1 TECHNICAL SUPPORT

The State reserves the right to obtain OEM/Publisher technical support for all products and services on this contract.

1.0.9.2 KEY PERSONNEL

The State has identified the following as Contractor **key personnel** for this project:

1. Single Point of Contact (SPOC)
2. Contract Program Manager (CPM)
3. Contract Transition Manager

1.0.9.2.1 Single Point of Contact (SPOC)



The Contractor will identify a SPOC for State and MIDEAL authorized personnel to call to obtain order and delivery statuses and to resolve issues (such as configurations, price, returns, inquiries, delivery status questions, etc.), billing/invoicing issues, warranty work, technical advice and remedial maintenance. Access to the SPOC will be provided through a toll free line to the State and MIDEAL Members. This SPOC will be available after business hours for issue escalation.

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

1.0.9.2.2 Contract Program Manager (CPM)

The Contractor will identify a **Contract Program Manager (CPM)** who will also serve as Technical Lead to oversee all aspects of the Contract including the management of all vendor personnel. The CPM will work closely with the designated personnel from the State. The CPM will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The CPM to oversee all aspects of the statewide Contract for the commodity awarded, including the management of all customer representatives and personnel identified in the Contract. The CPM's responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors
- Develop the initial project plan and schedule, and update as needed for the Contract implementation and administration of the Contract.
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day activities of the Contract team
- Assess and report project feedback and status
- Escalate issues, risks, and other concerns
- Review all deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare documents and materials
- Provide the relationship management deliverables in Section 1.1.4.2.6 of the Contract

1.0.9.2.3 Contract Transition Manager

Contractor will identify a Contract Transition Manager (This person may also be assigned as SPOC or CPM) to oversee all aspects of transition and implementation of the Contract as described in Section 1.0.12. The Contract Transition Manager will remain Key Personnel until successful transition to operations of all Contract activities. Likewise, Contractor will identify a Contract Transition Manager as Key Personnel to oversee all aspects of transition at Contract's end, as described in 1.0.12.

1.0.9.2.4 Organizational Chart

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. When changes occur to the organizational structure an updated organizational chart must be sent to the DTMB Buyer and the State Program Manager within 2 weeks.

1.0.9.2.5 Contractor Identified Key Personnel

Single Point of Contact	Contract Program Manager	Contract Transition Manager
Kevin Cusick Kevin.Cusick@dell.com	Jason Cornell Jason.Cornell@dell.com	Kevin Cusick Kevin.Cusick@dell.com

1.0.9.2.6 Work Location



The work is to be performed, completed, and managed at the following locations:

- The Greater Lansing Area
- The Greater Grand Rapids Area
- Metropolitan Detroit Area
- All other State facilities as assigned

1.0.9.2.7 Work Hours

Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project. The Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

1.0.9.2.8 Travel and Expenses

No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by the Contractor. Travel time will not be reimbursed.

1.0.10 ROLES & RESPONSIBILITIES OF THE STATE

State will assign a Program Manager or designee as a single point of contact for all communications. The State Program Manager or designee will:

- Serve as the State's Point of Contact between the Contractor and all other individuals participating in this Contract.
- Review and approve Contract product and support offerings including service levels, delivery times, performance metrics, cost basis and price.
- Act as the authority for determining compliance with SLA's.

See Contract cover page for State Program Manager name and contact details.

1.0.10.1 DTMB BUSINESS OWNER

The DTMB Business Owner or their designee, representing the business units involved will provide the vision for the business design and how the solution shall provide for that vision. They shall be available on an as needed basis and be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the vendor's project manager, with 48 hours' notice of a deadline
- Recommend modifications for scope, resources, and budget to the Program Manager
- Ensure senior management commitment to the initiative
- Approve the schedule, Project Plan and other written documents
- Provide State facilities, as needed
- Facilitate coordination between various external vendors
- Facilitate communication between different State departments/divisions
- Review and sign-off of timesheets and invoices
- Escalate outstanding/high priority issues
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements



- Document and archive all important decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

1.0.11 CONTRACT PROGRAM IMPLEMENTATION

The Contractor will provide sufficient staff that will have explicit responsibility for the administration of this Contract along with responsibility for planning all Contract transition start up activities, day-to-day Contract processes, and the subsequent transitional activities at the end of this Contract.

1.0.12 TRANSITION PLAN AT THE END OF THE CONTRACT

Along with all requirements and responsibilities specified in Section 24 of the Contract Terms and Conditions, Contractor will provide:

- **Transition Plan.** The Contractor will work together with the State and/or a Third Party Provider to develop a transition plan (the "Transition Plan") setting forth the respective tasks to be accomplished by each Party in connection with the Transition and a schedule pursuant to which such tasks are to be completed. The Contractor will also participate in the execution of the Transition Plan by performing tasks mutually agreed upon in the development of the Transition Plan.
- **Knowledgeable Personnel.** The Contractor will make available to the State or the Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to develop products and services to the State.
- **Single Point of Contact.** The Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

1.0.13 CONTRACT PERFORMANCE

1.0.13.1 METRICS

The Contractor and the State of Michigan will establish procedures to manage all the service providers to be used under this contract. The State and the Contractor will monitor performance throughout the course of this Contract.

The Contractor will monitor the performance and coverage of all warranty and maintenance services. In addition to monitoring of repair cases, the Contractor will meet regularly with service providers to discuss performance metrics, issues affecting the industry or clients, new initiatives, and new innovations in technology. The primary focus is on making sure service commitments are met or exceeded.

Contractor will provide the Services according to the metrics detailed below. Metrics will be completed with the following operational considerations:

I: Service Metric #	II: Service	III: State Minimum Metric
A1	Software Delivery	10 business days, inclusive of all line item units delivered
A2	Quote Delivery	3 business days (24 business hours) from request
A3	Engagement Statement of Work	10 business days from request
A4	Equipment Onsite Warranty & Maintenance: Premium Support	See Schedule C, Premium Support

1.0.13.2 SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES



Contractor will report on a quarterly basis on all SLA's calculated from service metrics, which are defined below.

The Contractor acknowledges that late or improper completion of the Services will cause loss and damage to the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result. If late or improper completion of the Services occurs two times within a twelve-month period, a Contract change notice will be issued and will reference the Liquidated Damages listed in the table below.

Any liquidated damages will be provided to the State through a credit.

The State will be entitled to collect liquidated damages that are included in the SOW or Contract amendment.

I: Service Metric #	II: Service	III: Quarterly SLA (% of purchase orders)	IV: Assessed LD
A1	Software Delivery	95%	10% of order's late line item cost
A4	Equipment Warranty & Maintenance: Premium Support	95%	\$1,000 per late response

1.0.14 PRICING AND INVOICING REQUIREMENTS

Attached as Schedule B is Contractor product pricing to the State, based on a minimum percentage discount off a Verifiable Price Index (VPI) which will be used to establish a product's not-to-exceed price to the State. Contractor may, and is encouraged to provide additional discounts during the quote process. The State reserves the right to negotiate individual transaction and agreement pricing, as it deems in its best interests. The State reserves the right to establish and use other contracts, as it deems in its best interests.

Contractor will be paid for services as identified in the State's issued Purchase Order. Payments for services will be set according to an approved Engagement Statement of Work.

Contractor shall invoice the State in order to receive payment. Invoices will be sent to the State address or email account as noted on the purchase order. The State will pay Contractor by EFT.

Contractor will provide the following data as part of all invoices, the absence whereof shall qualify as grounds for the State to reject the invoice for correction and resubmission:

- Invoice Number (unique)
- Invoice Date
- State Purchase Order Number
- Bill-To Address
- Ship-To Address
- Payment Terms
- Commodity/Service Name
- Description
- Unit/Deliverable Price
- Total Price
- Invoice Subtotal
- Shipping and Handling (this is a \$0 line item)
- Total
- Invoice Payment Due Date



- Period of Service, if applicable

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.0.15 PURCHASE ORDER ISSUANCE

The parties agree that the Services/Deliverables to be rendered by the Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. The Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. The Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.



STATE OF MICHIGAN

Contract No. 071B7700099
Michigan Storage Platforms and Infrastructure Prequalification Program

SCHEDULE A

STATEMENT OF WORK

Exhibit 2 – Hardware, Software, Maintenance and Services

1.1 HARDWARE, SOFTWARE, MAINTENANCE AND SERVICES

1.1.1 OVERVIEW OF SCOPE

The Contractor will provide hardware and software products which provide for growth requirements and enhance the operational model and delivery of technology services to agencies for the technology areas defined below.

The State considers all data storage technologies generally available in the domestic marketplace as in-scope subject to the requirements of this Contract with the exception of any items specifically listed as out of scope in Section 1.0.4. As time endures, the State expects to manifest new requirements and have the ability to procure and utilize new technologies that may enter the marketplace. The Contractor will create additional sourcing relationships as necessary to procure and deliver the required technologies to the State at a market competitive cost. The State shall not have the right to obligate the Contractor to create any future sourcing relationship with a third party, and as such, the Contractor shall not have the right, nor shall the State be subject, to exclusivity in the sourcing of any products with the Contractor.

The total quantity of purchase of any individual item on a contract is not known. The State does not guarantee it will buy any specific item or any total amount.

1.1.2 BACKGROUND

Over the past five years, the State has made considerable progress in designing and implementing a consolidated and cost-effective computing environment to serve agencies within the Executive and Judicial branches of Government. The projects supporting these objectives are collectively referred to as the Next Generation Digital Infrastructure (NGDI) initiative. In accordance with the goals of this initiative, the State has committed to a shared services model and growth of the supporting storage infrastructure, in both performance and capacity, is expected to increase significantly over the next five years as new applications come online and agencies migrate from legacy compute environments to the consolidated and virtualized NGDI environment. Technical Services, the division which oversees acquisition and operation of the storage infrastructure for the Executive Branch of government, currently manages approximately 12 Petabytes of capacity across Block, File, and Object based storage platforms, and additional capacity across continuity platforms. As the current infrastructure ages, the State is seeking information on appropriate technologies that will support replacement of storage arrays and platforms that are reaching the end of their usable lifecycle. It is desired that any new platforms introduced within the environment increase the level of automation or orchestration surrounding provisioning, expansion, tiering, reporting, and failure tolerance, to create a more flexible storage environment that can easily integrate new demands faster and with less administrative burden.

Given these modernization goals, there is a need to acquire and implement the capabilities presented by new and emerging technologies in the data center storage sector of the Information Technology industry. In particular, there are a number of technological innovations that aim to improve efficiency, decrease platform costs, move provisioning closer to the consumer by enabling self-service models, and increase the array to engineer ratio without adding to administrative burden.

1.1.3 IN SCOPE



Through this Contract, the State is seeking to procure technologies as defined in, but not limited to those listed below:

1.1.3.1 ORCHESTRATION TECHNOLOGY

Orchestration technologies are any hardware and/or software solution which enable automation of discovery, provisioning, metering, troubleshooting, and operational processes and procedures for fabric, storage, or continuity platforms. Solutions in this category may encompass storage virtualization, software defined storage, service catalog and automation software, unified management tools, or other vendor defined categories which may provide value to the State towards meeting the objectives of this technology category.

1.1.3.1.1 Management Tools

Management Platforms are defined by the State as a software environment that enables a central interface for support of daily tasks associated with installing, configuring, managing, monitoring, and troubleshooting fabric, storage, and continuity environments.

1.1.3.1.2 Automation Tools

Automation Platforms encompass any software tools that enables creation of workflows and/or policies that automate configuration tasks, provide self-service capabilities to consumers, or otherwise orchestrate configuration across disparate heterogeneous platforms.

1.1.3.1.3 Dependency Mapping Tools

Dependency Mapping Tools can aid with the automatic discovery and inventory of hosts and storage with mapping capabilities to correlate logical resources to physical infrastructure, topology mapping, identification of historical performance characteristics and trends, and aid in troubleshooting.

1.1.3.2 FABRIC TECHNOLOGY

Fabric technologies encompass hardware and/or software solutions which support modern connectivity mediums within a campus and across geographically dispersed data center facilities for storage and continuity technology assets. Solutions with features that simplify operational requirements and enable cost-effective integration with existing technology assets are highly desirable to the State.

1.1.3.2.1 Campus Platforms

Campus platforms encompass products that provide intra-datacenter communications between fabrics, hosts and storage targets within a consolidated campus at a single geographic site.

1.1.3.2.2 Distance Platforms

Distance platforms encompass products that provide inter-datacenter communications between fabrics, hosts and storage targets across geographically dispersed datacenters.

1.1.3.3 STORAGE TECHNOLOGY

Storage technologies are defined as any hardware and/or software solutions which provides file, block, object, or programmatic (API) access to online disk storage for various hosts, servers, and environments hosted within the State's data center facilities. Products in this category may encompass traditional hardware based platforms, data replication solutions, as well as software-defined-storage technologies.

1.1.3.3.1 File Platforms

File platforms encompass products that provide disk or software based storage accessible via common File Communication Protocols over copper and optical mediums.

1.1.3.3.2 Flash Platforms



Flash platforms encompass products that provide flash storage accessible via multiple communications protocols over copper and optical mediums.

1.1.3.3.3 Block Platforms

Block platforms encompass products that provide disk or software based storage accessible using common Block Communication Protocols over copper and optical mediums.

1.1.3.3.4 Object Platforms

Object platforms encompass products that provide disk or software based storage accessible via programmatic interfaces over copper and optical mediums.

1.1.3.4 CONTINUITY TECHNOLOGY

Continuity technologies are defined as any hardware and/or software platform that provides on-line disk based or offline tape-based backup of data to enable recoverability in the event of data loss in cost-effective manner. Technologies in this area generally encompass software agent-based backup solutions, hardware storage targets, or software virtualization technology that enables use of existing storage technology platforms for backup purposes.

1.1.3.4.1 Agent Platforms

Agent platforms encompass products that provide software and/or appliance based backup of various hosts, operating systems, applications and data through a centralized policy-driven platform to coordinate associated backup functions.

1.1.3.4.2 Primary Mediums

Primary mediums encompass products that provide storage targets based on physical disks for rapid data write and read functionality associated with backup functions provided by an Agent Platform.

1.1.3.4.3 Archive Mediums

Archive mediums encompass products that provide storage targets based on physical tapes for cost-effective data write and read functionality associated with backup functions provided by an Agent Platform.

1.1.4 GENERAL SERVICES AND RELATIONSHIP MANAGEMENT SERVICES

1.1.4.1 GENERAL SERVICES

General Services are defined as classroom training services, technical account manager services, and manufacturer mandatory installation and decommissioning services related to the defined technology categories. Services required by the manufacturer to be performed as a contractual obligation of furnishing a product with warranty and support agreements is within the scope of this Contract.

1.1.4.1.1 Classroom Training Services

Classroom Training Services encompass professional education for State designated personnel including on-site training, offsite classroom or lab training, virtual/remote training, self-paced instruction materials, or "credit/token" products which may be applied towards education services.

1.1.4.1.2 Technical Account Manager Services

Technical Account Manager Services encompass professional services performed by an employee or contractor of a product manufacturer which provide for proactive maintenance and support of large product installations and include full or part-time on-site presence.

1.1.4.1.3 Manufacturer Mandatory Installation and Decommissioning Services



Manufacturer Mandatory Installation and Decommissioning Services encompass professional services performed by an employee or contractor of a product manufacturer which are mandated by the manufacturer as necessary to ensure proper installation or decommissioning and initial configuration of any furnished product.

1.1.4.1.4 Optional Professional Services

Optional Professional Services encompass professional services which may be requested by the State, as necessity arises, which apply to the products and technologies acquired through the contract.

In addition to any on-site warranty or maintenance service obligations, the Contractor shall, upon the State's request by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include, but is not limited to: (i) relocation of previously installed Deliverables; or (ii) cabling, if applicable.

Furthermore, Contractor shall, upon the State's request by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, or (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices.

Optional Professional Services are described in Schedule B.

1.1.4.2 RELATIONSHIP MANAGEMENT SERVICES

Relationship Management Services are defined as the pricing, quoting, and reporting duties related to the fulfillment of the products and services which may be procured through this contract.

1.1.4.2.1 Quote Requests & Response Time Deliverables

Quote Requests & Response Time Deliverables encompass the methods of contact for the State to submit pricing requests.

The Contractor must provide the State with telephone, web, and email methods of contact to submit product quote requests. The Contractor shall support a State list identifying up to seven (7) State individuals as authorized personnel to submit product quote requests, receive quote, and place purchasing requests. Quote requests shall be completed no later than three (3) business days (24 business hours) after submission from an approved State contact and returned to the State in electronic format. These timeframes shall be subject to consideration of any State, manufacturer, or distributor observed holidays. The Contractor shall develop jointly with the State an approved quote template or standard documentation format for State personnel to submit requests with sufficient information for the Contractor to furnish a quote and for the furnished quote to contain sufficient information for the State to consider the available configurations and pricing data of requested products and applicable options, including pricing breakdowns or hardware, software, maintenance and services.

1.1.4.2.2 Quote Management Deliverables

Quote Management Deliverables encompass the electronic system and procedures used for managing pricing requests.

The Contractor must provide an electronic system for recording quote requests from authorized State contacts with time stamping that shall be viewable by State personnel. The electronic quoting system shall, at a minimum, be capable of recording the following information:

- Historical list of quote requests and quote responses



- Date and time of request submission
- Identification of requestor who submitted the request
- Date and time of vendor acknowledgement
- Identification of vendor contact who acknowledged request
- Date and time of vendor quote response
- Identification of vendor contact who provided quote response
- List of approved requestors (State identified personnel)
- Contact information for approved requestors
- List of key vendor personnel with description of job role and product line knowledge
- Contact information of key vendor individuals with product knowledge who shall be accessible to the State for questions
- List of manufacturers whose products are available through the vendor

1.1.4.2.3 Contract Reporting Deliverables

Contract Reporting Deliverables encompass the reports, data, and format the vendor must maintain to service the Contract.

The Contractor must provide electronic reports relating to contract performance and data upon request or regularly and automatically as defined by the State that shall be viewable by or electronically distributed to State personnel. The electronic reporting system shall, at a minimum, be capable of reporting the following information and providing the described functionality:

- Historical list of orders with filtering by requestor, dates, manufacturer, product line, order status, or other State defined criteria
- Historical list of order dates, ship dates, and receive dates with filtering by delivery address, manufacturer, product line or other criteria
- Historical trending of pricing and discounts based on manufacturer, product lines, dollar value of orders, and date of orders
- Electronic ledger of packing lists for placed orders that can be correlated to State's procurement system requests (iTRAC numbers)
- Electronic ledger of purchase orders that can be correlated to furnished quotes, packing lists, and shipment tracking numbers
- Automatic notification to quote requestors or purchase order contact when products are shipped, delivered or when exceptions occur
- Automatic reports generated on the 1st of the month for all orders and deliveries which occurred in the prior month to State contacts
- Vendor managed list of all active manufacturer or product promotions for which the State may be eligible
- Historical list of orders with itemized financial information in electronic format

1.1.4.2.3-A Inventory Records

The Contractor shall maintain, at no additional cost, a record of all units of Deliverables covered under warranty/maintenance by type, quantity and location, including the end date for each unit's warranty period or maintenance term ("Inventory Record"). Quantities and types of Deliverables may vary as Deliverables are added or deleted from coverage, and the State will notify Contractor of any Deliverable relocated, added, or removed from service. Upon such notification, Contractor shall amend the Inventory Record to reflect such relocation, addition, or deletion of the Deliverable(s). Contractor shall provide, at no additional cost, a copy of the most current Inventory Record to the State upon request.

1.1.4.2.3-B Product Service Record



The Contractor shall maintain, at no additional cost, a Deliverables Service Record for each unit of Deliverable covered under warranty or maintenance. The Deliverables Service Record shall record the following for such unit of Deliverable:

- (i) installation/ relocation/ removal/ modifications;
- (ii) remedial actions;
- (iii) preventive actions; and,
- (iv) any additional services not covered by warranty or maintenance.

Upon request by the State, Contractor shall provide, at no additional cost, a copy of the Deliverables Service Record.

1.1.4.2.4 Contract Management Deliverables

The Contractor must provide certain functions to successfully perform the duties of this contract as described below:

- All product shipments must be couriered by the Contractor or with couriers who furnish tracking data accessible by the State
- All product shipments must carry insurance paid for by the Contractor with the State as additional named insured
- All product shipments must include a packing list which can be referenced to a quote request or purchase order from the State
- Ability to create process for validating and approving shipment addresses and ship to any domestic location (within the United States)
- The State shall have the right to return products and bear no burden or financial impact for any returns which do not meet the specifications or functionality as described in a quote request or other communication between vendor and authorized State requestor
- The State shall receive ordered product no greater than ten (10) business days from the date of purchase order issue for transactions with a dollar value less than \$10,000.00, unless otherwise specified on the terms of the Purchase Order.
- The State shall receive ordered product no greater than twenty (20) business days from the date of purchase order issue for transactions with a dollar value greater than \$10,000.00 and less than \$100,000.00, unless otherwise specified on the terms of the Purchase Order.
- The State shall receive ordered product no greater than forty-five (45) business days from the date of purchase order issue for transactions with a dollar value greater than \$100,000.00, unless otherwise specified on the terms of the Purchase Order.

1.1.4.2.5 Standards Compliance Deliverables

Unless otherwise waived at the sole discretion of the State, ALL STORAGE HARDWARE PRODUCTS MUST MEET CURRENT STORAGE MANAGEMENT INTERFACE SPECIFICATION (SMI-S) STANDARDS AS PUBLISHED BY THE STORAGE NETWORKING INDUSTRY ASSOCIATION (SNIA) AT THE TIME OF ORDER.

1.1.4.2.6 Relationship Management Deliverables

The Contractor shall provide a Program Manager that shall be available during normal business hours on normal business days to service the requests and needs of the State. This individual shall be supported by and furnish access to other staff who can perform the following functions:

- Technical staff with functional product knowledge, configuration options, integration approaches or other applicable knowledge



- Technical staff with product certification, experience, and knowledge to support technical facilitation of issues with manufacturers
- Procurement staff with product pricing knowledge, discount tiers, licensing options, or other detail applicable to the product
- Managerial staff with procurement strategy knowledge, pricing negotiation support, or other relationship support as requested
- Managerial staff with ability to execute on mutual resolutions for any issues which arise between manufacturers, Contractor, or the State

Additionally, the Contractor shall be able to coordinate reference calls with customers of products and technologies the State expresses interest in, for which products the vendor represents and has capability to procure on behalf of the State, without the participation of the manufacturer of the products or technologies in the reference call.

1.1.4.2.7 RESERVED

1.1.4.2.8 Support of Technologies

Upon execution of a Contract, the Contractor must be able to procure, source, or otherwise furnish all equipment, parts, licenses, extended warranties, and other related components in support of those items they have provided pricing for in Schedule B, Pricing

1.1.4.2.9 Warranty, Maintenance & Support Deliverables

See Contract Terms, sections 6 and 32 and Schedule C.

1.1.4.2.10 RESERVED

1.2.4 SOFTWARE REQUIREMENTS

1.2.4.1 SOFTWARE DELIVERY AND LICENSING

The Contractor will supply the State with the Publisher's Licensed Software in any media the Publisher makes available and will provide the media requested by the State. If Contractor is unable to obtain the commitment to deliver the software within the applicable delivery metric after receipt of order, Contractor will advise DTMB of the non-delivery. DTMB will determine, in consultation with Contractor, the method of resolution of the request.

The Contractor will ensure that the State shall be the designated Licensee and owner of all entitlements for all purchases made.

1.2.4.2 PUBLISHER SOFTWARE LICENSE AGREEMENTS

The State will enter into software license agreements with specific publishers when those programs are in the best interest of the State. Contractor will facilitate and support both existing and new Software license agreements.

Contractor will assist the State in identifying software publishers that may be receptive to volume purchasing agreements, and recommend additional such programs that may be advantageous to the State.

The State will be contractually responsible for the agreements, while the Contractor will administer the Agreement programs and serve as the program reseller under the requirements of the specific program.



STATE OF MICHIGAN

Contract No. 071B7700099

Michigan Storage Platforms and Infrastructure Prequalification Program

SCHEDULE A

STATEMENT OF WORK

Exhibit 3 – Service Engagement Statement of Work Template

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET IT ENGAGEMENT STATEMENT OF WORK			
Engagement Title:		Period of Coverage:	
Requesting Area:		Date:	
DTMB Business Owner:		Phone & Email:	
Brief Description of Services to be provided: BACKGROUND: [Brief description. You may attach copy of PMM-0101 Project Charter]			
PURPOSE OF REQUEST: [Briefly describe specific details for this Service Engagement]			
SCOPE OF WORK: [Define the exact services to be provided, specific to the technologies involved]			
DELIVERABLES: Deliverables will not be considered complete until the State accepts them. Please see Section 17 of the Contract Terms and Conditions. REMINDER: [DTMB Business Owner shall complete the table below with required deliverables. Add more rows as needed. Note Contractor may include other deliverables as part of proposal.]			
#	Deliverable Name	Due Date	Acceptance Criteria
CONTRACTOR'S PROPOSED APPROACH TO PROVIDING THE SERVICES: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> (Contractor's description here, including all roles and responsibilities Contractor will perform):			
PROJECT CONTROL AND REPORTS: Contractor shall submit a bi-weekly status report. Contractor shall also provide copies of all reports to the State Program Manager on request.			

**REQUIREMENTS:**

Requirements to be met are defined in the attached SEM-0402 Requirements Specifications.
[Attach SEM-0402]

MILESTONE AND PAYMENT SCHEDULE:

Payment will be made based on the completion of identified deliverables or milestones. DTMB will pay Contractor upon receipt of properly completed invoices which shall be submitted to the billing address on the State-issued purchase order. All invoices shall reflect actual work completed and accepted by payment date. Please see the pricing and invoicing requirements of the Contract.

[DTMB Business Owner shall fill out the 1st & 2nd columns below. Contractor shall fill out the 3rd, 4th, & 5th columns as part of Proposal]

#	Deliverable/ Milestone [if milestone maps to multiple deliverables, detail the relevant deliverables]	Target Due Date	Amount	10% Holdback	Net Payment Amount
			Total Amount	Total Holdback payable on final acceptance	Total Net Payment Amount

Contractor Resource Schedule:

[Contractor shall complete this schedule as part of Proposal to identify the proposed resources and show how the Proposal value was calculated.]

Resource Name	Title	Hourly Rate	Estimated Hours	Cost
			Total Estimated Hours	Total Cost

The above schedule is meant for estimation purposes only. This is a fixed-price engagement and payment is tied to accepted deliverables.

STATE ROLES AND RESPONSIBILITIES:

[DTMB Business Owner shall detail any additional staff involved]

**LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

Consultants will work at: [if work is onsite, specify State location]

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

No overtime will be permitted.

APPROVALS**CONTRACTOR:** _____

Name:

Date:

DTMB BUSINESS OWNER: _____ (if applicable)

Name:

Date:

STATE PROCUREMENT: _____ (required if service value exceeds \$250,000.)

Name:

Date:

This Statement of Work is executed upon the issue of a valid State purchase order. No obligation of funds occurs until the purchase order is executed. This purchase order, the statement of work, and the terms and conditions of the referenced Contract constitute the entire agreement between the State and the Contractor.

Referenced Purchase Order# of execution:



STATE OF MICHIGAN

Contract No. 071B7700099
Michigan Storage Platforms and Infrastructure Prequalification Program
SCHEDULE B
PRICING

Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware, software, maintenance and services to the State through the Michigan Storage Platforms and Infrastructure Prequalification Program or through other State contracts, including but not limited to the Michigan Master Computing Program (MMCP). The tables that follow are guaranteed minimum discounts available to the State and are firm for the duration of the Contract:

Table 1: Orchestration, Fabric, Storage and Continuity Technology

Categories and Technologies	Manufacturer(s)	Minimum % Discount from VPI for Hardware Components	Minimum % Discount from VPI for Software Components	Minimum % Discount from VPI for ¹ Warranty & Maintenance
ORCHESTRATION MANAGEMENT TOOLS	EMC	N/A	65%	65%
ORCHESTRATION AUTOMATION TOOLS	EMC	N/A	65%	65%
ORCHESTRATION DEPENDENCY MAPPING TOOLS	EMC	N/A	65%	65%
FABRIC CAMPUS PLATFORMS	CISCO	65%	65%	65%
FABRIC DISTANCE PLATFORMS	CISCO	65%	65%	65%
STORAGE FILE PLATFORMS	EMC	75%	75%	75%
STORAGE FLASH PLATFORMS	EMC	75%	75%	75%
STORAGE BLOCK PLATFORMS	EMC	75%	75%	75%
STORAGE OBJECT PLATFORMS	EMC	50%	50%	50%
CONTINUITY AGENT PLATFORMS	EMC	63%	63%	63%
CONTINUITY PRIMARY MEDIUMS	EMC	67%	67%	67%
CONTINUITY ARCHIVE MEDIUMS	EMC	67%	67%	67%

Table 2: General Services

General Services Description	Minimum % Discount from VPI
Classroom Training	15%

¹ All hardware and software products must include manufacturer warranty and support for a minimum of four (4) years commencing upon mutually accepted delivery of the hardware and/or software to the State. ² VPI for Manufacturers would be published list price; VPI for resellers would be MSRP



Technical Account Management	15% ²
Manufacturer Mandatory Installation	15%

Categories and Technologies	Description of Hours	Firm Fixed Price
Onsite Resident	Annual Cost includes 1920 hours each. The cost will be prorated for part time resources.	\$245,000
Strategic Account Manager	Up to Full Time (1920 hours) Up to Half Time (960 hours)	\$280,000 \$140,000

Optional Professional Services

Any professional services offerings that fall outside of the categories listed above will be delivered to the State in a Statement of Work (SOW) at mutually agreeable pricing.

Optional EMC services offerings include but are not limited to the following:

Cloud Services

- Deep knowledge of technology capabilities in Cloud Architectures, Cloud & Big Data Applications, Information Analytics, Application Infrastructures, Security & GRC plus expertise and insight in business and industry challenges
- Offerings address the three key components of IT transformation: Infrastructure, Application, Operating Model
- Develop a strategy for IT transformation
- Virtualize infrastructure and applications, optimize workloads for cloud
- Improve service levels and operational efficiencies while managing cost

Big Data Services

- Leverage Big Data to become a predictive enterprise
- Identify business initiatives that can exploit Big Data for competitive advantage
- Build and design a Big/Fast

Trust Services

- Continuous Availability, Advanced Security, and Integrated Backup and Recovery Services
- Manage and avoid downstream risks from escalating demands, threats, and regulations
- Build an active-active data center and achieve business continuity

Operations Services

- Fill resource /skills gaps, fully or selectively outsource IT operations
- Accelerate integration of new information infrastructure assets, and streamline administrative and support processes with onsite and remote residents
- Manage information infrastructure through cost-effective, 24x7 intelligent remote monitoring and management based on defined service level objectives

Expert, Agile Services

- Industry-leading best practices/infrastructure
- Web-based, mobile, social, and live telephone support as well as onsite and remote support
- Broad and deep expertise in virtualized and cloud environments; spans storage, backup, security, network, and beyond
- Support processes optimized for virtualized environments, enable faster issue resolution
- Industry-defining best practices and infrastructure—excellence in people, processes, technology, and partnerships

More than 6,000 technical support professionals around the globe—accessible 24x7

² The Contractor will provide Onsite Residents to the State for a firm fixed price. This price will be held for the duration of the contract and will be pro-rated in the event the State does not require a full time resource:



STATE OF MICHIGAN

Contract No. 071B7700099
Michigan Storage Platforms and Infrastructure Prequalification Program
SCHEDULE C
EMC WARRANTY

EMC CORPORATION COMMERCIAL WARRANTY

PRODUCT WARRANTY.

A. **Equipment and Software Media.** EMC warrants that (i) Equipment, and Equipment upgrades installed into Equipment, when purchased from EMC and operated with normal usage and regular recommended service; and (ii) the physical media, if any, on which software is provided by EMC, shall be free from material defects in materials and workmanship, and perform substantially in accordance with Documentation provided for Equipment or the physical media until the expiration of the warranty period. Unless otherwise noted in the EMC Product Warranty and Maintenance Table or EMC quote, the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment. To the extent specified in the EMC Product Warranty and Maintenance Table, Support Services in the form of the Support Option noted in the EMC Product Warranty and Maintenance Table are included free of charge during the Equipment warranty period. In some cases, a Support Option upgrade during the Equipment warranty period may be available by separate purchase.

B. **Equipment and Software Media Warranty Duration.** Unless otherwise stated on the EMC quote, the warranty period from EMC for Products shall be as set forth in the EMC Product Warranty and Maintenance Table. Equipment warranty commences upon Delivery. Equipment upgrades are warranted in the same manner as the Equipment in which the upgrades are installed from Delivery of the upgrade until the end of the warranty period for the Equipment into which the upgrades are installed. The warranty for physical media for Software provided by EMC, if any, is ninety (90) days and commences upon Delivery.

C. **Equipment and Software Media Warranty Remedies.** Customer's remedies under the Equipment and physical media for Software warranties described in this shall be for EMC, at Customer's sole option, to remedy the non-compliance or to replace the affected Product, and if EMC is unable to effect such within 10 days, then EMC shall refund the amount paid by Customer for the affected Product, upon return of such Product to EMC. All replaced Products or portions thereof shall be returned to and become the property of EMC at EMC's sole cost and expense. EMC shall have no liability hereunder after expiration of the applicable warranty period.

D. **Software Warranty, Duration and Remedy.** EMC warrants to Customer that the Software will, for a period of ninety (90) days following Delivery or notice of availability for electronic download ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable Documentation; and (ii) has not been modified or added to by persons other than EMC or its authorized representative. EMC will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in that Software reported to EMC by Customer in writing during the Warranty Period. If EMC determines that it is unable to correct the error or replace the Software, EMC will refund to Customer the amount paid by Customer for that Software, in which case the license for that Software will terminate.

E. **Exclusions.** Warranty does not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond EMC's control; (iii) installation, operation or use not in accordance with EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than EMC or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without EMC's consent or whose original identification marks have been altered or removed.

F. **Disclaimer of Warranty.** OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH HEREIN AND IN THE CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS AGREEMENT, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. EMC AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

SUPPORT SERVICES WARRANTY.



A. **Support Services.** EMC shall perform the labor portion of Support Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify EMC of any failure to so perform as soon as reasonably possible, and in no event more than ten (10) days after the date on which such failure first occurs. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part.

B. **Customer Remedies.** Customer's remedy under the foregoing warranties shall be for EMC to, at Customer's sole option, (i) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time, or (b) replace any replacement parts which become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty (60) days after installation thereof, whichever occurs later; and (ii) if, after reasonable efforts, EMC is not able to correct such deficiencies, then Customer has the right to receive a full refund or terminate for breach in accordance with the Contract.

C. **No Further Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN AND IN THE CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

PROFESSIONAL SERVICES WARRANTY.

A. **Professional Services.** EMC shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Professional Services.

B. **Customer Remedies.** EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at Customer's sole option, (i) correct such failure; and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.

C. **No Further Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN AND IN THE CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.



EMC PREMIUM SUPPORT

The following chart lists the service features of Premium Support provided under EMC's warranty and/or maintenance terms.

Premium Support is available as to:

1. EMC® Equipment which is identified on the EMC Product Warranty and Maintenance Table as
 - including Premium Support during the applicable warranty period; or
 - eligible for upgrade to Premium Support during the applicable warranty period; or
 - eligible for Premium Support during a subsequent maintenance period
2. EMC Software which is identified on the EMC Product Warranty and Maintenance Table as eligible for Premium Support during a maintenance period

SERVICE FEATURE	DESCRIPTION	PREMIUM SUPPORT*COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	<p>Customer may contact EMC by telephone or web interface on a 24x7 basis to report an Equipment or Software problem and provide input for initial assessment of Severity Level*.</p> <p>EMC provides (i) a response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC, Onsite Response as described below.</p>	<p>Included.</p> <p>Initial response objective, based upon Severity Level, within the following time period after receipt of Customer contact:</p> <p>Severity Level 1: 30 minutes; on a 24x7 basis</p> <p>Severity Level 2: 2 hours; on a 24x7 basis</p> <p>Severity Level 3: 3 local business hours</p> <p>Severity Level 4: 8 local business hours</p>
ONSITE RESPONSE	<p>EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed Onsite Response necessary.</p>	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on Severity Level, within the following time period after EMC deems Onsite Support is necessary.</p> <p>Severity Level 1: 4 hours on a 24x7 basis</p> <p>Severity Level 2: Within 12 hours on a 24x7 basis</p> <p>Severity Level 3: Next business day, local business hours</p> <p>Severity Level 4: Next business day, local business hours</p> <p>Onsite Response does not apply to Software, but may be separately purchased.</p>
REPLACEMENT PARTS DELIVERY	<p>EMC provides replacement parts when deemed necessary by EMC.</p>	<p>Included.</p> <p>Replacement part delivery objective is based upon Severity Level, within the following time period after EMC deems a replacement part is necessary:</p> <p>Severity Level 1: 4 hours on a 24x7 basis</p> <p>Severity Level 2: Within 12 hours on a 24x7 basis</p> <p>Severity Level 3: Next business day, local business hours</p> <p>Severity Level 4: Next business day, local business hours</p>



		<p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts and the related Onsite Response.</p> <p>Installation of all replacement parts performed by EMC as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs).</p> <p>See <u>EMC Product Warranty and Maintenance Table</u> for listing of parts designated as CRUs for specific Equipment.</p> <p>If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by EMC.</p>
RIGHTS TO NEW RELEASES OF SOFTWARE	EMC provides the rights to new Software Releases as made generally available by EMC.	Included.
INSTALLATION OF SOFTWARE RELEASES	EMC will perform the installation of new Software Releases.	<p>Included for Software which EMC determines is Equipment operating environment Software.</p> <p>Customer will perform the installation of new Software Releases of Software (that is, Software not classified as Equipment operating environment Software), unless otherwise deemed necessary by EMC.</p>
24x7 REMOTE MONITORING AND REPAIR	<p>Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination.</p> <p>EMC will remotely access products if necessary for additional diagnostics and to provide remote support.</p>	<p>Included for products which have remote monitoring tools and technology available from EMC.</p> <p>Once EMC is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>
24x7 ACCESS TO ONLINE SUPPORT TOOLS	Customers who have properly registered have access on a 24x7 basis to EMC's web-based knowledge and self-help customer support tools via the EMC Online Support site.	Included.

***Severity Levels:**

- **Severity 1*Critical:** a severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2*High:** the customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3*Medium:** the customer or workgroup performance of job function is largely unaffected.
- **Severity 4*Request:** minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.



EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. "EMC Service Area" means a location that is within (i) a one hundred (100) mile radius of an EMC service location; and (ii) the country in which the Installation Site is located, unless otherwise defined in your governing agreement with EMC, in which case the definition in the governing agreement prevails.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

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EMC PRODUCT WARRANTY AND MAINTENANCE TABLE

The table below sets forth EMC® product-specific warranty and maintenance terms and information. Each product identified as equipment also includes its related operating system, operating environment or microcode (also defined in many contracts as “Core software”), if any, unless the table indicates that such operating system is licensed as a separate product. Any EMC software that is licensed as a separate product and is not specifically identified on this table is governed by the terms stated in the row entitled “software.”

EMC recommends that you locate products on the following table by simultaneously pressing the “Control” key and the letter “F” key to activate the “Find” feature, and then typing in the name of the applicable product.

Notice: In accordance with widely used business practices in the IT industry and in support of EMC’s worldwide sustainability and recycling initiatives, Equipment may contain components that are (i) previously unused; or (ii) re-manufactured to contain the most current updates, meet all relevant test specifications and be functionally equivalent to previously unused components. Spare, upgrade and/or replacement components may be re-manufactured. EMC warranty terms apply equally to all components.

Product	Standard Warranty	Available Support Options	Designated Customer-Replaceable Units (CRUs)
AlphaStor Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
ApplicationXtender Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
AppSync	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Atmos Equipment	3 years; Enhanced	Premium, Enhanced	None
Atmos Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None EMC will perform the installation of software updates
Autograph Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Automated Failover Manager (AFM) Software	90 days; defective media replacement Support during warranty available with purchase of a RecoverPoint or MirrorView maintenance support option.	Premium	None The AFM is included with RecoverPoint or MirrorView software only
AutoStart Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
AutoSwap Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
AVALONidm Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Avamar Data Store	2 years; Enhanced	Premium, Enhanced	Power supply, disk drives
Avamar Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)
Backup Manager for SharePoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Blade Logic Brand Software	No longer available for sale; maintenance only	Premium, Enhanced	None
Captiva Family Software (Except Pixtools and QuickScanPro products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Celerra NS-120 and NS-480 Equipment	3 years; Enhanced	Enhanced, Premium	Power/cooling module (In processor enclosures), blade, management I/O module (In Storage Processor enclosure), SFP, standby power supply, and disk
Celerra NS20 Equipment	3 years; Enhanced	Enhanced, Premium	Power/cooling module (In processor enclosures), SFP module, disk
Celerra NS-960 and NS-G8 Equipment	3 years; Enhanced	Enhanced, Premium	SFP, X-Blade enclosure power supply, X-Blade enclosure fan, Storage Processor enclosure power supply, Storage Processor enclosure fan, and disk
Celerra NS-G2 Equipment	3 years; Enhanced	Enhanced, Premium	Power/cooling Module (In Processor Enclosures), fan blade, SFP, and disk
Celerra NX4 equipment	3 years; Enhanced	Enhanced, Premium	Power/cooling module (In processor enclosures, and in disk array enclosures), blade, Storage Processor (SP), SP DIMM memory, SP I/O module, SFP, standby Power supply, link control card, and disk
Celerra NX4 Core software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Not Applicable
Celerra VG2 and VG8 Equipment	3 years; Enhanced	Premium, Enhanced	Power/Cooling Module, SFP, UltraFlex I/O Module, Management Module
Centera Family Equipment	2 years, Enhanced	Premium, Enhanced	With Enhanced support option, Customer is responsible for resetting of modems and nodes
Centera Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None EMC will perform the installation of software updates
CLARIION AX4 series equipment	3 years; Enhanced	Premium, Enhanced	All AX4-5 replacement parts are CRU's except for the chassis/midplane; Installation of AX4 Core software and system-based software releases
CLARIION AX4 software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Not Applicable
CLARIION CX4-series Equipment	No longer available for sale; maintenance only	Premium, Enhanced	Power supply, cooling units, small form factor pluggable transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool, DAE power supply, LCC; Installation of CX4-Series Core software and system-based software releases
CloudArray Software (Appliance and Virtual Edition)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
CloudArray Appliance Equipment	1 year; Limited	Premium	Disk Drives, Power Supply
CloudBoost Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	None



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)
CloudBoost Equipment	1 year (equipment only); Limited	Enhanced	Power Supply, disk drives, ES30, external fans, bezels, cables and rails
CloudLink Secure VM	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Cloud Tiering Appliance (CTA) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Cloud Tiering Appliance – Virtual Edition (CTA/VE) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Cloud Tiering Appliance (CTA) Equipment	1 year; Enhanced	Premium, Enhanced	Disk Drives, Power Supply
Connectrix Family of Directors	3 years; Enhanced	Enhanced, Premium	Power supplies, fans, optics, cables
Connectrix Family of Switches (except Connectrix devices listed below)	3 years; Enhanced	Enhanced, Premium	Power supplies, fans, SFP, cables and the complete switch when applicable
Connectrix Manager Software including CMDCE, CMCNE, Cisco Fabric Manager and Data Center Network Manager	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Connectrix MP-7800B, MP-7840B	3 years; Premium	Premium	Power supplies, fans, SFP and cables
CopyPoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Data Domain Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Data Domain System	1 year hardware only; Limited Software (DDOS) 90 day; defective media replacement Support for DDOS during warranty available with purchase of a maintenance support option	Premium, Enhanced	Power supply, disk drives, SAS controller on ES20, external fans, bezels, cables and rails
Data Protection Advisor	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
DatabaseXtender Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Disk Library DL1500, DL3000, and 3D 4000 Family Equipment	3 years; Enhanced	Premium, Enhanced	None
Disk Library Family Equipment (except for DL1500, DL3000, and 3D 4000)	2 years; Premium	Premium	None
Disk Library for Mainframe, DLm8000/6000/2000/1000, DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX	2 years; Premium	Premium	None



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs) ¹
DiskXtender Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Documentum Family Software (except ApplcationXtender)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
DSSD D5	1 year; Limited	Premium	None
ECS Appliance Equipment	Equipment: 1 year; Limited	Premium, Enhanced	None
ECS Appliance Software	90 days; defective media replacement. Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
eRoom Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
File Management Appliance Equipment	1 year; Enhanced	Premium, Enhanced	Disk drives, power supplies
File Management Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Geographically Dispersed Disaster Restart Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Greenplum Data Computing Appliance (DCA)	1 year hardware only; Limited	Premium	None
Greenplum Data Integration Accelerator ("DIA")	1 Year hardware only; Limited 90 days for software in the DIA; defective media replacement Support for software during warranty available with the purchase of a maintenance support option	Premium (covers both hardware and software portion of the DIA)	EMC will perform the installation of software updates included with the purchase of the DIA
Greenplum DCA OE (operating environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Greenplum Family Standalone Production Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
HomeBase Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	None
InfoMover	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Ionix ControlCenter Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Ionix Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
Ionix for IT Operations Intelligence (formerly Smarts)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
Ionix Network Configuration Manager (formerly Voyence)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)
Isilon Family Equipment	1 year hardware only; Limited	Premium, Enhanced	Power supplies, power cables, NVRAM batteries, Hard Disks, Rail kits, IB switches, IB cables, faceplates
Isilon Family Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
IT Compliance Analyzer Application Edition Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
IT Performance Reporter Network Edition Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
IT Process Centre Request Management Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
Mainframe Disk Library (MDL) Equipment	1 year; Basic	Premium, Enhanced, Basic	Disk drives, power supplies
Mainframe Disk Library (MDL) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
MirrorView Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Navisphere Family Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
NetWorker Family Software (except for NetWorker Fast Start)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Open Migrator/LM Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Open Replicator For Symmetrix Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
PowerExchange PWX Connector to Greenplum	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
PowerPath Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
ProSphere Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
ProtectPoint Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Rainfinity Appliance Equipment	1 year; Enhanced	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	Disk drives and power supply
Rainfinity Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)
RecoverPoint Equipment	3 years; Premium	Premium	None
RecoverPoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Replication Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
RepliStor Software	No longer available for sale; maintenance only	Premium, Enhanced	None
SAN Copy Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
ScaleIO	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
SnapView Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Software (all other EMC Software products not listed separately in this table)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	None
SourceOne eDiscovery Equipment	1 year; Enhanced	Premium, Enhanced	Power supply, disk drives
SourceOne eDiscovery Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
SourceOne Family Software (excluding SourceOne eDiscovery)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
SRDF Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Storage Analytics Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Storage Resource Management Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix DMX Enginuity (operating environment software)	3 years; Premium	Premium	None EMC will perform the installation of software updates
Symmetrix DMX Family Equipment (excluding Symmetrix VMAX)	3 years; Premium	Premium	None
Symmetrix Management Console Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Optimizer Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix VMAX, VMAXe, VMAX 10K/20K/40K Enginuity (operating	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None EMC will perform the installation of software updates



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
environment software)			
Symmetrix VMAX, VMAXe, VMAX 10K/20K/40K Family Equipment	3 years; Premium	Premium	Disk drives
Symmetrix VMAX3 100K/200K/400K Family Equipment	3 years; Premium	Premium	None
Symmetrix VMAX3 100K/200K/400K HyperMax OS (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Telestream Flip Factory Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
TimeFinder Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Unity All Flash Family Equipment Unity 300F Unity 400F Unity 500F Unity 600F	3 years, hardware only; Limited Software (Unity OE) – see below	Premium, Enhanced	Drives, power supply, battery, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP
Unity Hybrid Family Equipment Unity 300 Unity 400 Unity 500 Unity 600	3 years, hardware only; Limited Software (Unity OE) – see below	Premium, Enhanced	Drives, power supply, battery, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP
UnityVSA Professional Edition	1 year; Enhanced	Enhanced	None
Unity OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Unity optional software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
VFCache	3 years; Enhanced	Premium, Enhanced	VFCache PCIe card
VIPR	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
VIPR SRM	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
VMAX All Flash Family Equipment VMAX 450F, FX; VMAX 850F, FX	3 years; Limited	Premium	None
VMAX 10K File	3 years, Premium	Premium	Disk drives
VMAX NAS Gateway with VNX VG10 or VNX VG50 Data Movers	3 years, Enhanced	Premium, Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX CA	3 years, Enhanced	Premium, Enhanced	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, battery backup unit, management module



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)
VNX F	1 year, hardware only; Limited Software (VNX OE) – see below	Premium, Enhanced	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, battery backup unit, management module
VNX OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
VNX optional Software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
VNX VG2 VNX VG8 VNX VG10 VNX VG50	3 years, Enhanced	Premium, Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX5100	3 years, Enhanced	Premium, Enhanced	Disks, power supply, standby power supply, SFP, link control card
VNX5150	3 years, Basic	Premium, Enhanced	Disks, power supply, standby power supply, SFP, link control card
VNX5200 VNX5400 VNX5600 VNX5800 VNX7600 VNX8000	3 years, Enhanced	Premium, Enhanced	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, battery backup unit, management module
VNX5300 VNX5500 VNX5700 VNX7500	3 years, Enhanced	Premium, Enhanced	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module, management module
VNXe OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced: (VNXe3300) Premium, Enhanced, Basic: (VNXe3100, VNXe 3150 and VNXe3200)	None
VNXe optional Software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced: (VNXe3300) Premium, Enhanced, Basic: (VNXe3100, VNXe 3150 and VNXe3200)	None
VNXe1600, VNXe3100, VNXe3150 and VNXe3200	3 years, Basic	Premium, Enhanced, Basic	Disk, power supplies (DAE and DPE), battery backup, I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNXe3300	3 years, Enhanced	Premium, Enhanced	Disk, power supplies (DAE and DPE), battery backup, I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNX-VSS OE (operating environment software for VNX-VSS)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced, Basic	None
VNX-VSS100	1 year, Limited	Enhanced, Basic	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module
VPLEX All Flash Family Equipment	3 years, hardware only; Limited Software (VPLEX OE) – see below	Premium	None
VPLEX Family Equipment	3 years, hardware only; Premium Software (VPLEX OE) – see below	Premium	None
VPLEX OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None EMC will perform the installation of software updates



Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
VSPEX BLUE	1 year, hardware only; Limited	Premium, Enhanced, Basic	Power supply
VxRack Node	1 year; Limited	Premium, Enhanced	None
VxRail	1 year, hardware only; Limited	Premium, Enhanced	Disks, power supply
Watch4Net	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
Woodwing Smart Connection Enterprise Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
xPression Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
XtremIO Equipment	3 years; Limited	Premium	None
XtremIO SW Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
XtremSF	3 years or maximum endurance reached, whichever occurs first; Basic. Replacement of server flash PCIE cards that have reached their maximum endurance is not included. Contact EMC or an authorized EMC partner to purchase a replacement when maximum endurance has been reached. Refer to the XtremSF user guide for additional information regarding maximum endurance.	Premium, Enhanced, Basic	XtremSF PCIe card
XtremSW Cache	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
XtremSW Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
z/OS Storage Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None

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CRUs are specific assemblies, components, or individual parts of designated EMC equipment that the customer is authorized by EMC to self-replace. In the event of a failure or technical issue, the customer may remove and replace a CRU by using EMC-provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs must be serviced and/or replaced by EMC or an EMC authorized service partner.

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STATE OF MICHIGAN

Contract No. 071B7700099

Michigan Storage Platforms and Infrastructure Prequalification Program

SCHEDULE D

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