



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 **MA18000000367**

CURRENT CONTRACTOR	XEROX CORPORATION
	12468 LaGrange Road Suite 318
	Louisville KY 40245
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

NEW CONTRACTOR	XEROX CORPORATION
	485 Lexington Ave.
	New York NY 10017
	Joanne Levy
	(609) 672-5921
	joanne.levy@xerox.com
	CV0002523

STATE CONTACTS

Program Manager	Mary Ladd	DTMB	Contract Administrator	Alannah Doak	DTMB
	517-241-7561			(517) 230-9424	
	LaddM@Michigan.gov			DoakA@michigan.gov	

CONTRACT SUMMARY

Pre-Qual Program MiPRINT Program			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 12 Months	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per agreement	
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

N/A

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		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective 1/3/2025, pricing and equipment on this contract is hereby updated, per revised Attachment Schedule B. Changes are referenced in red text.

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

1 MFD- Monochrome Pricing

Revised via CN #9, Effective 1/3/2025

Master Agreement # 18000000367

Device Category		I(A)	I(B)	I(C)	II	III	IV(A)	IV(B)	IV(C)	V									
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		300	800	3,000	6,000	9,000	15,000	20,000	35,000	60,000									
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox									
Model		VersaLink B415DN	VersaLink B415DN	VersaLink B415DN	AltaLink B7135S	AltaLink B8245H	AltaLink B8255H	AltaLink B8255H	AltaLink B8255H	AltaLink B8270H									
Pages Per Minute		50	50	50	35	45	55	55	55	70									
Monthly Duty Cycle		110,000	110,000	110,000	150,000	175,000	200,000	200,000	200,000	250,000									
AB Overage Cost Per Impression (B&W)		\$0.0119	\$0.0119	\$0.0119	\$0.0066	\$0.0062	\$0.0046	\$0.0046	\$0.0046	\$0.0042									
PRICING COMPONENTS (Monthly)		Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)		
Device Lease Cost	C MFD Monochrome - Device Lease	Y x	\$28.10	Y x	\$32.10	Y x	\$44.10	Y x	\$141.26	Y x	\$154.23	Y x	\$166.43	Y x	\$171.43	Y x	\$201.43	Y x	\$306.37
Core Capability	D Duplex-Print/Copy Capability	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease
Input	E Cabinet Stand	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	N		N		N		N		N		N	
	F Large Capacity Tray	Y	\$4.0000	Y	\$4.0000	Y	\$4.0000	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model
	G High Capacity Feeder	N		N		N		Y	\$13.5700	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600
	H Envelope Feeder	N		N		N		Y	\$5.7000	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600
Finishing	I Finisher	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	J 2/3-Hole Punch	N		N		N		Y	\$3.04	Y	\$3.04	Y	\$3.04	Y	\$3.04	Y	\$3.04	Y	\$3.04
	K Sort	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	L Staple	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	N Locked Print (via passcode) with installation	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Fax	O Single Fax Line	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$11.4200	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500
	P Two-Sided Faxing	N		N		N		Y	N/A for Model	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200
Scanning	Q Networking Scanning Package	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	R Scan to e-mail	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	S Scan to Network Server	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	T Scan to network PC	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	U OCR Capability	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	V Color Scanning	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	X SMTP/Mail Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Additional Accessories (Optional)																			

2 MFD- Polychrome Pricing

Revised via CN #9, Effective 1/3/2025

Master Agreement # 18000000367

Device Category	I	I	II	III	IV	V	VI	VII	VIII	IX	X
Monthly MFD Polychrome Impressions Included in Monthly Device Lease Cost	0	160	600	1,200	1,800	3,000	4,000	7,000	12,000	20,000	50,000
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost	0	640	2,400	4,800	7,200	12,000	16,000	28,000	48,000	80,000	200,000
Manufacturer	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox
Model	VersaLink C415	VersaLink C415	VersaLink C415	VersaLink C415	AltaLink C8230H	AltaLink C8235H	AltaLink C8245H	AltaLink C8270H	AltaLink C8270H	PrimeLink C9065	Versant 180
Pages Per Minute	42	42	42	42	30	35	45	70	70	65	80
Monthly Duty Cycle	80,000	80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000
A Overage Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041
B Overage Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082

PRICING COMPONENTS (Monthly)		Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)									
Device Lease Cost	C MFD Polychrome - Device Lease	Y	X	\$40.01	Y	X	\$50.01	Y	X	\$75.01	Y	X	\$125.01	Y	X	\$220.93	Y	X	\$250.12	Y	X	\$301.64	Y	X	\$378.12	Y	X	\$534.12	Y	X	\$1,569.53	Y	X	\$3,356.09
Core Capability	D Duplex-Print/Copy Capability	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease
Input	E Cabinet Stand	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model
	F Large Capacity Tray	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00	Y		\$7,930.00
	G High Capacity Feeder	N			N			N			N		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00	Y		\$13,570.00
	H Envelope Feeder	N			N			N			N		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00	Y		\$5,060.00
Finishing	I Finisher	N			N			N			N		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	J 2/3-Hole Punch	N			N			N			N		\$3.04	Y		\$3.04	Y		\$3.04	Y		\$3.04	Y		\$3.04	Y		\$3.04	Y		\$3.04	Y		\$3.04
	K Sort	N			N			N			N		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	L Staple	N			N			N			N		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	N Locked Print (via passcode) with installation	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Fax	O Single Fax Line	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00	Y		\$10,150.00
	P Two-Sided Faxing	N			N			N			N		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00	Y		\$23,720.00
Scanning	Q Networking Scanning Package	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	R Scan to e-mail	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	S Scan to Network Server	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	T Scan to network PC	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	U OCR Capability	N			N			N			N		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	V Color Scanning	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	X SMTP/Mail Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Additional Accessories (Optional)																																		

3 MFD- Polychrome Pricing Per Impression

Revised via CN #9, Effective 1/3/2025

Master Agreement # 18000000367

Device Category		I		II		III		IV		V		VI		VII		VIII		IX		X					
Manufacturer		See III		See III		Xerox		Xerox		Xerox		Xerox		See VIII		Xerox		Xerox		Xerox					
Model						VersaLink C415		AltaLink C8230H		AltaLink C8235H		AltaLink C8245H				AltaLink C8270H		PrimeLink C9065		Versant 180					
Pages Per Minute						42		30		35		45				70		65		80					
Monthly Duty Cycle						80,000		90,000		110,000		200,000				300,000		300,000		750,000					
A	Cost Per Impression (Color)					\$0.0990		\$0.0483		\$0.0483		\$0.0483				\$0.0483		\$0.0436		\$0.0041					
B	Cost Per Impression (B&W)					\$0.0119		\$0.0069		\$0.0069		\$0.0069				\$0.0055		\$0.0082		\$0.0082					
PRICING COMPONENTS (Monthly)		Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)	Required	\$/Model	Monthly Lease Cost (4-Year Term)			
Device Lease Cost	C MFD Polychrome - Device Lease	Y	x		Y	x	\$40.01	Y	x	\$136.93	Y	x	\$140.12	Y	x	\$143.64	Y	x	\$152.12	Y	x	\$319.54	Y	x	\$1,383.88
Core Capability	D Duplex-Print/Copy Capability	Y	x		Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease
Input	E Cabinet Stand	Y	x		Y	x	Included in Device Lease	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model
	F Large Capacity Tray	Y			Y		\$7.9300	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model
	G High Capacity Feeder	N			N			Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$121.5400	Y		\$52.9900
	H Envelope Feeder	N			N			Y		\$5.0600	Y		\$5.0600	Y		\$5.0600	Y		\$5.0600	Y		N/A for Model	Y		\$6.6300
Finishing	I Finisher	N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$31.1600	Y		\$34.9700	Y		\$181.1600
	J 2/3-Hole Punch	N			N			Y		\$3.04	Y		\$3.04	Y		\$3.04	Y			Y		Included in Device Lease	Y		Included in Device Lease
	K Sort	N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	L Staple	N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	N Locked Print (via passcode) with installation	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Fax	O Single Fax Line	Y			Y		Included in Device Lease	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$15.8700	N		N/A for Model
	P Two-Sided Faxing	N			N			Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		N/A for Model	N		N/A for Model
Scanning	Q Networking Scanning Package	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	R Scan to e-mail	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	S Scan to Network Server	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	T Scan to network PC	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	U OCR Capability	N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	V Color Scanning	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	X SMTP/Mail Integration	Y			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Additional Accessories (Optional)																									



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 **180000000367**

CONTRACTOR	XEROX CORPORATION
	485 Lexington Ave.
	New York, NY 10017
	Joanne Levy
	609-672-5921
	joanne.levy@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	SW
		517-241-7561	
	LaddM@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per agreement	
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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective November 2, 2023 this contract is revising Schedule B Pricing Sheet 1. MFD- Monochrome Pricing which revises Model Versalink B405 to Versalink B415, Sheet 2. MFD- Polychrome Pricing which revises Model Versalink C405 to Versalink C415 and Sheet 3. MFD- Polychrome Pricing per Impression which revises Model number VersaLink C405 to VersaLink C415. There are no pricing changes.

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

1. MFD- Monochrome Pricing

Revised via CN #8, Effective 11/1/2023

Master Agreement # 18000000367

Device Category		I(A)	I(B)	II	III	IV	V	VI	VII	VIII									
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		300	800	3,000	6,000	9,000	15,000	20,000	35,000	60,000									
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox									
Model		VersaLink B415	VersaLink B415	VersaLink B415	AltaLink B7135S	AltaLink B8145H	AltaLink B8155H	AltaLink B8155H	AltaLink B8155H	AltaLink B8170H									
Monthly Duty Cycle		110,000	110,000	110,000	150,000	175,000	200,000	200,000	200,000	250,000									
AB Overage Cost Per Impression (B&W)		\$0.0119	\$0.0119	\$0.0119	\$0.0066	\$0.0062	\$0.0046	\$0.0046	\$0.0046	\$0.0042									
PRICING COMPONENTS (Monthly)		Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)
Device Lease Cost	C MFD Monochrome - Device Lease	Y x	\$28.10	Y x	\$32.10	Y x	\$44.10	Y x	\$124.28	Y x	\$140.65	Y x	\$152.86	Y x	\$157.86	Y x	\$187.86	Y x	\$292.76
Core Capability	D Duplex-Print/Copy Capability	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease
Input	E Cabinet Stand	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	N		N		N		N		N		N	
	F Large Capacity Tray	Y	\$4.0000	Y	\$4.0000	Y	\$4.0000	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model
	G High Capacity Feeder	N		N		N		Y	\$13.5700	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600
	H Envelope Feeder	N		N		N		Y	\$5.7000	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600
Finishing	I Finisher	N		N		N		Y	\$14.3100	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700
	J 2/3-Hole Punch	N		N		N		Y	\$4.2400	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500
	K Sort	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	L Staple	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	N Locked Print (via passcode) with installation	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Fax	O Single Fax Line	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$11.4200	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500
	P Two-Sided Faxing	N		N		N		Y	N/A for Model	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200
Scanning	Q Networking Scanning Package	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	R Scan to e-mail	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	S Scan to Network Server	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	T Scan to network PC	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	U OCR Capability	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	V Color Scanning	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	X SMTP/Mail Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Additional Accessories (Optional)																			

2. MFD- Polychrome Pricing

Revised via CN #8, Effective 11/1/2023

Master Agreement # 18000000367

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X										
Monthly MFD Polychrome Impressions Included in Monthly Device Lease Cost		160	600	1,200	1,800	3,000	4,000	7,000	12,000	20,000	50,000										
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		640	2,400	4,800	7,200	12,000	16,000	28,000	48,000	80,000	200,000										
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox										
Model		VersaLink C415	VersaLink C415	VersaLink C415	AltaLink C8130H	AltaLink C8135H	AltaLink C8145H	AltaLink C8170H	AltaLink C8170H	PrimeLink C9065	Versant 180										
Monthly Duty Cycle		80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000										
A	Overage Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041										
B	Overage Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082										
PRICING COMPONENTS (Monthly)		Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)
Device Lease Cost	C MFD Polychrome - Device Lease	Y x	\$50.01	Y x	\$75.01	Y x	\$125.01	Y x	\$207.37	Y x	\$236.55	Y x	\$288.08	Y x	\$364.56	Y x	\$520.56	Y x	\$1,569.53	Y x	\$3,356.09
Core Capability	D Duplex-Print/Copy Capability	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease
Input	E Cabinet Stand	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model
	F Large Capacity Tray	Y	\$7.9300	Y	\$7.9300	Y	\$7.9300	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model
	G High Capacity Feeder	N		N		N	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$121.5400	Y	\$52.9900
	H Envelope Feeder	N		N		N	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	N/A for Model	Y	\$6.6300
Finishing	I Finisher	N		N		N	\$16.1100	Y	\$16.1100	Y	\$16.1100	Y	\$16.1100	Y	\$31.1600	Y	\$31.1600	Y	\$34.9700	Y	\$181.1600
	J 2/3-Hole Punch	N		N		N	\$4.2400	Y	\$4.2400	Y	\$4.2400	Y	\$4.2400	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$15.9000
	K Sort	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	L Staple	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	N Locked Print (via passcode) with installation	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Fax	O Single Fax Line	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$15.8700	N	N/A for Model
	P Two-Sided Faxing	N		N		N	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	N/A for Model	N	N/A for Model
Scanning	Q Networking Scanning Package	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	R Scan to e-mail	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	S Scan to Network Server	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	T Scan to network PC	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	U OCR Capability	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	V Color Scanning	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	X SMTP/Mail Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Additional Accessories (Optional)																					

3. MFD- Polychrome Pricing Per Impression

Revised via CN #8, Effective 11/1/2023

Master Agreement # 18000000367

Device Category		I		II		III		IV		V		VI		VII		VIII		IX		X											
Manufacturer		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox											
Model		VersaLink C415		VersaLink C415		VersaLink C415		AltaLink C8130H		AltaLink C8135H		AltaLink C8145H		AltaLink C8170H		AltaLink C8170H		PrimeLink C9065		Versant 180											
Monthly Duty Cycle		80,000		80,000		80,000		90,000		110,000		200,000		300,000		300,000		300,000		750,000											
A Cost Per Impression (Color)		\$0.0990		\$0.0990		\$0.0990		\$0.0483		\$0.0483		\$0.0483		\$0.0483		\$0.0483		\$0.0436		\$0.0041											
B Cost Per Impression (B&W)		\$0.0119		\$0.0119		\$0.0119		\$0.0069		\$0.0069		\$0.0069		\$0.0055		\$0.0055		\$0.0082		\$0.0082											
PRICING COMPONENTS (Monthly)		Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)									
Device Lease Cost	C MFD Polychrome - Device Lease	Y	x	\$40.02	Y	x	\$40.02	Y	x	\$40.02	Y	x	\$104.37	Y	x	\$108.55	Y	x	\$113.08	Y	x	\$122.57	Y	x	\$122.57	Y	x	\$319.54	Y	x	\$1,383.88
Core Capability	D Duplex-Print/Copy Capability	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease
Input	E Cabinet Stand	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model	N		N/A for Model
	F Large Capacity Tray	Y		\$7.9300	Y		\$7.9300	Y		\$7.9300	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model
	G High Capacity Feeder	N			N			N			Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$121.5400	Y		\$52.9900
	H Envelope Feeder	N			N			N			Y		\$5.0600	Y		\$5.0600	Y		\$5.0600	Y		\$5.0600	Y		\$5.0600	Y		N/A for Model	Y		\$6.6300
Finishing	I Finisher	N			N			N			Y		\$16.1100	Y		\$16.1100	Y		\$16.1100	Y		\$31.1600	Y		\$31.1600	Y		\$34.9700	Y		\$181.1600
	J 2/3-Hole Punch	N			N			N			Y		\$4.2400	Y		\$4.2400	Y		\$4.2400	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$15.9000
	K Sort	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	L Staple	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	N Locked Print (via passcode) with installation	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Fax	O Single Fax Line	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$15.8700	N		N/A for Model
	P Two-Sided Faxing	N			N			N			Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		N/A for Model	N		N/A for Model
Scanning	Q Networking Scanning Package	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	R Scan to e-mail	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	S Scan to Network Server	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	T Scan to network PC	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	U OCR Capability	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	V Color Scanning	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
	X SMTP/Mail Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease
Additional Accessories (Optional)																															



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 180000000367

CONTRACTOR	XEROX CORPORATION
	12468 LaGrange Road , Suite 318
	Louisville, KY 40245
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
	LaddM@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per agreement	
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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$6,000,000.00		\$0.00		\$6,000,000.00

DESCRIPTION

Effective June 30, 2022, this contract is revising Schedule A, Section 1.9 Customer Service and Staffing, subsection C as follows:

c. The Contractor will provide the following Key Personnel positions:

- Contract Manager- Gavin Richmond, Gavin.Richmond@xerox.com, 269.217.0929
- Single Point of Contact (SPOC)- Richard Schwinke, schwinker@michigan.gov, 517-930-6177
- Advanced Analyst- Paul Bearss, bearssp@michigan.gov, 517-202-8013

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Service 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 **6 Revised**
 to
 Contract Number **18000000367**

CONTRACTOR	XEROX CORPORATION
	12468 LaGrange Road , Suite 318
	Louisville, KY 40245
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
	LaddM@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per agreement	
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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$6,000,000.00		\$0.00		\$6,000,000.00

DESCRIPTION

Effective May 14, 2021 this contract is revising Schedule B, Worksheet 1. MFD Monochrome Pricing and Worksheet 2. MFD-Monochrome Pricing CPI (Cost per Impression) as attached. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency Agreement and DTMB Central Procurement Services approval.

Schedule B Pricing 1. MFD Monochrome Pricing

Revised Via CN #6, Effective 5/14/21

Device Category		I(A)	I(B)	II	III	IV	V	VI	VII	VIII	IX	X											
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		300	800	3,000	6,000	9,000	15,000	20,000	35,000	60,000	100,000	250,000											
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox											
Model		VersaLink B405	VersaLink B405	VersaLink B405	AltaLink B7035S	AltaLink B8145H	AltaLink B8155H	AltaLink B8155H	AltaLink B8155H	AltaLink B8170H	Not Available	Not Available											
Monthly Duty Cycle		110,000	110,000	110,000	150,000	175,000	200,000	200,000	200,000	250,000		0											
AB Overage Cost Per Impression (B&W)		\$0.0119	\$0.0119	\$0.0119	\$0.0066	\$0.0062	\$0.0046	\$0.0046	\$0.0046	\$0.0042													
PRICING COMPONENTS (Monthly)		Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)		
Device Lease Cost	C MFD Monochrome - Device Lease	Y x	\$28.10	Y x	\$32.10	Y x	\$44.10	Y x	\$124.28	Y x	\$140.65	Y x	\$152.86	Y x	\$157.86	Y x	\$187.86	Y x	\$292.76	Y		Y	
Core Capability	D Duplex-Print/Copy Capability	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y		Y	
Input	E Cabinet Stand	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	N		N		N		N		N		N		N		N	
	F Large Capacity Tray	Y	\$4.0000	Y	\$4.0000	Y	\$4.0000	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y		Y	
	G High Capacity Feeder	N		N		N		Y	\$13.5700	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y	\$16.8600	Y		Y	
	H Envelope Feeder	N		N		N		Y	\$5.7000	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y	\$3.3600	Y		Y	
Finishing	I Finisher	N		N		N		Y	\$14.3100	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y		Y	
	J 2/3-Hole Punch	N		N		N		Y	\$4.2400	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500	Y	\$3.0500	Y		Y	
	K Sort	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	L Staple	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
Network Printing	M Ability to monitor job status remotely	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	N Locked Print (via passcode) with installation	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
Fax	O Single Fax Line	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$11.4200	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	N		N	
	P Two-Sided Faxing	N		N		N		Y	N/A for Model	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	N		N	
Scanning	Q Networking Scanning Package	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	R Scan to e-mail	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	S Scan to Network Server	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	T Scan to network PC	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	U OCR Capability	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	V Color Scanning	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
Software Integration	W LDAP 3.0 Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	
	X SMTP/Mail Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y		Y	

Schedule B Pricing 2. MFD - Monochrome Pricing (Cost Per Impression)

Revised Via CN #6, Effective 5/14/21

Device Category		I(A)		I(B)		II		III		IV		V		VI		VII		VIII		IX		X									
Manufacturer		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox		Xerox									
Model		VersaLink B405		VersaLink B405		VersaLink B405		AltaLink B7035S		AltaLink B8145H		AltaLink B8155H		AltaLink B8155H		AltaLink B8155H		AltaLink B8170H		Not Available		Not Available									
Monthly Duty Cycle		110,000		110,000		110,000		150,000		175,000		200,000		200,000		200,000		250,000													
Cost Per Impression (B&W)		0.0119		0.0119		0.0119		0.0066		0.0062		0.0046		0.0046		0.0046		0.0042													
PRICING COMPONENTS (Monthly)																															
		Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)						
Device Lease Cost	C	Y	X	\$27.10	Y	X	\$27.10	Y	X	\$27.10	Y	X	\$89.28	Y	X	\$127.65	Y	X	\$137.86	Y	X	\$137.86	Y	X	\$147.76	Y					
Core Capability	D	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y					
Input	E	Y	X	Included in Device Lease	Y	X	Included in Device Lease	Y	X	Included in Device Lease	N			N				N			N				N						
	F	Y		\$4.00	Y		\$4.00	Y		\$4.00	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y					
	G	N			N			N			Y		\$13.57	Y		\$16.86	Y		\$16.86	Y		\$16.86	Y		\$16.86	Y					
	H	N			N			N			Y		\$5.70	Y		\$3.36	Y		\$3.36	Y		\$3.36	Y		\$3.36	Y					
Finishing	I	N			N			N			Y		\$14.31	Y		\$13.57	Y		\$13.57	Y		\$13.57	Y		\$13.57	Y					
	J	N			N			N			Y		\$4.24	Y		\$3.05	Y		\$3.05	Y		\$3.05	Y		\$3.05	Y					
	K	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	L	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
Network Printing	M	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	N	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
Fax	O	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$11.42	Y		\$10.15	Y		\$10.15	Y		\$10.15	Y		\$10.15	Y		N			
	P	N			N			N			Y		N/A for Model	Y		\$23.72	Y		\$23.72	Y		\$23.72	Y		\$23.72	Y		N			
Scanning	Q	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	R	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	S	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	T	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	U	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	V	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
Software Integration	W	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					
	X	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y					



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 180000000367

CONTRACTOR	XEROX CORPORATION
	12468 LaGrange Rd. Ste.318
	Louisville, KY 40245
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
	LaddM@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	As per agreement

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
 N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$6,000,000.00	\$0.00	\$6,000,000.00

DESCRIPTION

Effective October 29, 2020 this contract is making revisions to contract language as attached and revising Schedule B as attached. The Contractors Primary Contact is being changed to Lisa Pekins. All other terms, conditions, specification and pricing remain the same. Per Contractor and Agency Agreement and DTMB Central Procurement Services approval.



Contract Language Revisions

MiPrint Contract Terms

MiPrint Contract Terms Sections 8 and 9 Are revised to read as follows:

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:
Valerie Hiltz DTMB Central Procurement Services hiltzv@michigan.gov 517-249-0459	Lisa A. Perkins, General Manager 12468 LaGrange Rd. Ste. 318 Louisville, KY 40245 Lisa.Perkins@xerox.com 502-410-8679

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

If to State:	If to Contractor:
Valerie Hiltz DTMB Central Procurement Services hiltzv@michigan.gov 517-249-0459	Lisa A. Perkins, General Manager 12468 LaGrange Rd. Ste. 318 Louisville, KY 40245 Lisa.Perkins@xerox.com 502-410-8679

Schedule A- Statement of Work

Schedule A, Section 1.9. CUSTOMER SERVICE AND STAFFING, Subsection c. is revised to read as follows:

c. The Contractor shall provide the following Key Personnel positions:

- Contract Program Manager – Gavin Richmond
- Single Point of Contact (SPOC) – Randall Duncan
- Advanced Analyst – Paul Bearss

Schedule A, Section 1.18 INVOICING, Subsection c is revised to read as follows:

c. For services provided, Contractor shall invoice the State, by the 25th day of each month, for the applicable monthly minimum charges and any other base recurring charges incurred during the previous month in arrears. Additional charges incurred by State during the monthly billing period in excess of the monthly base recurring minimum charge(s) (i.e., additional impressions) will be billed in arrears. For billing purposes, all monthly charges are calculated based on an actual calendar month. The billing period shall start on the 1st day of the month and end on the last day of the month.

1. MFD- Monochrome Pricing

Device Category		Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost																																											
Manufacturer		I(A)				I(B)				II				III				IV				V				VI				VII				VIII				IX				X			
Model		300				800				3,000				6,000				9,000				15,000				20,000				35,000				60,000				100,000				250,000			
Monthly Duty Cycle		110,000				110,000				110,000				150,000				175,000				200,000				200,000				200,000				250,000				400,000							
AB Overage Cost Per Impression (B&W)		\$0.0119				\$0.0119				\$0.0119				\$0.0066				\$0.0062				\$0.0046				\$0.0046				\$0.0046				\$0.0042				\$0.0042							
PRICING COMPONENTS (Monthly)		Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)	Required	Model	Monthly Lease Cost (4-Year Term)								
Device Lease Cost	C	MFD Monochrome - Device Lease	Y	x	\$28.10	Y	x	\$32.10	Y	x	\$44.10	Y	x	\$124.28	Y	x	\$140.65	Y	x	\$152.86	Y	x	\$157.86	Y	x	\$187.86	Y	x	\$292.76	Y	x	\$331.34	Y	x	\$778.34										
Core Capability	D	Duplex-Print/Copy Capability	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease							
Input	E	Cabinet Stand	Y	x	Included in Device Lease	Y	x	Included in Device Lease	Y	x	Included in Device Lease	N			N			N			N			N			N			N			N			N									
	F	Large Capacity Tray	Y		\$4.0000	Y		\$4.0000	Y		\$4.0000	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model	Y		N/A for Model							
	G	High Capacity Feeder	N			N			N			Y		\$13.5700	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600	Y		\$16.8600							
	H	Envelope Feeder	N			N			N			Y		\$5.7000	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600	Y		\$3.3600							
Finishing	I	Finisher	N			N			N			Y		\$14.3100	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700	Y		\$13.5700							
	J	2/3-Hole Punch	N			N			N			Y		\$4.2400	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500	Y		\$3.0500							
	K	Sort	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	L	Staple	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
Network Printing	M	Ability to monitor job status remotely	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	N	Locked Print (via passcode) with installation	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
Fax	O	Single Fax Line	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		\$11.4200	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	Y		\$10.1500	N		\$10.1500	N		\$10.1500							
	P	Two-Sided Faxing	N			N			N			Y		N/A for Model	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	Y		\$23.7200	N		\$23.7200	N		\$23.7200							
Scanning	Q	Networking Scanning Package	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	R	Scan to e-mail	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	S	Scan to Network Server	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	T	Scan to network PC	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	U	OCR Capability	N			N			N			Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	V	Color Scanning	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
Software Integration	W	LDAP 3.0 Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							
	X	SMTP/Mail Integration	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease	Y		Included in Device Lease							

2. MFD- Polychrome Pricing

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X										
Monthly MFD Polychrome Impressions Included in Monthly Device Lease Cost		160	600	1,200	1,800	3,000	4,000	7,000	12,000	20,000	50,000										
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		640	2,400	4,800	7,200	12,000	16,000	28,000	48,000	80,000	200,000										
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox										
Model		VersaLink C405	VersaLink C405	VersaLink C405	AltaLink C8130H	AltaLink C8135H	AltaLink C8145H	AltaLink C8170H	AltaLink C8170H	PrimeLink C9065	Versant 180										
Monthly Duty Cycle		80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000										
A	Overall Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041										
B	Overall Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082										
PRICING COMPONENTS (Monthly)		Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)	Required \$ Model	Monthly Lease Cost (4-Year Term)
Device Lease Cost	C MFD Polychrome - Device Lease	Y x	\$50.01	Y x	\$75.01	Y x	\$125.01	Y x	\$207.37	Y x	\$236.55	Y x	\$288.08	Y x	\$364.56	Y x	\$520.56	Y x	\$1,569.53	Y x	\$3,356.09
Core Capability	D Duplex-Print/Copy Capability	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease
Input	E Cabinet Stand	Y x	Included in Device Lease	Y x	Included in Device Lease	Y x	Included in Device Lease	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model	N	N/A for Model
	F Large Capacity Tray	Y	\$7.9300	Y	\$7.9300	Y	\$7.9300	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model	Y	N/A for Model
	G High Capacity Feeder	N		N		N		Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$13.5700	Y	\$121.5400	Y	\$52.9900
	H Envelope Feeder	N		N		N		Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	\$5.0600	Y	N/A for Model	Y	\$6.6300
Finishing	J Finisher	N		N		N		Y	\$16.1100	Y	\$16.1100	Y	\$16.1100	Y	\$31.1600	Y	\$31.1600	Y	\$34.9700	Y	\$181.1600
	J 2/3-Hole Punch	N		N		N		Y	\$4.2400	Y	\$4.2400	Y	\$4.2400	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$15.9000
	K Sort	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	L Staple	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Network Printing	M Ability to monitor job status remotely	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	N Locked Print (via passcode) with installation	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Fax	O Single Fax Line	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$10.1500	Y	\$15.8700	N	N/A for Model
	P Two-Sided Faxing	N		N		N		Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	\$23.7200	Y	N/A for Model
Scanning	Q Networking Scanning Package	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	R Scan to e-mail	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	S Scan to Network Server	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	T Scan to network PC	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	U OCR Capability	N		N		N		Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	V Color Scanning	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
Software Integration	W LDAP 3.0 Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease
	X SMTP/Mail Integration	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease	Y	Included in Device Lease

3. MFD- Polychrome Pricing

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox
Model		VersaLink C405	VersaLink C405	VersaLink C405	AltaLink C8130H	AltaLink C8135H	AltaLink C8145H	AltaLink C8170H	AltaLink C8170H	PrimeLink C9065	Versant 180
Monthly Duty Cycle		80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000
A Cost Per Impression (Color)		\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041
B Cost Per Impression (B&W)		\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082
PRICING COMPONENTS (Monthly)		Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model	Required \$ Model
		Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)
Device Lease Cost	C MFD Polychrome - Device Lease	Y x \$40.02	Y x \$40.02	Y x \$40.02	Y x \$104.37	Y x \$108.55	Y x \$113.08	Y x \$122.57	Y x \$122.57	Y x \$319.54	Y x \$1,383.88
Core Capability	D Duplex-Print/Copy Capability	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease
Input	E Cabinet Stand	Y x Included in Device Lease	Y x Included in Device Lease	Y x Included in Device Lease	N N/A for Model	N N/A for Model	N N/A for Model	N N/A for Model	N N/A for Model	N N/A for Model	N N/A for Model
	F Large Capacity Tray	Y \$7.9300	Y \$7.9300	Y \$7.9300	Y N/A for Model	Y N/A for Model	Y N/A for Model	Y N/A for Model	Y N/A for Model	Y N/A for Model	Y N/A for Model
	G High Capacity Feeder	N \$13.5700	N \$13.5700	N \$13.5700	Y \$13.5700	Y \$13.5700	Y \$13.5700	Y \$13.5700	Y \$13.5700	Y \$121.5400	Y \$52.9900
Finishing	H Envelope Feeder	N \$5.0600	N \$5.0600	N \$5.0600	Y \$5.0600	Y \$5.0600	Y \$5.0600	Y \$5.0600	Y \$5.0600	Y N/A for Model	Y \$6.6300
	I Finisher	N \$16.1100	N \$16.1100	N \$16.1100	Y \$16.1100	Y \$16.1100	Y \$16.1100	Y \$31.1600	Y \$31.1600	Y \$34.9700	Y \$181.1600
	J 2/3-Hole Punch	N \$4.2400	N \$4.2400	N \$4.2400	Y \$4.2400	Y \$4.2400	Y \$4.2400	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y \$15.9000
	K Sort	N Included in Device Lease	N Included in Device Lease	N Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
Network Printing	L Staple	N Included in Device Lease	N Included in Device Lease	N Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	M Ability to monitor job status remotely	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
Fax	N Locked Print (via passcode) with installation	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	O Single Fax Line	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$10.1500	Y \$15.8700	N N/A for Model
Scanning	P Two-Sided Faxing	N \$23.7200	N \$23.7200	N \$23.7200	Y \$23.7200	Y \$23.7200	Y \$23.7200	Y \$23.7200	Y \$23.7200	Y N/A for Model	N N/A for Model
	Q Networking Scanning Package	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	R Scan to e-mail	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	S Scan to Network Server	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	T Scan to network PC	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	U OCR Capability	N Included in Device Lease	N Included in Device Lease	N Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
Software Integration	V Color Scanning	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	W LDAP 3.0 Integration	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease
	X SMTP/Mail Integration	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease	Y Included in Device Lease



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 **180000000367**

CONTRACTOR	XEROX CORPORATION
	201 Merrit 7
	Norwalk, CT 06851-1056
	Chris Bantham
	913-915-7700
	chris.bantham@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
		LaddM@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
PRE-QUAL PROGRAM MIPRINT PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		As per agreement		
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				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		
DESCRIPTION				
Effective January 10, 2020, this contract is revising the Contractor's Primary Contact to Chris Bantham and the contact language regarding MiPrint Contract Terms, Sections 8 and 9, will be revised as per the attached contract language changes. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.				



Revisions to MiPrint Contract Terms Sections 8 and 9.

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:
Valerie Hiltz DTMB Central Procurement Services hiltzv@michigan.gov 517-249-0459	Chris Bantham 7705 West 154 th Street Overland Park, KS 66223 chris.bantham@xerox.com 913-915-7700

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

State:	Contractor:
Valerie Hiltz DTMB Central Procurement Services hiltzv@michigan.gov 517-249-0459	Chris Bantham 7705 West 154 th Street Overland Park, KS 66223 chris.bantham@xerox.com 913-915-7700

**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 **17118000000367**

CONTRACTOR	XEROX CORPORATION
	201 Merritt 7
	Norwalk, CT 06851-1056
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
		LaddM@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per agreement	
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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective July 22, 2019 this contract revises Schedule A, Section 1.5.3.I. of Support: Ongoing Service Support as attached and amends Appendix II- MiPrint Break/Fix Process. All other terms, conditions, specifications and pricing remain the same. Per Contractyor and Agency agreement and DTMB Central Procurement Services approval.



Revised Contract Language via Change Notice #3
Effective 7/22/19

Schedule A, Section 1.5.3.I is revised to read as follows:

- I. All service calls for equipment will be managed through the DTMB Client Service Center (CSC) Help Desk. Specific Help Desk process and procedures are available through MiPRINT.
 1. State's stakeholders shall follow the break/fix processes detailed in **Appendix II – MiPRINT Break/Fix Process** which defines roles and responsibilities.
 2. The Contractor is required to have a toll-free help desk that is staffed and able to take calls from 8:00 AM to 5:00 PM EST, during normal working hours, except for State-observed holidays.



STATE OF MICHIGAN

MiPrintProgram

APPENDIX II – MiPrint Break/Fix Process

Title: MiPrint Break/Fix Process		
Purpose: To inform how to Report and Address Xerox device problems		
Agencies: All		
Audience: Client/Device Key Operator, CSC Analyst, MiPrint staff		
STEP	RESPONSIBILITY	ACTION
1	Client/Device Key Operator	Obtain Xerox Device ID information: a) Serial Number b) Model Number c) ID Number of device d) Device location, agency, county, city, street address, building, floor
2	Client/Device Key Operator	Contact DTMB Client Service Center at 1-800-968-2644, 517-241-9700 to report a problem with the Xerox device.
3	DTMB CSC Analyst	DTMB CSC Analyst will determine if the problem is with the State of Michigan network or software. a) If State of Michigan problem DTMB CSC Analyst will enter remedy ticket and assign to appropriate group. b) If determined to be Xerox problem, DTMB CSC Analyst will provide Client/Device Key Operator contact information for contacting vendor and CSC Analyst will close remedy ticket.
4	Client/Device Key Operator	Contacts the Xerox Helpdesk with number provided by CSC Analyst and provide device information.
5	Client/Device Key Operator	Will contact DTMB-CSC Analyst if Xerox doesn't respond within 2 business days after placing service call.
6	DTMB CSC Analyst	Will issue remedy ticket and escalate to the DTMB IT MIPRINT staff.
7	DTMB IT MIPRINT Staff	Assigned staff will contact and escalate service call to Xerox.



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 17118000000367

CONTRACTOR	XEROX CORPORATION
	201 Merritt 7
	Norwalk, CT 06851-1056
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
	LaddM@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
(517) 249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY			
PRE-QUAL PROGRAM MIPRINT PROGRAM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per agreement	
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			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REvised EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	January 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,000,000.00	\$0.00	\$6,000,000.00	
DESCRIPTION			
Effective April 1, 2019, this contract revises Schedule B to correct a clerical pricing error as attached. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and DTMB Central Procurement Services approval.			



	X	SMTP/Mail Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
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Additional Optional Accessories may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.

2. MFD-Polychrome Pricing

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X	
Monthly MFD Polychrome Impressions Included in Monthly Device Lease Cost		160	600	1,200	1,800	3,000	4,000	7,000	12,000	20,000	50,000	
Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost		640	2,400	4,800	7,200	12,000	16,000	28,000	48,000	80,000	200,000	
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	
Model		VersaLink C405	VersaLink C405	VersaLink C405	AltaLink C8030H	AltaLink C8035H	AltaLink C8045H	AltaLink C8070H	AltaLink C8070H	C60	Versant 180	
Monthly Duty Cycle		80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000	
A	Average Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.041	
B	Average Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082	
PRICING COMPONENTS (Monthly)		Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	
Device Lease Cost	C	MFD Polychrome - Device Lease	\$50.01	\$75.01	\$125.01	\$207.37	\$236.55	\$288.08	\$364.56	\$520.56	\$1,569.53	\$3,356.09
Core Capability	D	Duplex-Print/Copy Capability	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	



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 1
 to
 Contract Number 171180000000367

CONTRACTOR	XEROX CORPORATION
	201 Merritt 7
	Norwalk, CT 06851-1056
	Lisa Perkins
	502-410-8679
	lisa.perkins@xerox.com
	CV0002523

STATE	Program Manager	Mary Ladd	DTMB
		517-241-7561	
		LaddM@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM MIPRINT PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 26, 2018	January 31, 2028	5 - 1 Year	January 31, 2028

PAYMENT TERMS	DELIVERY TIMEFRAME
	As per agreement

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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,000,000.00	\$0.00	\$6,000,000.00		

DESCRIPTION

Effective October 31, 2018, this contract will add language regarding stand alone scanners as indicated in lanuage updates for Schedule A and Schedule B. Also added is the Federal Provisions Addendum. The Contract Administrator is changed to Valerie Hiltz, DTMB Central Procurement Services. All other terms, conditions, specifications and pricing remain the same. Per Agency and Contractor agreement, and DTMB Central Procurement Services approval.



Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).



9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

[Type name and title]

[Type company name]

Date: _____

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

AGENCY	NAME	PHONE	EMAIL



STATE OF MICHIGAN

MiPRINT Program

From Schedule A- Statement of Work

Page: 16

1.3 IN SCOPE

The scope of the products and services in this Contract includes print, copy, scan or fax of documents in the office work area environment through a leased cost per impression devices.

A high level summary of the requirements and in scope products and services are as follows:

- TASKS REQUIREMENTS, AND DELIVERABLES

1. Output Evaluation (OE) by Contractor at the Agency's Request
2. Implementation of Output Solution
3. Ongoing Service Support
4. Training and Technical Assistance

- MANAGED SOFTWARE REQUIREMENTS

5. Device Management
6. Connectors for multifunction (MFD) devices to HP Trim and IBM FileNet
7. EFax Solutions
8. Mobile Printing
9. KOFAX Advanced Capture Solution
10. Print Management
11. Nuance e-Copy w/ PDF Pro Office

- GREEN REQUIREMENTS

- FLEET MANAGEMENT

- CUSTOMER SERVICE AND STAFFING

- COMMUNICATION PLAN



- PRINTERS AND PLOTTERS
- 3D PRINTERS
- STAND-ALONE SCANNERS

Page: 25

1.11 PRINTERS AND PLOTTERS

The State reserves the right to lease printers and plotters through this Contract. When any printer or plotter comes with storage media; said storage media will be retained by the State after repair, or end of product life.

1.12 3D PRINTERS AND STAND-ALONE SCANNERS

The State reserves the right to lease or purchase:

- A. 3D printers, consumables, accessories and related Services.
- B. Stand-alone scanners.

From Schedule B – PRICING

Page: 32

1. MFD-Monochrome Pricing
2. MFD-Polychrome Pricing
3. MFD-Polychrome Pricing (Cost Per Impression)
4. Software & Services
5. Plotters, 3D Printers, Stand-Alone Scanners etc.
6. Pricing Assumptions

Page 51

5. Plotters, 3D Printers, Stand-Alone Scanners etc.

Plotters, 3D Printers, Stand-Alone Scanners and additional hardware may be purchased through this Contract. Please Contact the Ricoh Primary Contact on the Contract cover page for current pricing.

Revised via Change Notice #1- Effective 10/31/18

CONTRACT #171-18000000367



Form No. DTMB-3522 (Rev. 10/2015)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CONTRACT NO. **171-18000000367**

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Xerox Corporation 201 Merritt 7 Norwalk, CT 06851-1056	Lisa Perkins	lisa.perkins@xerox.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	502-410-8679	8020

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Mary Ladd	517-241-7561	LaddM@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jennifer Bronz	517-249-0493	BronzJ@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: MiPRINT Program			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Ten Years	February 26, 2018	January 31, 2028	1, 3, or 5 year options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	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			
Per Contract			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$6,000,000.00	

For the Contractor:

Lisa A. Perkins
Account General Manager
Xerox Corporation

Date

For the State:

Simon Baldwin
DTMB IT Category Manager
State of Michigan

Date



STATE OF MICHIGAN

MiPRINT CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Xerox Corporation (“**Contractor**”), a New York Corporation. This Contract is effective **February 26, 2018** (“**Effective Date**”), and unless terminated, expires **January 31, 2028** (the “**Term**”) **ten years**.

This Contract may be renewed at the discretion of the State in one-year, three-year, or five-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:

“**Agency**” means an executive branch agency of the State of Michigan.

“**Agency Order Agreement**” means an agreement entered into between an Agency and the Contractor for the provision of input/output equipment and/or services pursuant to the terms of the Contract.

“**Agency Program Coordinator**” means the Agency representative responsible for output management facilitation, communication and coordination with Agency leadership and Contractor.

“**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 29.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 the **Section 9**.

“**Statement of Work**” means the statement of work entered into by the parties and attached as a **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.

“**Deliverables**” means all equipment, hardware, software, components, options, accessories, documentation, reports, and all other materials that Contractor or any Subcontractor is required to or otherwise does sell to or



provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work or an Agency Order Agreement.

“**Dispute Resolution Procedure**” has the meaning set forth in **Section 41**.

“**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 equipment, hardware and software.

“**DTMB**” means the Michigan Department of Technology, Management and Budget.

“**Effective Date**” has the meaning set forth in the preamble.

“**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.

“**Key Personnel**” means any Contractor Personnel identified as key personnel in the Statement of Work.

“**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.

“**Reports**” means any and all reports that Contractor is obligated to or otherwise does provide under the Statement of Work or the Agency Order Agreement.

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

“**Services**” means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, the Statement of Work, or an Agency Order Agreement, including but not limited to installation, implementation, integration, field support, and incident response.

“**State**” means the State of Michigan.

“**State Data**” has the meaning set forth in **Section 28**.

“**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, including manufacturers, publishers, suppliers and material providers.

“**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**.

2. **Ordering.** Once an Agency has entered into an Agency Order Agreement, the Agency Program Coordinator will order Services and Deliverables via Contractor’s web portal. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO AGENCY ORDER AGREEMENTS.
3. **Invoicing.** Invoicing requirements are set forth in the Statement of Work. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY INVOICES.
4. **Delivery.** Delivery requirements are set forth in the Statement of Work.
5. **Risk of Loss.** Until final acceptance, and risk of loss or damage to equipment Deliverables remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the equipment Deliverables, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming equipment Deliverables remains with Contractor. Rejected equipment Deliverables not removed by Contractor within ten (10) calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected equipment Deliverables.
6. **Maintenance, Support and Warranty.** Contractor’s maintenance, support and product warranty obligations are set forth in the Contract and Statement of Work.
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 Statement of Work, and any applicable Agency Order Agreement.

a. State Standards

- i. The Contractor and all Subcontractors must adhere to all applicable 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://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,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 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.** Upon request of an Agency, 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 Agency and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The Agency, 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; provided however that the State has no control over whether Contractor employs or continues to employ the individual. 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 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, or internal promotion by the vendor of the individual provided that Contractor completes its transition responsibilities related to the replacement of Key Personnel. 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 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.

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: Jennifer Bronz DTMB Procurement BronzJ@michigan.gov 517-249-0493	If to Contractor: Lisa A. Perkins 151 Rest cottage Lane Pewee Valley, KY 40056 Lisa.Perkins@Xerox.com 502-523-3733
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9. **Contract Administrators.** The following individuals are each party's Contract Administrator:

State: Jennifer Bronz DTMB Procurement BronzJ@michigan.gov 517-249-0493	Contractor: Lisa A. Perkins 151 Rest cottage Lane Pewee Valley, KY 40056 Lisa.Perkins@Xerox.com 502-523-3733
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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	Contractor must have their policy endorsed to include "the State of Michigan, its



<p>\$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0; or equivalent as approved by the State.</p>
<p>Umbrella or Excess Liability Insurance</p>	
<p><u>Minimal Limits:</u> \$10,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; or equivalent as approved by the State.</p>
<p>Automobile Liability Insurance</p>	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>
<p>Workers' Compensation Insurance</p>	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>Employers Liability Insurance</p>	
<p><u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.</p>	
<p>Privacy and Security Liability (Cyber Liability) Insurance</p>	
<p><u>Minimal Limits:</u> \$3,000,000 per Claim \$3,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to include “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>
<p>Professional Liability (Errors and Omissions) Insurance</p>	
<p><u>Minimal Limits:</u> \$3,000,000 per Claim \$3,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u> \$250,000 Per Loss</p>	



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 (b) require that subcontractors maintain the required insurances contained in this Section; and (c) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver. Contractor agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be cancelled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Contractor's insurance broker.

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 Services 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.

Any Statement of Work between Contractor and MiDEAL member will be independently negotiated by the parties. 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

- b. Non-Report Deliverables. Intellectual Property Rights with respect to non-Report Deliverables will be governed by the individual license agreement that pertain to that particular Deliverable.

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, at least 90 calendar days before the effective date, the State 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.** Services and Deliverables are subject to inspection and testing by the State in accordance with the Statement of Work and any applicable Agency Order Agreement.
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 Services and Deliverables performed as specified in the Statement of Work or the applicable Agency Order Agreement. 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 Services and Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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 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 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 Statement of Work.
20. **Stop Work Order.** The State may suspend any or all Services under the Contract 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. With the exception of minimum monthly lease charges, the State will not pay for any Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period. Notwithstanding the foregoing, the State will not pay minimum monthly lease charges during a stop work period if



the Stop Work Order results from equipment failure, non-appropriation, or negative appropriation. If this Contract is terminated, the handling of remaining lease charges are addressed in Section 21, if the State terminates the Contract for Cause, or Section 22, if the State terminates the Contract for Convenience.

- 21. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the 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) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations under this Contract, and fails to cure such breach within thirty (30) calendar days. 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 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 reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services and Deliverables from other sources.

In the event the Contract is terminated for Cause prior to meeting the State's lease obligations for the full term, the State will not pay termination charges assessed by the Contractor.

- 22. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason with fifteen (15) days prior written notice (except in the case of non-appropriation or negative appropriation), including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor 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.

Except in the case of termination for non-appropriation or negative appropriation, in the event the Contract is Terminated for Convenience prior to meeting the State's lease obligations for the full term, the State will pay termination charges assessed by the Contractor, which will be no greater than the remaining stream of lease payments.

- 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 the Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all 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 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 related to the provision of Deliverables or Services under this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right of any third party by Contractor-branded equipment or software that is necessary for the reasonable and proper operation or use of any Deliverable, or any third-party software that is necessary for the reasonable and proper operation or use of any Deliverable, and Contractor is unable to transfer indemnification obligations of the software publisher or OEM; or (c) any bodily injury, death, or damage to real or tangible personal property occurring to the extent of the negligence or more culpable conduct 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.

Notwithstanding Section 24(b) and the preceding paragraph of this Section 25, Contractor will have no liability or obligation regarding infringement arising solely from (a) use of equipment, software, commodity, or service in a manner other than its intended use as reflected in the applicable Statement of Work, (b) Contractor's compliance with any designs, specifications, or instructions of the State, (c) modifications to equipment, software, commodity, or service by the State without the prior knowledge and approval of Contractor, or (d) the State's failure to use modifications or enhancements made available at no cost to the State by Contractor, provided Contractor has given the State written notice and such modification or enhancement will not negatively impact the State.

- 26. Limitation of Liability.** NEITHER PARTY WILL BE LIABLE, 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 THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR 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. IN NO EVENT WILL THE CONTRACTOR'S AGGREGATE LIABILITY TO STATE 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 EIGHT MILLION DOLLARS (\$8,000,000).
- 27. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within fifteen (15) calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving Contractor, a Subcontractor, or an officer or director of Contractor or Subcontractor, that arises during the term of the Contract that might reasonably be expected to adversely affect Contractor's ability 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 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. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, 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 twenty-four (24) 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 after the Contractor receives information for the affected individuals; 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; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (h) 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 commercially reasonable 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 promptly 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 are available to Contractor upon request.

- 31. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may 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.

Within 10 calendar days of providing notice, 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 (other than Contractor's internal costs to provide products and services) 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 Statement of Work and the applicable Agency Order Agreement. In connection with any other product sale, Contractor shall transfer to the State any product warranties made by the applicable product manufacturer, to the extent transferable and without recourse, and CONTRACTOR MAKES NO ADDITIONAL WARRANTY OR GUARANTY WITH RESPECT TO ANY SUCH THIRD-PARTY PRODUCTS. Physical or electronic copies of any applicable product warranty will be delivered by Contractor to the State;
- b. with the exception of third-party software licensed directly by the State, 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. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, CONTRACTOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
- d. 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;
- e. 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;
- f. it acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software or hardware provider. 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 provider for any reason whatsoever during the term of this Contract.

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. Software.** All Contractor and/or third-party software provided by Contractor as part of or in connection with this Contract is licensed, not sold, and is subject to usage restrictions set forth in the relevant transaction documentation, and to the terms of the respective end user license agreements, for which the State has reviewed and approved. If such software is manufactured by a party other than Contractor, then the State acknowledges that Contractor is not the manufacturer or copyright owner of such third-party software and that CONTRACTOR MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES WITH RESPECT THERETO. Contractor shall make available to the State any warranties made available to Contractor by the manufacturer of the software and/or products utilized by Contractor in connection with the Services, to the extent transferable and without recourse.
- 35. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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 Services from other sources.
- 40. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god 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.
- 41. 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.



42. **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.
43. **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.
44. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
45. **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.
46. **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. **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 SERVICES, DELIVERABLES (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION, WHETHER BY CONTRACTOR, SUBCONTRACTOR, OR ANY THIRD-PARTY SOFTWARE MANUFACTURER, 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 SERVICE, DELIVERABLE (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.**
47. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



STATE OF MICHIGAN

Contract No. 171-18000000367
MiPRINT Program

Schedule A – STATEMENT OF WORK

1.1 PURPOSE

This Contract is for output management services for digital copiers, faxes, scanners, printers, and multi-functional office devices (individually and collectively, "Equipment") on a cost per image basis for all State of Michigan departments and agencies.

The Contractor will perform the following activities and results:

1. Implement flexible output solutions to meet the varied business needs of State agencies
2. Increase office productivity and provide cost-effective and energy-efficient office document output production that leverages advancing technology
3. Take a managed approach to output management on an enterprise-wide basis
4. Improve efficiency of document flow between and within agencies
5. Use industry expertise to select optimal output solutions
6. Achieve maintenance and internal efficiencies with standard solutions that meet agency business needs while controlling the number of different models of output devices

1.2 BACKGROUND

The State has awarded output management contracts to Konica Minolta, RICOH and Xerox, using pricing based on cost per image. The contracts and services provided for the State's MiPRINT Program are designed to address document output workflow evaluation, device recommendation, placement and full support services. The contracts will offer all current MFD, printer, copier, scanner and fax devices and associated services and support. Through the MiPRINT Program, State agencies have the discretion to use the contract in conjunction with DTMB's assistance to have the agency's equipment output evaluated and order services and equipment from Konica Minolta, RICOH or Xerox.

1.3 IN SCOPE

The scope of the products and services in this Contract includes print, copy, scan or fax of documents in the office work area environment through a leased cost per impression devices.

A high level summary of the requirements and in scope products and services are as follows:

- TASKS REQUIREMENTS, AND DELIVERABLES

1. Output Evaluation (OE) by Contractor at the Agency's Request
2. Implementation of Output Solution
3. Ongoing Service Support
4. Training and Technical Assistance

- MANAGED SOFTWARE REQUIREMENTS

5. Device Management
6. Connectors for multifunction (MFD) devices to HP Trim and IBM FileNet
7. EFax Solutions
8. Mobile Printing
9. KOFAX Advanced Capture Solution
10. Print Management
11. Nuance e-Copy w/ PDF Pro Office

- GREEN REQUIREMENTS

- FLEET MANAGEMENT

- CUSTOMER SERVICE AND STAFFING

- COMMUNICATION PLAN

- PRINTERS AND PLOTTERS

- 3D PRINTERS



- PROBLEM MANAGEMENT SYSTEMS AND PROCESS

12. Break-Fix Repair Calls for Contractor-Supplied Equipment
13. Standard Maintenance Calls
14. Reporting MiPRINT Problems
15. Resolution Escalation

- PROGRAM CONTROL AND QUALITY

16. Program Change Management & Installs, Moves and Addendums
17. Governance
18. Performance Requirements and Measurement

- REPORTS

19. Monthly Activity Report
20. Monthly Asset Report
21. Monthly Shipping Reporting

- SERVICE LEVEL AGREEMENT

- ORDER PROCESS

22. Order Processing
23. Substitutions

1.4 OUT OF SCOPE

Production, high-volume, print service solutions are not part of the scope of services.

1.5 TASKS, REQUIREMENTS, AND DELIVERABLES

This section defines the tasks, requirements, and deliverables necessary to execute the products and services.

1.5.0 Enterprise IT Policies, Standards and Procedures

All services and products provided through the Contract must comply with all applicable State IT policies and standards.

Enterprise IT Policies, Standards and Procedures:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

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

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

Enterprise IT Security Policy and Procedures include but are not limited to:

http://www.michigan.gov/documents/dmb/1335_193161_7.pdf

http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Changes to vendor hardware/software required due to State policy, standards, regulatory or security changes after contract execution will be borne by the Contractor.

ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's solution 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



1.5.1 Output Evaluation (OE) by Contractor at the Agency's Request

The Output Evaluation will be provided by the Contractor upon the request of the Agency. This service is at no cost to the State. The goal of this evaluation is to determine the best and most cost effective output technology solution considering the workplace needs. The results of the output evaluation will be a detailed recommendation report for each agency office environment (Output Evaluation Report-OER). Recommendations within the OER must include technology refresh recommendations, and recommendations on related/interfacing technologies that may impact current and planned State output management solutions. It should include a training plan, and site survey to determine the work area has proper power and Network connectivity available. Upon request Contractor will provide evaluation, and test data to support the recommendation capability and assumptions. The OE like all other MiPRINT services will be available to all State offices including the Upper Peninsula and Correctional Facilities.

1.5.2 Implement: Implementation of Output Solution

Requirements in this stage involve equipment placement, connection, testing and acceptance by the Agency, and user training.

Contractor will obtain approvals from the Agency Program Coordinator (APC) for deploying and integrating the recommendation into the operational environment. The APC will submit an online order for the request through the vendor web portal for the required equipment. Contractor onsite support staff will then complete the Change Management Template (Remedy) to begin the IMAC (Installs, Moves, Adds, and Changes) process.

Service will include consideration for:

1. Installation schedule to minimize disruption to normal operating routine and business activity, with the input of the APC in defining business activity events which may impact the schedule.
 2. Security and building access requirements to be facilitated by APC
 3. Definition of billing/invoice process and Agency establishment of account detail for billing
 4. Communication with other vendors on current equipment, service contracts, and de-installation procedures. The State will lead the coordination for removal of any prior equipment. Any communication regarding current equipment, service contracts, and de-installation procedures will be done by the Agency. Very minimal interaction between vendors will be expected.
 5. Contractor will provide all necessary resources reasonably required to meet deployment of the recommended and approved solution.
 6. Coordination with infrastructure and application resources for the work area and Agency business processes to ensure a smooth and comprehensive implementation.
 7. Contractor will comply with all State of Michigan firewall, security, data and facility access standards and processes.
- a. The Agency is responsible for coordination of removal of existing equipment to be eliminated from the work area. This should be done through the existing State of Michigan Surplus program.
 - b. Contractor will place the equipment on the mutually agreed upon schedule dates for both new equipment and relocated or re-deployed equipment. Failure to place equipment within agreed upon dates due to the Agency failure in site preparation, access, or any other Agency task responsibilities, will not be considered Contractor failure in placement. Contractor will work with the Agency APC to resolve the problem and place the equipment as quickly as possible. Inability to place equipment due to catastrophic or weather related causes will result in adjustments to the schedule which are mutually agreeable to the Contractor and the APC. Unresolved issues will be escalated to the State of Michigan Enterprise Program Manager.
 - c. Contractor will be responsible for conducting equipment training for State of Michigan personnel on equipment hardware, software, procedures and support processes.
 - d. All equipment involved in the work area implementation will be included in the updated inventory database. Contractor will place an ID Tag on equipment for asset management.
 - e. Contractor is responsible for transferring new equipment to the designated location, receiving and installing the equipment, and testing to ensure satisfactory operation.
 - f. Equipment preparation, staging sites and delivery logistics for equipment to be implemented, are the responsibility of Contractor, with assistance, as needed, from the APC to provide facility access and procedural information. Logistics management will include data tracking to validate proper equipment delivery, setup and placement according to the implementation plan and schedule



- g. Contractor will provide equipment operation and user guide manuals (electronic guides are acceptable) for placed Contractor equipment.
- h. User Guide information and tips will also be maintained on the vendor web-site.
- i. Completion of implementation will be verified through APC sign-off on the Implementation sign-off form provided by Contractor. During the acceptance period, the State will evaluate all features and performance of the equipment and network connectivity to ensure proper working conditions. The APC will provide notice to the Contractor of any defects no later than twenty (20) business days following the date of delivery. Such notice of defects may be delivered electronically or in writing at the discretion of the APC.

The State will accept the equipment Deliverable after it has been delivered to the site, setup and installed and operational without the reporting of any damages or errors. After acceptance the State will not reject the equipment Deliverable and Contractor is still responsible for repairs or replacement in accordance with the Contract terms. See Schedule A, Section 1.13 Problem Management Systems and Process for details on how Equipment failure that occurs after acceptance will be handled.

- j. Upon completion of implementation and sign-off, all users will receive a survey to assess Contractor equipment satisfaction, installation courtesy and process, and training effectiveness. Survey results are reviewed by Contractor and forwarded to the Agency APC and State of Michigan Enterprise Program Manager. The State will provide survey requirements, but the survey will be conducted by the Contractor.

1.5.3 Support: Ongoing Service Support

Contractor will provide on-going support services for the output management devices placed by Contractor. All Contractor support staff shall be accounted for in the monthly rate that is priced for the device. The State will not require onsite support staff unless the volumes warrant such a need. This will be determined by the State Program Manager, and reviewed during the regularly scheduled meetings and performance reviews with the Contractor. These services are defined in this section.

- a. Contractor shall supply an on-site support staff person who will sit with DTMB staff located in Lansing, Michigan if the State Program Manager determines this is necessary. The responsibilities of this person shall include: assisting the APC's in the ordering of devices, reviewing orders to be submitted to the Contractor; and coordinating the delivery and training on the leased devices. The position also serves as the first line of contact for technical questions from DTMB staff. The proposed person should have extensive knowledge of the Contractor's processes and have good customer service skills. It is preferable that the proposed person have knowledge of Remedy. The cost of the support person shall be included in the CPI cost.
- b. Contractor shall provide all installation services that the staff needs for the program, including deskside installation of leased devices. Installation services will include connecting the device to the network and loading the appropriate drivers so that the clients can fully utilize the device after installation is complete. The installation staff should have sufficient technical skills to install the appropriate drivers, extensive knowledge of Multi-Functional Devices (MFD), and advanced trouble shooting skills. The intent is that the clients will be able to copy/print/scan/fax upon completion of the installation.
- c. Contractor will perform regular equipment monitoring of placed equipment including equipment performance, usage, and service repair calls. This data will be tracked and analyzed on a regular, mutually acceptable basis across all installations, and as requested by specific APC's or the EPM to be used to analyze gaps in output evaluation recommendations and usage assumptions versus actual use volumes, workflow, and trends. Contractor also will provide, upon request of the State, performance benchmarking and cost comparison efforts in order to assess services relative to current industry standards and perceived best practices. Contractor will review documented verification of industry benchmarks and gap analysis of State of Michigan actuals to benchmarks with the APC and EPM, and make adjustment recommendations, if and to the extent applicable.
- d. Contractor at its discretion may host a yearly forum showcasing Contractor products and capabilities for State of Michigan employees at a mutually agreed-upon location in Michigan. The agenda will include new technology user guidelines, tips and best practices for increasing efficiencies in output production and management. All costs related to the forum will be borne by the Contractor.
- e. Contractor will distribute a yearly end-user survey to assess level of customer satisfaction with equipment and services. Survey results will be returned to APC for each Agency and summarized/reported to the EPM.



- f. A complete inventory of leased equipment, software and features will be maintained in a database and will include Cost Per Image data for devices, volume thresholds, life cycle/refresh cycle data (timeframe that is remaining in the lease before it is refreshed), IP address, queue names and utilization parameters. The utilization parameters will be used to determine if the equipment is right sized for the environment and will identify devices that are under or over utilized. The data will be current and updated as equipment changes location and/or ownership, features are added, equipment disposition occurs etc. Inventory data will be provided to APC's on a regular basis and to EPM as requested. The back end for the Contractor's inventory system must interface with the State's SQL system.
- g. The MiPRINT Web Portal will provide two access levels based on roles.
 - The unrestricted role will have access to the following information:
 1. Directions & cheat sheets
 2. List state-approved devices including state pricing and product descriptions
 3. Portal to restricted login
 4. Online or phone supply ordering (need e-mail/phone, device#)
 - The restricted access features will include: (Restricted access will be limited to APC's and authorized DTMB staff.)
 1. On-line Order requests
 2. Device move requests
 3. Device Accessory requests
- h. The requests shall capture the device type, lease term, location, & installation date, and would initiate transmittal of the Agency Order Agreement (AOA) to the APC. AOA's will remain valid until their expiration dates, unless earlier termination can be obtained.
- i. Contractor will direct, administrate, and manage a comprehensive lifecycle maintenance program for all Contractor output management devices and software. This maintenance will include a technology refresh program. The refresh period is defined as the period of time for which an item of equipment shall be placed before it is eligible for a mutually acceptable technological upgrade per the terms and conditions of the resulting AOA's.
- j. Prior to refresh replacement of equipment, Contractor, when requested, will perform another Output Evaluation of the work area and provide a new recommendation.
- k. Contractor will perform ongoing supplies monitoring of Agency supply orders to gather usage data for analysis on equipment use, toner recycling, and life cycle projection.
- l. All service calls for equipment will be managed through the DTMB Client Service Center (CSC) Help Desk. Specific Help Desk process and procedures are available through MiPRINT. This service shall follow current break/fix processes detailed in **Appendix II – MiPRINT Break/Fix Process**. The Contractor is required to have a toll-free help desk that is staffed and able to take calls from DTMB CSC from 8:00 AM to 5:00 PM EST, during normal working hours, except for State-observed holidays.
- m. For Contractor devices that do not require technical expertise or special handling for supplies, toner and chemical replacement, Contractor will provide supplies, toner and chemicals to meet equipment needs and the State will install replacement toner, chemical and supplies in these devices as necessary. These supplies and consumables will be ordered through a vendor supplied toll free phone number or website. For devices that require technical expertise or special handling for supplies, toner and chemical replacement, Contractor shall provide and install supplies, toner and chemicals to meet equipment needs.
- n. Technical Service call support will be provided through a separate dedicated toll-free telephone support number at no additional charge. These calls will be placed to the Contractor by DTMB support staff. Calls not involving break-fix or standard repair maintenance will be managed by Contractor as follows:
- o. Preventive Maintenance for Contractor Supplied Devices
Preventive maintenance will be based upon the specific needs of an individual device model as determined by the manufacturer and Contractor. Preventive maintenance services may include, but are not limited to, necessary cleaning, periodic adjustments, and replacement of worn components at scheduled intervals based on the output management volumes. In the event such services may take up to several hours to perform and may cause inconvenience to an agency or department, Contractor will make every effort to contact the key operators at least



eight (8) business hours before scheduling any preventive maintenance repairs. These services are included in the cost per image charge. Contractor will be responsible for any and all costs involved in the maintenance operation, including travel, parking, labor, and parts replacement.

p. User Guide Questions

Contractor will provide User Guide tips and manuals available to assist the end-user and key operators. User Guide tips will be available and maintained by Contractor through the Website. Operator manuals will be available in PDF form for placed equipment. Contractor will also respond to calls placed on behalf of agency end users by DTMB support staff for any user questions involving, but not limited to, navigating the output driver software, specific device feature use, and interpretation of device error messages, within 4 hours on a monthly aggregated basis.

1.5.4 Training and Technical Assistance

Contractor must have staff able to provide technical assistance and training to State agencies at any location, including problem solving, machine operation, etc. Contractor must have ready access to manufacturers' technical resources for problems that are beyond the ability of the Contractor's service staff. An operator training program must be provided by the Contractor upon request. Following installation, a primary operator and back-up operator must be trained for each location. This training must be done on-site. Additional training sessions may be requested by an APC. Contractors must furnish technical assistance in the operation and maintenance of machines on request. Such assistance shall be available within 24 hours and without additional cost. Please note that for wide format, 3-D Printers, Specialty Products and Applications solutions there are advanced user functions and implementations requirements that require additional specialized training. Advanced training on these functions is chargeable.

Contractors must furnish descriptive literature of all their awarded model(s) to any APC that requests it. Descriptive literature must be sent to the APC within 24 hours after a request is made at no additional cost.

1.5.5 MiPRINT Web Portal

The Contractor is responsible for hosting a customized State of Michigan MiPRINT Web Portal. Contractor will work with the State to develop this portal within 60 calendar days of contract effective date. The portal will offer the State of Michigan a customized portal for ordering and Contractor information. Day-to-day management and updates of the portal will be the responsibility of the Contractor, with the State of Michigan having final approval over all content. The State will provide an Intranet site that will include all process and procedure documents, contact information, state standards, and a link to the Contractor's Web Portal.

1.5.6 MiDEAL Web Portal

The 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. As a result, the Contractor will need to provide a separate, web-based, secure MiDEAL catalog and portal

1.5.7 Security Requirements

The following are State of Michigan security requirements. These may change from time to time based upon direction of the State's Cyber Security team. All solutions are required to meet State audit requirements that a documented process / procedure must be in place to verify compliance of data cleaning / destruction, and that a chain of custody follows any hardware that contains data.

ID	Requirement Detail
1.	Devices must be able to be controlled or accessed by Active Directory.
2.	Internal drives must have the ability to cleanse the data on the device after the data has been released, with documented compliance.
3.	The device must not allow split horizon between the hardware interfaces. (In other words, two active network interfaces cannot be configured to allow data to come in or out of one network interface and move in or out of another network interface on a device at the same time.)
4.	The device must have the ability to authenticate a user prior to printing or scanning a sensitive document.
5.	All remote management of the device must be able to be configured from a central location. If SNMP is to be used it must be version 3 or greater.
6.	It is the responsibility of the Contractor to ensure hard drives are secured according to State of Michigan standards with documented confirmation. This applies to all hard drives regardless of the reason for decommissioning.



7.	All devices that store data in any way must be wiped to DoD 5220.22-M specifications prior to removing the device from State of Michigan offices, with documented confirmation.
8.	Devices that cannot be wiped must have the storage media removed and given to the State prior to removing the device from State of Michigan offices, with documented confirmation.
9.	Data stored on devices must be encrypted or stored in such a manner as to not allow the ability for outside forces to re-create the document or image.
10.	Devices that use Wi-Fi interface must be able to support both infrastructure mode and WPA2.
11.	The devices must not allow outbound connection remote access or require communications to environments not secured to FISMA based IT requirements.
12.	The devices must have maintenance that provides updates to remediate identified security deficiencies for the devices, and this includes a documented process by which the devices are kept to current patch and firmware levels.
13.	All wireless capable devices must be configured for wired/Ethernet connectivity only. Wireless features must be disabled where applicable.

1.5.8 ERP Integration Requirements

Contractor shall, at no additional cost to the State, work with the State’ 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.

1.6 MANAGED SOFTWARE REQUIREMENTS

1.6.1 Device Management

The device management software must interface with the State’s back-end SQL database. The Contractor’s software must allow for automated meter collection. The software must manage settings on remote devices and it must be able to inventory all networked I/O devices. Software support, updates, tech support, etc. are required and the software must provide for active and passive polling.

The State will provide and pay for the enterprise device management software servers.

The software must be able to work with all manufacturers they provide the State, to pull information from printers (device status, firmware levels, service codes, etc.) and it must be able to do service reporting, i.e. downtime reports, etc. and be able to provide a graphical dashboard of Device status i.e. monitor or monitoring (standard printer MIB). Devices in an error state must have priority display so that those devices with issues or failures will be elevated to first seen in the display for the software.

Server resources will be provided by the State at no cost to vendor. Software solutions could be installed on traditional physical servers, virtual servers, or in the NGDI environment as well as other environments in the future.

1.6.2 Connectors for multifunction (MFD) devices to HP Trim and IBM FileNet

Contractor must supply any connectors available to facilitate the connection of Contractor placed multifunction devices to the State’s HP Trim and FileNet systems. Required connectors shall be included in the price per copy in Schedule B and should be clearly identified prior to commencement of the lease.

1.6.3 EFax Solutions

The State has implemented an eFax service. The current standard is the RightFax solution by OpenText. This also includes components that install on the MFD’s to direct the faxes through the State’s RightFax server. The State is also interested in exploring a cloud or hybrid cloud / on premises solution for future opportunities. The State reserves the right to procure eFax solutions through this Contract.

1.6.4 Mobile Printing

The State wishes to explore the ability to print from mobile technology including iOS and Android devices. These devices are not on the State network and the State does not allow peer to peer networking in any form on its network. The State reserves the right to procure Mobile Printing solutions through this Contract.

1.6.5 KOFAX Advanced Capture Solution

The State has implemented the advanced capture solution published by KOFAX. This includes the current version and also all product additions and modules that are available. The State reserves the right to procure KOFAX solutions through this Contract.



1.6.6 Print Management

The State wishes to explore print management software. The focus of this software is to gain insight on what is printed and which devices are being used for print with the related cost associated with the printing occurring within our environment. This software should be able to have granular reporting at an agency and individual office level. The State reserves the right to procure Print Management solutions through this Contract.

1.6.7 Nuance e-Copy w/ PDF Pro Office

The State has standardized on two Nuance tools. The first is eCopy which directly interfaces with the multifunction devices.

The second is PDF Pro Office. This utility is installed on State end user devices where it has been purchased. This tool is used to work with published PDF files as well as fillable forms. The State reserves the right to procure Nuance e-Copy w/ PDF Pro Office solutions through this Contract.

1.7 GREEN REQUIREMENTS

- a. The State of Michigan requires that the devices be Energy Star compliant, be so labeled, and the Contractor document the energy savings the State can expect to realize per year by implementing suggested devices. The devices must also be EPEAT rated, and the Contractor must show that the devices they are suggesting for State of Michigan use are in the EPEAT registry. The devices must also minimize the amount of overhead needed during operation. This includes heat, air conditioning, consumables, as well as having an option for reduced toner used on a per document basis.
- b. All devices must minimize wasted paper during the course of standard use, and function properly when using recycled paper products. The devices must also be able through driver settings default to duplex printing.
- c. The State also requires that the devices utilize high yield toners when available, and that the Contractor recycle all toner bottles or cartridges at no additional charge to the State.

1.8 FLEET MANAGEMENT

The Contractor recognizes that the State may from time to time wish to move one or more machines leased from Contractor pursuant to an Agency Order Agreement (AOA) to another State location or agency for the purpose of optimizing machine usage and functionality within the State's network of agencies. In such case, the applicable State agency ("Requesting Agency") shall submit a request through the web portal to Contractor, at which time Contractor shall place the applicable machine on a "Redeployment List." When a subsequent order for a machine is received by Contractor from any State agency, Contractor shall first attempt to deploy a machine listed on the Redeployment List with that agency ("Accepting Agency"). Contractor shall inform both the Requesting Agency and the Accepting Agency if a machine is available from the Redeployment List. If both the Requesting Agency and the Accepting Agency agree to the redeployment of such machine, Contractor shall move forward with the redeployment. The Requesting Agency shall be responsible to pay Contractor the moving fee, if any, if a machine is redeployed at the Accepting Agency. Both the Requesting Agency and the Accepting Agency shall sign a Contractor agreement in advance of the redeployment that transfers all financial and other responsibilities under the Contract and the original Agency Order Agreement for the redeployed machine from the Requesting Agency to the Accepting Agency. The State acknowledges and agrees that any redeployment occurring under this type of redeployment shall not modify any of its obligations under the Contract or the original Agency Order Agreement pertaining to the redeployed machine, except to the extent of the agency now using the device.

At the time of expiration of an AOA, an agency shall do one of the following:

1. The agency will contact Contractor to pick up and return the current device, in which event the State shall make the device available and Contractor shall pick it up not more than fifteen (15) calendar days after Contractor's receipt of notice to remove it. At this point the agency is under no further obligation to the Contractor.
2. The Agency may sign a new AOA agreement for a new device for a new term. Agencies cannot extend the life of a current AOA. They MUST refresh to a new device and a new lease, which will utilize new go-forward pricing. Contractor may not replace an expired machine with another one until a new AOA is in place.

1.9 CUSTOMER SERVICE AND STAFFING

- a. The Contractor(s) must provide a single, point of contact (SPOC) that is seated with DTMB in Lansing to handle questions and resolve problems that arise. DTMB also requires a dedicated advanced level analyst to assist with project work and issue escalation.



- b. At least one Customer Service Representative must be available Monday through Friday (excluding State-designated legal holidays) from 8:00 AM to 5:00 PM Eastern Time. All service representatives must have online access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State-wide Contract pricing, Contracted product offerings/exclusions, Contract compliance requirements, and general product information. Representatives must be available by phone, fax, or email (local or 800 # preferred).
- c. The Contractor shall provide the following Key Personnel positions:
 - Contract Program Manager – Gavin Richmond
 - Single Point of Contact (SPOC) – Jordan Larson
 - Advanced Analyst – Charles Bonaparte

Contract Program Manager

The Contract Program Manager is not required to sit in Lansing. The SPOC may be required to be located in Lansing. The Contractor will provide an Advanced Analyst, who will be an Engineer or similar position who designs solutions, answers advanced product questions and configurations. The Advanced Analyst will not be required to be onsite. The number of staff required onsite will be directly reflective of the number of devices placed in the field and requiring support.

Requirements

- o The Contract Program Manager must have a minimum of 3 years of experience in contract/project management similar to a contract of this size and scope in a multi-vendor environment.
- o The Contractor Program Manager shall have a minimum 5 years of experience in verbal and written communication with clients and technical staff in English. Excellent verbal and written communication skills required.

Single Point of Contact

Requirements

- o The Single Point of Contact must have a minimum of 3 years of experience in handling order and delivery statuses, and resolving issues (such as configurations, price, returns, inquiries, delivery status questions, etc.), billing/invoicing issues, warranty work, technical advice and remedial maintenance.
- o The Single Point of Contact shall have a minimum 5 years of experience in verbal and written communication with clients and technical staff in English. Excellent verbal and written communication skills required.

Advanced Analyst

The State does require the immediate availability (on-site or via phone, skype, etc..) of the Advanced Analyst to assist with hardware/software issues, to trouble shooting network issues that impact vendor equipment and to assist in compliance with SOM IT policy and security standards.

This resource shall be at no additional charge to the State (included in the monthly Device Lease Cost).

Requirements

- o The Advanced Analyst must have a minimum 5 years of experience in output technology projects including:
 - Systems integrations.
 - Solutions development and documentation.
 - Advanced pre sales consulting.
- o The Advanced Analyst shall have a minimum 5 years of experience in verbal and written communication with clients and technical staff in English. Excellent verbal and written communication skills required.

1.10 COMMUNICATION PLAN

To facilitate proactive customer communication and performance programs based on the State of Michigan's Service Level Agreements and requirements, the MiPRINT communication plan consists of the following:

- a. The CPM, and EPM will meet as required to assess service level performance.
- b. A dynamic Web Portal, maintained by Contractor, that provides current process, policy, status, and user guide information. State of Michigan will approve all web content.



1.11 PRINTERS AND PLOTTERS

The State reserves the right to lease printers and plotters through this Contract. When any printer or plotter comes with storage media; said storage media will be retained by the State after repair, or end of product life.

1.12 3D PRINTERS

The State reserves the right to lease or purchase 3D printers, consumables, accessories and related Services.

1.13 PROBLEM MANAGEMENT SYSTEMS AND PROCESS

Equipment failure and repair problems will be managed by calls placed by DTMB support staff to the dedicated support line. A Break-Fix Repair Call (Schedule A – Section 1.13.1) is a call for service of a system that is down. Standard Maintenance Calls (Schedule A – Section 1.13.2) are for scheduled preventative maintenance or other maintenance activities that involve working equipment and software. Support will be provided as follows:

1.13.1 Break-Fix Repair Calls for Contractor-Supplied Equipment

- a. Contractor will have representatives available who can respond within four (4) business hours to break-fix problem calls concerning output management equipment (to be calculated on an average monthly basis for all items of Contractor-Supplied Equipment provided under an Agency Order Agreement).
- b. **Replacement of Devices**
Once all efforts to repair a device have been exhausted and Contractor has been unable to repair such item to conform to applicable manufacturer specifications, with approval by the APC the defective device will be replaced. Other reasons for replacement are:
 - 1. The individual device's unacceptable degree of operational up-time (3 repair calls in one month).
 - 2. The individual device's failure to otherwise meet performance specifications in any material respect.
 - 3. Contractor's consistent pattern of non-compliance or inability to meet service requirements and response times in regard to that device.
- c. This documentation from the APC will be provided to the EPM or designee, along with the written request for device cancellation, for review and concurrence. Thereafter, Contractor will promptly replace the unit at no additional charge to the Agency.

1.13.2 Standard Maintenance Calls

Contractor shall normally respond to "Standard Maintenance Calls" within eight (8) business hours after notification by the State that the output management equipment requires maintenance. Standard maintenance call response requirements are ten (10) hours per day for five (5) days, Monday through Friday from 7:00am to 5:00pm EST excluding State Holidays, with service reporting and tracking capability provided on all calls made for Contractor-supplied equipment.

1.13.3 Reporting MiPRINT Problems

Contractor will be responsible for responding to and reporting to the Agency APC and State Enterprise Program Manager (EPM) or designee on current and potential MiPRINT problems. This will include Output evaluation, implementation and support tracking, and/or recording related problem resolution information within 8 business hours.

1.13.4 Resolution Escalation

Issues that are not resolved between the Contractor and the APC will be escalated to the State Enterprise Program Manager or designee for resolution within 8 business hours.

1.14 PROGRAM CONTROL AND QUALITY

1.14.1 Program Change Management & Installs, Moves and Addendums

All Contractor equipment moves, installs, and addendums must follow program procedures and processes located in **Appendix III – MiPRINT Install, Move, Addendum Process**. Contractor is responsible for: contacting and coordinating any vendors required for the move; move scheduling; disconnecting equipment; packaging; transporting; and disposition or re-connection in the new location.

1.14.2 Governance

A MiPRINT governance structure will be in place to:

- (1) Ensure that SLA's and other contractual requirements are being met and/or exceeded
- (2) Enhance the value of the State of Michigan/Contractor relationship by managing and reporting performance issues on a regular basis



- (3) Improve communications between the State of Michigan Agency and Contractor staff through regularly scheduled meetings and performance reviews.

APC Committee: Consisting of Agency Program Coordinators and Program leadership, responsible for managing MiPRINT operational procedures within the State, providing strategic and status input to the Steering Committee, and coordinating MiPRINT activities within the Agency.

Enterprise Program Manager: Responsible for overseeing the MiPRINT program across the State through building and maintaining a partnership with Contractor, supporting Contractor-Agency relationships and activities, facilitating final issue resolution, and chairing the Steering Committee. Other responsibilities include managing the contract and establishing product standards leased under this contract.

Contractor: Reports to the EPM or designee in cooperation with the MiPRINT program.

1.14.3 Performance Requirements and Measurement

- a. **Up-time Guarantee:** All equipment should be fully operable and at maximum copy quality for a minimum of 98% of normal business hours each month, per device. In the event that a copier has been fully operable for less than 98% of normal business hours per month for two consecutive months, the State shall have the right to exchange the unit for one of like kind and capability within three (3) days, at no additional charge to the State. Up time shall be calculated using a 40-hour work week, assuming 4 weeks per month. This does not include regular scheduled routine maintenance, operator training; replacement of toner, fuser agents, or supply replacement. Output Management Device Availability is computed as follows: Output Management Device Downtime begins at the time a break-fix repair call for service is placed to the dedicated support line, and ends once the key operator is satisfied that the unit has been restored to full working order.
- b. If a machine is down for more than three working days, the Contractor must furnish a "loaner" like-for-like replacement, until the Authorized User machine is repaired. (Like-for-like replacement = a machine that works in accordance with manufacturer's specifications and that has the same approximate features and speed). Upon EPM approval rerouting to another local device may be permitted to resolve this instance.
- c. Additional up-time guarantees shall be as follows:
 - (1) Should any piece of equipment require three (3) or more service calls in any given thirty (30) day period that are not the result of user error, the State may require that such machine be removed and replaced, in which case Contractor shall supply a refurbished or new machine of equal or greater functionality; provided, however that if such replacement machine is not reasonably satisfactory to the State, Contractor shall then supply the State with a new machine of equal or greater functionality.
 - (2) In addition, machines that cannot be restored and that are inoperable for more than three business days may be replaced at the State's sole discretion with a temporary machine, within a specified time period, until the replacement machine is available, at no additional charge to the State.
 - (3) In the event of the foregoing, neither the State nor the requesting entity will be held responsible for any costs of removing devices nor will they be subject to any penalties relating to a necessary replacement.
- d. The State of Michigan reserves the right to request and engage an outside third party to perform benchmark analysis of Contractor Cost Per Image pricing as compared to other agreements of similar size and scope to MiPRINT. In the event the benchmark shows that the Contractor's price is greater than 10% over the benchmark price for like services, price reductions for new and refreshed MiPRINT devices will be implemented.
- e. The cost of the benchmark analysis will be split 50-50 between the State and Contractor if the benchmark analysis shows that Contractor pricing is greater than benchmark by 10% for like services.
- f. Validation periods for such an outside party benchmark analysis will be 90 days from receipt of results to allow for assumption verification by both Contractor and State of Michigan.

1.15 REPORTS

Contractor shall comply with all reporting requirements that will be identified by the State of Michigan for the Contract period. At a minimum, Contractor shall submit to the EPM or designee a complete service report summary for all units currently in place. The reporting period starts on the date of implementation of the Contract. Reporting must be provided in an electronic format. This report shall be submitted monthly and shall contain the following minimum amount of information for all work areas implemented to date:

1.15.1 Monthly Activity Report



- Customer Name (State Agency)
- Order date
- Manufacturer Name
- Manufacturer Model #
- Serial Number
- Location/Address
- Lease Duration
- Volume Overages Y/N
- # Service Calls
- % of service calls meeting SLA's
- AOA #
- Install Date
- Lease Initiation Date (if different from Install Date)
- Lease End Date

Should the device experience three consecutive overages, the Contractor at the EPM's request shall schedule an evaluation of the impacted area. If the evaluation shows that a device with higher volume is required, then Contractor shall begin seeking a new lessor to assume the balance of the lease for the existing device, and shall prepare an AOA for the new re-sized device in anticipation of replacing the old device at the current location. No obligation to accept the AOA shall be assumed on the agencies part until the new lessor for the existing device is confirmed.

1.15.2 Monthly Asset Report

- Ship to Location
- Address
- Service Tag
- State PO Number
- Agency
- Agency Code
- Model
- Category (Printer, Scanner, MFD)
- Ship Date
- Warranty/Maintenance Start Date
- Warranty/Maintenance End Date

1.15.3 Monthly Shipping Reporting

The Contractor will provide a daily shipping report that details the following information on an individual PO or AOA line item basis. Items with serial numbers must be on individual lines of the report.

- Address
- City
- State
- Zip
- Shipper Tracking Number
- Service Tag
- State PO Number or AOA#
- Agency
- Agency Code
- Device Type (Printer, MFD, Scanner)
- Model / Title
- Quantity
- Unit Price
- Ship Date
- Manufacturer Part#
- Contractor PO Number
- Shipment Carrier
- Manufacturer/Publisher Name
- Manufacturer Order#
- Expected Delivery Date
- Warranty Start Date
- Warranty End Date



1.15.4 Quarterly Reporting

Contractor will report, within ten (10) days of the end of each quarter to the State, all new leases made from its contract. At a minimum, the report shall include:

- PO Number or AOA Number
- PO Date
- Length of Lease
- manufacturer item number,
- manufacturer name,
- product description,
- Quantity
- Total Price per PO

1.15.5 Ad-Hoc Reporting

Contractor will provide an easy to use query tool to generate electronic reports. These reports will be available on demand and free of charge to the State. At a minimum, the below fields must be included in the reports, the State will provide the report format. (This shall be handled by SPOC through a database extraction.)

- Customer Name,
- Customer Number,
- Customer PO # or AOA #
- Order #,
- Manufacturer Item #,
- Product Description,
- Serial Number
- Manufacturer,
- Quantity Ordered,
- Unit Price,
- Extended Price,
- Date Ordered,
- Date of Invoice,
- Ship Date,
- Quantity Shipped,
- Product Type,
- Ship To: Name, Address Line 1, Address Line 2, City, State, Zip Code

Reports shall be delivered to the EPM or designee no later than the 15th calendar day after receipt of the previous month's output management performance/volume readings.

Other report content areas may include but are not limited to standard reports such as an availability report, SLA compliance report, usage reports, implementation status reports, and inventory management reports as requested by an Agency for their area, or by the EPM or designee.

Contractor will be required to provide measurement and reporting of MiPRINT solution quality metrics for all in-scope hardware, software and services related to the Contract.

The State reserves the right to request additional reports from Contractor at no additional cost. Contractor shall use every effort to provide such reports in a reasonable timeframe, but no later than fifteen (15) days from the time the request was submitted.

1.16 SERVICE LEVEL AGREEMENT

Contractor's services during the Term of the Contract shall be measured using the following metrics:

- a. Response Time - The Contractor shall respond to all communications not later than the next business day.
- b. Quotes received before noon, shall be turned around 80% of the time within the next business day and in all cases should not exceed four (3) business days of the submitted request; this SLA will be measured quarterly.
- c. All orders placed to the Contractor shall have a 100% Fill Rate,
- d. Report Timeliness and Completeness (% in 5 days of due date) – 100%
- e. Invoice timeliness (% within 5 days of agreed invoice receipt date) – 100%
- f. Delivery of product within contracted time frame after receipt of order 95% of time.
- g. Delivery of rush orders within the contracted time frame after receipt of the order 98% of the time.



- h. Statement of Work response required within 10 business days after receipt of the Statement of Work at least 95% of the time. A State approved IT Engagement Statement of Work, shall be used.
- i. Overall Customer Satisfaction – An annual survey of users will be conducted by the Contractor to determine the level of customer service satisfaction experienced with the Contractor. The survey tool to be used shall be agreed upon by Contractor and the State. Both the raw and analyzed survey results will be provided to the State. The following includes some of the areas to be measured on the survey:
 - Responsiveness
 - Communication
 - Courtesy
 - Competence
 - Effectiveness
 - Overall Satisfaction

1.17 ORDER PROCESS

1.17.1 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 catalog price is lower than the price quoted on the original order, the lower price will be invoiced.
- ii. If the catalog 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.

1.17.2 Substitutions

- a. 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.
- b. 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.
- c. 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.

1.18 INVOICING

- a. Invoicing will be administered at the Agency level.
- b. Contractor will provide invoice billing in EDI format according to the billing procedure guidelines below.
- c. For services provided, Contractor shall invoice the State each month in arrears for the applicable monthly minimum charges and any other base recurring charges. Additional charges incurred by State during the monthly billing period in excess of the monthly base recurring minimum charge(s) (i.e., additional impressions) will be billed in arrears. For billing purposes, all monthly charges are calculated using a thirty (30) day month. If Contractor provides Services for less than a full month, charges will be prorated accordingly. The billing period shall start on the 16th of one month and end on the 15th of the following month.
- d. If State disputes a charge or charges on a given invoice, State shall pay all non-disputed charges and protest the disputed charges in writing. State will not be charged a late fee on any charges disputed by the State in accordance with this Contract.

Contractor will:

- (1) Provide charges at the individual device detail level. Detail reports should be available for all invoices.
- (2) Generate invoices each month and present to the State of Michigan Agencies within fifteen (15) days after the end of the period for which the services are billed.
- (3) Endeavor to resolve disputed charges within sixty (60) calendar days of notification. If an error is finally determined to have been made by Contractor in its billing statement, then Contractor will be required to make corrections within ninety (90) days after such determination or else disputed charges will be waived.
- (4) Waive payment of disputed charges for services rendered until final resolution.



- (5) Establish a timetable acceptable to the State, and maintain the capability (including all tools and software) necessary to accurately quantify resource usage which effect invoiced charges and credits. Additionally, Contractor must provide detailed backup support for all components incurring charges and credits included in the invoice.
- (6) Contractor will provide a detailed description of how exception and adjustment charges will be invoiced.

e. Any overage will be invoiced quarterly.

1.19 PRICING

If there are any price reductions during the term of the contract, the State shall pay the reduced price for any hardware or software obtained after the reduction takes place. Spot discounting may be offered at Contractor’s discretion.

The Contractor must offer all upgrades from the manufacturer to the State as well as competitive upgrade offers. Upgrades refer to a switch up in the model and not the accessory. Should an agency desire to change a device in the middle of a lease, the State and Contractor will work to identify an alternative State user and location for the device. The State will be responsible for ongoing lease payments during this time period. The Contractor must also make available documentation for all products.

1.20 LIQUIDATED DAMAGES

Liquidated damages specific to this Contract include:

- (1) failure by the Contractor to make timely delivery of deliverables listed below (any such failure being referred to below as a "Late Delivery"),
- (2) unauthorized removal of Key Personnel (referred to below as "Unauthorized Removal") which is described in the Contract Terms – Section 7.d.ii,
- (3) software provide by the Contractor to the State containing or introducing a software virus that results in contamination or damage to the State’s equipment or its mainframe, network, personal computing or other operating environments (any such item of software being referred to below as "Contaminated Software").

In these cases it is agreed that it would be impractical and extremely difficult to fix the actual amount of damages sustained by the State as a result of any such Late Delivery, Unauthorized Removal or Contaminated Software. Therefore, the Contractor and the State agree that, in the event of any such Late Delivery or Contaminated Software, the liquidated damage amounts specified below are a reasonable approximation of the damages that will be suffered by the State as the result thereof. Accordingly, in the event of such Late Delivery or Contaminated Software, at the written direction of DTMB Procurement, the Contractor agrees to pay the indicated amount to the State as liquidated damages, and not as a penalty. Liquidated damages shall be payable with fifteen (15) business days after notification of assessment by the State. In its discretion, the State may deduct any liquidated damages assessed by the State from any charges payable to the Contractor pursuant to the Contract(s). No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such right.

For the purpose of determining when liquidated damages are due to the State under this Section, the date on which the Contractor shall be considered to have delivered a deliverable to the State is the date on which the Contractor delivers the deliverable to the State in a form that is subsequently determined by the State to meet the acceptance criteria for such deliverable, provided, however, that the Contractor shall not be liable for liquidated damages for the period in which the State is determining whether such deliverables are acceptable.

The maintenance and repair Services provided by Contractor under an Order will not include those caused by end user damage.

The Contractor is responsible for ensuring proper environmental conditions when placing the device or when an output evaluation is performed (including but not limited to, electrical power, air conditioning, humidity control, etc.).

Late Delivery of Products and Services

The delivery and/or installation dates of products (hardware & software) and services set forth by the Purchase Order submitted by the State will be fixed so that the utilization of the products and services will be consistent with the timing schedules of the State’s programs. If any of the above mentioned products or services are not delivered and/or installed to the State within the time specified by the Agency in the Purchase Order or signed work statement, the delay will interfere with the proper implementation of the State’s programs utilizing the products or services pursuant to any resulting Contract, to the lost and damage of the State.



- (a) If the Contractor does not install or deliver each of the products or services as required in the Agency Purchase Order (hardware/software) or the signed Statement of Work, (but not to exceed the general terms & conditions of this Contract without mutual agreement of the Contractor and the State) ready for use, on or before the required date specified in that Agency Purchase Order or Statement of Work, DTMB Procurement, in its sole discretion, may require the Contractor to pay the State liquidated damages for each calendar day between the required date specified on the Agency Purchase Order or signed Statement of Work and the date of actual delivery and/or installation for such products or services, (but not more than 180 calendar days see C below) in lieu of all other damages due to such late deliver or late performance in an amount calculated as follows for each unit of equipment or software package:

Late Installation/Delivery - Equipment	\$25/day
Late Installation/Delivery - Software	\$13/day
Late Delivery - Services	\$63/day

If the Contractor supplies substitute products or services acceptable as indicated by the State Contract Administrator, liquidated damages will not apply, provided, however, liquidated damages will apply if such substitute hardware or software package is provided later than the delivery or installation date specified on the Agency Purchase Order.

- (b) If the delay is more than twenty (20) business days, then by written notice to the Contractor, the State may terminate the right of the Contractor to deliver or install, and may obtain substitute products or services. In this event, the Contractor shall be liable for liquidated damages in the amount specified above until acceptable substitute products or services are delivered or installed, ready for use, or for 120 business days from the installation date, whichever occurs first. The Contractor shall also be liable for outbound preparation and shipping costs for Contracted items returned under this clause; and for any additional cost incurred by the State for products and/or services provided by an alternative source resulting from the delay.
- (c) The Contractor shall not be assessed liquidated damages for late delivery or installation, if the equipment or software is a "constrained" product. A "constrained" product is a product that is not available from the manufacturer within the desired time frame. The Prime Contractor may be required to furnish documents from the manufacturer to validate that a product is constrained. If the Contractor reasonably determines that a product is "constrained", the Contractor will identify a functionally equivalent product or component as a temporary substitution and will make a request to for the State Contract Administrator and DTMB Procurement to authorize shipment of such substitution. Authorization will be deemed valid if received from either the State Contract Administrator or DTMB Procurement. If the manufacturer is unable to correct the delivery-related problem, or consistently misses its delivery promises, the Contractor will request approval from the State that the functionally equivalent product or component be added to the Product Web Catalog as a permanent replacement.

Contaminated Software

Software provided by the Contractor that contains a virus, malware, computer worm, search engine web crawler, or password compromise that results in contamination or damage to the State's equipment. Including but not limited to its mainframe / server, network, personal computing or other operating environments, the Contractor will pay the State, as liquidated damages, based on actual operational impact calculations. The possible areas of impact include, but are not limited to staff resources, equipment, and software that may be required to mitigate the contamination, and restore the State and all effected parts and data to the condition it was prior to the contamination.



STATE OF MICHIGAN

MiPRINT Program

Schedule B – PRICING

1. MFD-Monochrome Pricing
2. MFD-Polychrome Pricing
3. MFD-Polychrome Pricing (Cost Per Impression)
4. Software & Services
5. Plotters, 3D Printers etc.
6. Pricing Assumptions



1. MFD-Monochrome Pricing

		Device Category	I(A)	I(B)	II	III	IV	V	VI	VII	VIII	IX	X
		Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost	300	800	3,000	6,000	9,000	15,000	20,000	35,000	60,000	100,000	250,000
		Manufacturer	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox
		Model	VersaLink B405	VersaLink B405	VersaLink B405	AltaLink B7035S	AltaLink B8045H	AltaLink B8055H	AltaLink B8055H	AltaLink B8055H	AltaLink B8075H	AltaLink B8090H	AltaLink B8090H
		Monthly Duty Cycle	110,000	110,000	110,000	150,000	175,000	200,000	200,000	200,000	250,000	400,000	
AB		Overage Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0066	\$0.0062	\$0.0046	\$0.0046	\$0.0046	\$0.0042	\$0.0042	\$0.0042
PRICING COMPONENTS (Monthly)			Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)
Device Lease Cost	C	MFD Monochrome - Device Lease	\$28.10	\$32.10	\$44.10	\$124.28	\$140.65	\$152.86	\$157.86	\$187.86	\$292.76	\$331.34	\$778.34
Core Capability	D	Duplex-Print/Copy Capability	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Input	E	Cabinet Stand	Included in Device Lease	Included in Device Lease	Included in Device Lease								
	F	Large Capacity Tray	\$4.0000	\$4.0000	\$4.0000	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model
	G	High Capacity Feeder				\$13.5700	\$16.8600	\$16.8600	\$16.8600	\$16.8600	\$16.8600	\$16.8600	\$16.8600



	H	Envelope Feeder				\$5.7000	\$3.3600	\$3.3600	\$3.3600	\$3.3600	\$3.3600	\$3.3600	\$3.3600
Finishing	I	Finisher				\$14.3100	\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$13.5700
	J	2/3-Hole Punch				\$4.2400	\$3.0500	\$3.0500	\$3.0500	\$3.0500	\$3.0500	\$3.0500	\$3.0500
	K	Sort				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	L	Staple				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Network Printing	M	Ability to monitor job status remotely	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	N	Locked Print (via passcode) with installation	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Fax	O	Single Fax Line	Included in Device Lease	Included in Device Lease	Included in Device Lease	\$11.4200	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$10.1500
	P	Two-Sided Faxing				N/A for Model	\$23.7200	\$23.7200	\$23.7200	\$23.7200	\$23.7200	\$23.7200	\$23.7200
Scanning	Q	Networking Scanning Package	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	R	Scan to e-mail	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	S	Scan to Network Server	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	T	Scan to network PC	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	U	OCR Capability				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	V	Color Scanning	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Software Integration	W	LDAP 3.0 Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease



	X	SMTP/Mail Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
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Additional Optional Accessories may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.

2. MFD-Polychrome Pricing

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X	
	Monthly MFD Polychrome Impressions Included in Monthly Device Lease Cost	160	600	1,200	1,800	3,000	4,000	7,000	12,000	20,000	50,000	
	Monthly MFD Monochrome Impressions Included in Monthly Device Lease Cost	640	2,400	4,800	7,200	12,000	16,000	28,000	48,000	80,000	200,000	
	Manufacturer	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	
	Model	VersaLink C405	VersaLink C405	VersaLink C405	AltaLink C8030H	AltaLink C8035H	AltaLink C8045H	AltaLink C8070H	AltaLink C8070H	C60	Versant 180	
	Monthly Duty Cycle	80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000	
A	Overage Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041	
B	Overage Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082	
PRICING COMPONENTS (Monthly)		Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	
Device Lease Cost	C	MFD Polychrome - Device Lease	\$50.01	\$75.01	\$125.01	\$207.37	\$236.55	\$288.08	\$364.56	\$520.56	\$1,569.53	\$3,356.09
Core Capability	D	Duplex-Print/Copy Capability	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	



Input	E	Cabinet Stand	Included in Device Lease	Included in Device Lease	Included in Device Lease	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model
	F	Large Capacity Tray	\$7.9300	\$7.9300	\$7.9300	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model
	G	High Capacity Feeder				\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$121.5400	\$52.9900
	H	Envelope Feeder				\$5.0600	\$5.0600	\$5.0600	\$5.0600	\$5.0600	N/A for Model	\$6.6300
Finishing	I	Finisher				\$16.1100	\$16.1100	\$16.1100	\$31.1600	\$31.1600	\$34.9700	\$181.1600
	J	2/3-Hole Punch				\$4.2400	\$4.2400	\$4.2400	Included in Device Lease	Included in Device Lease	Included in Device Lease	\$15.9000
	K	Sort				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	L	Staple				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Network Printing	M	Ability to monitor job status remotely	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	N	Locked Print (via passcode) with installation	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Fax	O	Single Fax Line	Included in Device Lease	Included in Device Lease	Included in Device Lease	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$15.8700	N/A for Model
	P	Two-Sided Faxing				\$23.7200	\$23.7200	\$23.7200	\$23.7200	\$23.7200	N/A for Model	N/A for Model
Scanning	Q	Networking Scanning Package	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	R	Scan to e-mail	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	S	Scan to Network Server	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	T	Scan to network PC	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	U	OCR Capability				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	V	Color Scanning	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease



Software Integration	W	LDAP 3.0 Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	X	SMTP/Mail Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease

Additional Optional Accessories may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.



3. MFD-Polychrome Pricing (Cost Per Impression)

Device Category		I	II	III	IV	V	VI	VII	VIII	IX	X	
Manufacturer		Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	
Model		VersaLink C405	VersaLink C405	VersaLink C405	AltaLink C8030H	AltaLink C8035H	AltaLink C8045H	AltaLink C8070H	AltaLink C8070H	C60	Versant 180	
Monthly Duty Cycle		80,000	80,000	80,000	90,000	110,000	200,000	300,000	300,000	300,000	750,000	
A	Cost Per Impression (Color)	\$0.0990	\$0.0990	\$0.0990	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0483	\$0.0436	\$0.0041	
B	Cost Per Impression (B&W)	\$0.0119	\$0.0119	\$0.0119	\$0.0069	\$0.0069	\$0.0069	\$0.0055	\$0.0055	\$0.0082	\$0.0082	
PRICING COMPONENTS (Monthly)		Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	Monthly Lease Cost (4-Year Term)	
Device Lease Cost	C	MFD Polychrome - Device Lease	\$40.02	\$40.02	\$40.02	\$104.37	\$108.55	\$113.08	\$122.57	\$122.57	\$319.54	\$1,383.88
Core Capability	D	Duplex-Print/Copy Capability	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Input	E	Cabinet Stand	Included in Device Lease	Included in Device Lease	Included in Device Lease	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model
	F	Large Capacity Tray	\$7.9300	\$7.9300	\$7.9300	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model	N/A for Model
	G	High Capacity Feeder				\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$13.5700	\$121.5400	\$52.9900
	H	Envelope Feeder				\$5.0600	\$5.0600	\$5.0600	\$5.0600	\$5.0600	N/A for Model	\$6.6300
Finishing	I	Finisher				\$16.1100	\$16.1100	\$16.1100	\$31.1600	\$31.1600	\$34.9700	\$181.1600
	J	2/3-Hole Punch				\$4.2400	\$4.2400	\$4.2400	Included in Device Lease	Included in Device Lease	Included in Device Lease	\$15.9000
	K	Sort				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	L	Staple				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease



Network Printing	M	Ability to monitor job status remotely	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	N	Locked Print (via passcode) with installation	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Fax	O	Single Fax Line	Included in Device Lease	Included in Device Lease	Included in Device Lease	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$10.1500	\$15.8700	N/A for Model
	P	Two-Sided Faxing				\$23.7200	\$23.7200	\$23.7200	\$23.7200	\$23.7200	N/A for Model	N/A for Model
Scanning	Q	Networking Scanning Package	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	R	Scan to e-mail	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	S	Scan to Network Server	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	T	Scan to network PC	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	U	OCR Capability				Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	V	Color Scanning	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
Software Integration	W	LDAP 3.0 Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease
	X	SMTP/Mail Integration	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease	Included in Device Lease

Additional Optional Accessories may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.



4. Software & Services

Software Title	Description	License Price	Maintenance and Software Assurance	M&SA Price
Nuance eCopy	Scan Station v5 Suite	\$186 per month	4 yrs	Included
Nuance eCopy PDF Pro Office	Per 5 Seats Licensed	\$15 per month	5 yrs	Included
RightFax	Cost per channel	\$19 per month	5 yrs	Included
KOFAX	1 Enterprise concurrent station	Please contact Xerox for Kofax Pricing.	1 yr Annual	Please contact Xerox for Kofax Pricing.
	Image vol 600K/yr-Ent		1 yr Annual	
	1 Standard concurrent station		1 yr Annual	
	Image vol 300K/yr		1 yr Annual	
	Image vol 600K/yr		1 yr Annual	
	Stand-alone 60K/yr		1 yr Annual	
	Kofax Express Desktop		1 yr Annual	
	Kofax Express Workgroup		1 yr Annual	
	Kofax Express Low Volume Production		1 yr Annual	
	Kofax Express Mid Volume Production		1 yr Annual	
	Kofax Express High Volume Production		1 yr Annual	
	Kofax Express Super High Volume Production		1 yr Annual	
	PDF Compression Vol 600K/Yr		1 yr Annual	
	Kofax Integration Connector - Electronic Documents - Email Integration		1 yr Annual	
Kofax SW Maintenance 1 Yr				

Services

Device move fee: \$75

(This only applies to moves from one building to another building. Moves within the same building will be provided at no charge)

Please Note: Additional Software & Services for output management may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.



5. Plotters, 3D Printers etc.

Plotters, 3D Printers and additional hardware may be purchased through this Contract. Please Contact the Xerox Primary Contact on the Contract cover page for current pricing.

6. Pricing Assumptions

1. For the submitted RightFax optional pricing we made the following assumptions: FOIP integration with T-38 gateway, exchange integration and PDF conversion for 630 devices.
2. Nuance eCopy Scan Station v5 Suite MFD - 4YR M&S



STATE OF MICHIGAN

MiPRINT Program

APPENDIX I – DEFINITIONS

24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Agency Order Agreement (AOA)	An agreement entered into between an Agency and the Contractor for the provision of input/output equipment and/or services pursuant to the terms of the Contract.
APC	“Agency Program Coordinator,” meaning the Agency representative responsible for output management facilitation, communication and coordination with Agency leadership and Contractor.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Chronic Failure	Defined in any applicable Service Level Agreements.
CPI	“Cost Per Image” meaning the price for each output impression.
CPM	“Contract Program Manager” – CPM is Contractor staff responsible for the implementation and administration of the overall contract.
Days	Means calendar days unless otherwise specified.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management & Budget
EDI	“Electronic Data Interchange,” meaning an electronic process for invoicing.
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
EPM	“Enterprise Program Manager,” meaning the State of Michigan representative responsible for the management of the MiPRINT program.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITAM	Information Technology Asset Management
Joint Operations Meeting	A meeting with each contractor will be held with DTMB personnel to discuss contract(s) issues, service level agreements (SLAs), required reports, and other issues.
MAIN	“Michigan Administrative Information Network”
MFD	“Multi-functional Device,” meaning document input/output devices that perform more than one function (copy, print, fax etc.)
MiDEAL	“MiDEAL” is an extended purchasing program which allows Michigan local units of government to use state contracts to buy goods and services.
MiPRINT	“MiPRINT” meaning the state program designed to address document output workflow evaluation, device recommendation and placement, and full support services.
MiPRINT Steering Committee	The State representatives responsible for strategic direction, policy setting and policy compliance issue review and recommendation to EPM and State Department Executives for resolution.
OEM	Original Equipment Manufacturer



Output Evaluation (OE)	“Output Evaluation,” meaning an analysis performed by Contractor/DTMB for an Agency work area to assess workflow and provide input into the device solution recommendation
Output Evaluation Report (OER)	“Output Evaluation Report,” meaning the output device solution recommendation report provided by Contractor/DTMB to an Agency.
Overages	The cost of impressions made in excess of a certain volume.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
SIGMA	Statewide Integrated Governmental Management Applications.
SLA	Service Level Agreement
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
SOM	The State of Michigan
SPOC	Single Point of Contact
SSL	Secure Socket Layer - a protocol for transmitting private documents via the Internet. SSL uses a cryptographic system that uses two keys to encrypt data - a public key known to everyone and a private or secret key known only to the recipient of the message.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Supplies	All staples, toner and chemicals, required for operation of a multifunction device excluding paper.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



STATE OF MICHIGAN

MiPRINT Program

APPENDIX II – MiPRINT Break/Fix Process

Title: MiPRINT Break/Fix Process		
Purpose: To inform how to Report and Address <u>MFG ABC</u> device problems		
Agencies: All		
Audience: Client/Device Key Operator, CSC Analyst, Field services Tech		
STEP	RESPONSIBILITY	ACTION
1	Client/Device Key Operator	Obtain <u>MFG ABC</u> Device ID Information: a) Serial Number b) Model Number c) ID Number d) Obtain device Location: Agency, County, Street Address, Building, Floor.
2	Client/Device Key Operator	Contact DTMB Client Service Center at 1-800-968-2644, 241-9700 to report a problem with the <u>MFG ABC</u> device.
3	DTMB CSC Analyst	Initially assigns Remedy case to themselves as the assignee.
4	DTMB CSC Analyst	Enters <u>MFG ABC</u> Device: Model #, Serial #, ID #, Agency, County, Street Address & Zip Code, Building, and Fl. in the Remedy case.
5	DTMB CSC Analyst Note: If the problem cannot be determined, Action (b) will be used by CSC Analyst to have <u>MFG ABC</u> go on-site to diagnose the problem and either resolve it, or recommend further action.	Contacts the <u>MFG ABC</u> Helpdesk at 1-888-456-6457. CSC Analyst will either: a) Resolve Remedy case with <u>MFG ABC</u> . b) Initiate/Open service call with <u>MFG ABC</u> , and document the service call number in Remedy. c) Assign Remedy case to a second-level support unit.
6	DTMB CSC Analyst	Within (3) business days, follows up with the client to assure that <u>MFG ABC</u> has resolved the problem. a) Resolves the Remedy case if the problem is fixed. b) Assigns the Remedy case to the Group DTMB IS MIPRINT for escalation with <u>MFG ABC</u> if the problem is not resolved.
7	DTMB IS MIPRINT	Assigned staff will escalate follow up and update or resolve Remedy cases, as required.



STATE OF MICHIGAN

MiPRINT Program

APPENDIX III – MiPRINT Install, Move, Addendum Process

MIPRINT Install, Move, Addendum Process	
Purpose To inform all involved parties of the process to accomplish the installation, move, or addendum of a leased device	Agency(s) All
Audience Agency Program Coordinators, Vendor, MIPRINT	
STEP	ACTION
1 APC	The APC will place a device order on the vendor web portal for moves, accessories, new device placements, or like for like replacements.
2 Vendor	Establish an AOA number. Provide APC with pricing description and AOA number.
3 APC	Review the AOA. Communicates with Vendor to ask any questions, or approve the AOA.
4 Vendor	The SPOC (Single Point of Contact) will open a Change Request.
5 Vendor	Vendor initiates the Change Request, with the APC as the requester, and the ship to location as the address. Tasks are created for all teams involved. The Change Request is then “Scheduled” for all Tasks to be completed.
6 Vendor	The SPOC will e-mail the Site Liaison, CC’s the APC, and DTMB-MIPRINT with the expected delivery date. The SPOC will document the expected delivery date, and device MAC ID in the Change Request work log.
7 DTMB IS OA Print Team	Reserve IP address, create the fax, and print queue. Delete the old print queue, release the old IP reservation.
8 Vendor	Installation includes all functions ordered for the device, adding the print and/or fax driver to the desktop, and testing functionality before leaving the site. MFD’s are set to Immediate Overwrite Operations from the factory (Meaning all data is overwritten after every job.)



MIPRINT Install, Move, Addendum Process

	<p>Training is arranged between the Site Liaison and the Trainer.</p> <p>The SPOC sends a customer care survey to the Site Liaison for feedback.</p>
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Note: Please contact the DTMB CSC, or the agency authorized requestor to initiate a Telecom Case for a new voice or data network drop install, to request the activation of an existing network drop, and the move of a voice or data drop before the device arrival.

Note: Additional form DTMB-0089 is required for (MAIN-FACS, HRMN, or DCDS Printing). Follow the instructions on the DTMB-0089 form for how to submit the DTMB-0089 to the MAIN-FACS Team. Please note in the comments section of the web portal form that the device is a MAIN-FACS printer.



Attachment 1 – Xerox Tools and Client Tools

Xerox Tools. Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to State. Xerox Tools will be installed and operated only by Xerox or its authorized agents. State will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. State will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and State shall reasonably facilitate such removal.

Xerox Client Tools. Xerox grants to State a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. State may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.

Data Collection and Use. State Data, as defined in Section 28 of the Contract Terms, collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any State documents or other information residing on or passing through the equipment or third party hardware or State's information management systems. State Data collected by the Xerox Tools, including the transmittal to a remotely hosted server remain subject to Xerox's obligations with respect to State Data, including Xerox's obligations with respect to the Compromise of State Data as outlined in Section 28(c) of the Contract Terms.