



# 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 12

to

Contract Number MA071B2200257C

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills MI 48309
	Stephen Foad
	613-791-5017
	stephen.foad@unisys.com
	CV0018747

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

CONTRACT SUMMARY				
Unisys Mainframe Computing System and Unisys Legacy Environment licenses, hardware, maintenance and support.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 12 Months	May 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$47,013,104.51	\$239,897.62	\$47,253,002.13		
DESCRIPTION				
Effective May 30, 2025, the Contract is hereby increased by \$239,897.62 to cover the renewal of Alan Ponting for the time period of 6/11/25 - 5/31/26 for a total cost of \$289,897.62 (\$50,000.00 of existing Contract funding will be utilized).				
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov
MDOS	Cynthia Alexander	517-335-6123	AlexanderC1@michigan.gov
MDOS	Megan LaSalle	517-582-8583	LaSalleM2@michigan.gov



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## CONTRACT CHANGE NOTICE

Change Notice Number 11

to

Contract Number MA071B2200257C

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills MI 48309
	Stephen Foad
	613-791-5017
	stephen.foad@unisys.com
	CV0018747

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

CONTRACT SUMMARY				
Unisys Mainframe Computing System and Unisys Legacy Environment licenses, hardware, maintenance and support.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 10 Months	July 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	10 Months	<input type="checkbox"/>		May 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$44,932,432.41	\$2,080,672.10	\$47,013,104.51		

DESCRIPTION
<p>Effective April 23, 2025, the Contract is hereby increased by \$2,080,672.10 and the following amendment incorporated to cover the Mainframe support costs for LARA and Treasury for the term of 6/1/25 - 5/31/26.</p> <p>Additionally, the State is also exercising 10 months of the two remaining available option years. The new expiration date is 5/31/2026. Change Notices 7-10 incorrectly stated the expiration date which should have read 7/31/2025 per Change Notice 6.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 4/22/2025.</p>

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

AGENCY	NAME	PHONE	EMAIL
MDOS	Cynthia Alexander	517-335-6123	AlexanderC1@michigan.gov
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov
MDOS	Megan LaSalle	517-582-8583	LaSalleM2@michigan.gov



State of Michigan ClearPath Libra Pricing Summary  
Valid Through May 10, 2025  
Contract Term: 12 Months, June 1, 2025 through May 31, 2026  
12 month Term 264MIPS & 36 BC MIPS

Quote Ref	Software	SSU	Maintenance	Quote Total
CPQ-18233 - Version # 4	\$1,076,812.37	\$202,306.42	\$280,382.39	\$1,559,501.18
CPQ-12461 - Version # 3	\$0.00	\$0.00	\$34,625.88	\$34,625.88
CPQ-19346 - Version # 1	\$190,465.00	\$0.00	\$38,093.76	\$228,558.76
CPQ-12460 - Version # 3	\$0.00	\$0.00	\$257,986.28	\$257,986.28
<b>Total</b>	<b>\$1,267,277.37</b>	<b>\$202,306.42</b>	<b>\$611,088.31</b>	<b>\$2,080,672.10</b>

#### Quote CPQ 18233v4

**Quote Name:** SoM 12-month extension proposal - 216 MIPS / 36 BC MIPS  
**Quote For:** State of Michigan Dept of Technology Mgmt & Budget  
**Quote ID:** CPQ-18233 - Version # 4  
**Quote Date:** 10-Feb-2025  
**Quote Valid Until:** 10-May-2025  
**Quote Currency:** USD  
**Prepared By:** Stephen Foad

#### Configuration : Libra Model 4590 - MIPC Prod SCN 0208400 LSHC

Qty	Style	Description	Price	Total Net
<b>Software:</b>				
22	UOR14590-PPU	MCP UOE/IE 1 MIP Pre-Paid	12	\$780,449.26
1	UOP1050-DB1	dbaTOOLS Analyzer	12	\$4,985.73
1	UOP1050-DBM	dbaTOOLS Monitor	12	\$6,533.47
1	UOP1050-BC	BC Accelerator Runtime (BCA)	12	\$6,451.46
1	SRP10509-UOE	MCP UOE Source	12	\$11,578.00
			Software Subtotal	\$809,997.92
<b>Software Subscription Updates (SSU):</b>				
22	UOU14590-PPU	SSU Subscription 1 MIP Pre-Paid	12	\$146,336.58
1	UOU1050-DB1	Subscrm:dbaTOOLS Analyzer	12	\$2,024.00
1	UOU1050-DBM	Subscrm:dbaTOOLS Monitor	12	\$2,784.80
			SSU Subtotal	\$151,145.38
<b>Software Maintenance:</b>				
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay	\$207,702.20	
			Software Maintenance Subtotal	\$207,702.20
			<b>Configuration Subtotal</b>	<b>\$1,168,845.50</b>

#### Configuration : Libra Model 4590 - MIPCDR SCN 0208401 config 1 of 2

Qty	Style	Description	Price	Total Net
<b>Software:</b>				
22	BCR14590-BCU	MCP UOE/IE 1 MIP-Month BC Pre-Paid (DR MIPS equates to 36MIPS)	12	\$39,021.82
			Software Subtotal	\$39,021.82
<b>Software Subscription Updates (SSU):</b>				
22	BCU14590-BCU	SSU Scrm 1 MIP-Month BC Pre-Paid	12	\$6,777.84
			SSU Subtotal	\$6,777.84
<b>Maintenance:</b>				
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay	\$9,755.62	
			Software Maintenance Subtotal	\$9,755.62
			<b>Configuration Subtotal</b>	<b>\$ 55,555.28</b>

#### Configuration : DevStudio 0208404 MIPCTest

Qty	Style	Description	Price	Total Net
<b>Software:</b>				
1	DEL11020-ELB	MCP Developer Studio Ent Lic Level B Base - HW Ind	12	\$103,556.29
			Software Subtotal	\$103,556.29
<b>Software Subscription Updates (SSU):</b>				
1	DEU11000-ELB	SSU Scrm MCP Developer Studio Enterprise Level B	12	\$22,064.60
			SSU Subtotal	\$22,064.60
<b>Maintenance:</b>				
1		Maintenance - 24x7 - 12 Months - Bill Cycle: Prepay	\$27,948.90	
			Software Maintenance Subtotal	\$27,948.90
			<b>Configuration Subtotal</b>	<b>\$153,569.79</b>

#### Configuration : DevStudio 0208403 - MIPCDDevI, MIPCDDevIDR

Qty	Style	Description	Price Type	Total Net
<b>Software:</b>				
1	DEL11020-ELB	MCP Developer Studio Ent Lic Level B Base - HW Ind	12	\$103,556.29
			Software Subtotal	\$103,556.29
<b>Software Subscription Updates (SSU):</b>				
1	DEU11000-ELB	SSU Scrm MCP Developer Studio Enterprise Level B	12	\$22,064.60
			SSU Subtotal	\$22,064.60
<b>Maintenance:</b>				
1		Maintenance - 24x7 - 12 Months - Bill Cycle: Prepay	\$27,948.90	
			Software Maintenance Subtotal	\$27,948.90
			<b>Configuration Subtotal</b>	<b>\$153,569.79</b>

#### Configuration : Libra Model 4590 - MIPCDR SCN 0208401 config 2 of 2

Qty	Style	Description	Price Type	Total Net Price
<b>Software:</b>				
1	UOP1040-BC	BC Accelerator Runtime	12	\$4,424.29
1	BCR14590-WBC	Warm BC UOE/IE 10 MIPS Pre-Paid - (Style description, style added to BCA config for monitoring, Not metered MIPS)	12	\$16,255.76
			Software Subtotal	\$20,680.05
<b>Software Subscription Updates (SSU):</b>				
1	BCU14590-WBC	SSU Scrm Warm BC 10 MIPS Pre-Paid	12	\$254.00
			Software Subscription Subtotal	\$254.00
<b>Maintenance:</b>				
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay	\$7,026.77	
			Maintenance Subtotal	\$7,026.77
			<b>Configuration Subtotal</b>	<b>\$27,960.82</b>
			<b>Quote Total(excluding VAT/Local Tax)</b>	<b>\$1,559,501.18</b>

Quote CPQ 12461v3					
Quote For:		State of Michigan Dept of Technology Mgmt & Budget			
Quote ID:		CPQ-12461 - Version # 3			
Configuration : MIPCDEVLDR, BCA DR & SRS-EMC Policy Server - MA Renewal SC 122231					
Qty	Style	Description	Price	Total Net	
Hardware Maint Only:					
3	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter			
3	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter			
Hardware Subtotal					
Software Maint Only:					
1	BSP1006852-001	PowerEdge R640 Server		12	
1	BSP1008505-001	PowerEdge R640 Server		12	
1	BSP1008505-091	PowerEdge R640 Server		12	
Hardware Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual			
			Maintenance Subtotal	\$13,903.78	
			Configuration Subtotal		\$13,903.78
Configuration : MIPCDEVLDR, SRS - EMC Policy Server, MIPCTEST, BCA - MA Renewal SC 122232					
Qty	Styl	Description	Price	Total Net	
Hardware Maint Only:					
4	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter			
Hardware Subtotal					
Software Maint Only:					
1	BSP1006852-053	PowerEdge R640 Server		12	
1	BSP1006852-105	PowerEdge R640 Server		12	
1	BSP1008505-046	PowerEdge R640 Server		12	
1	BSP1008505-136	PowerEdge R640 Server		12	
			Software Subtotal		
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual			
			Maintenance Subtotal	\$20,722.10	
			Configuration Subtotal		\$20,722.10
Configuration : Standalone Items - Keep Your Hard Drive PowerEdge R640 Series					
Qty	Style	Description	Price	Total Net	
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
1	GTS807-DTL	Dell KYHD Program	12		
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay			
			Quote Total(excluding VAT/Local Tax)		\$34,625.88
Quote - CPQ 19346v1					
Quote For:		State of Michigan Dept of Technology Mgmt & Budget			
Quote ID:		CPQ-19346 - Version # 1			
Configuration : DSI VTL Library Manager Software License and Maintenance 1yr - Prod					
Qty	Style	Description	Price	Total Net	
Software:					
1	DSI701-LLM	Large MCP Robotics LibraryManager 1 YEAR		\$37,992.00	
1	DSI701-SLM	Small MCP Robotics LibraryManager 1 YEAR		\$7,676.00	
			Software Subtotal	\$45,668.00	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12			
			Maintenance Subtotal	9,133.78	
			Configuration Subtotal		\$ 54,801.78
Configuration : DSI VTL Library Manager License and Maintenance 1yr - DR					
Qty	Style	Description	Price	Total Net	
Software:					
1	DSI701-LLM	Large MCP Robotics LibraryManager 1 YEAR		\$37,992.00	
1	DSI701-SLM	Small MCP Robotics LibraryManager 1 YEAR		\$7,676.00	
			Software Subtotal	\$45,668.00	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay		\$9,133.78	
			Maintenance Subtotal	\$9,133.78	
			Configuration Subtotal		\$ 54,801.78
Configuration : BL/LIB-VTL Software License & Maintenance - 1yr					
Qty	Styl	Description	Price	Total Net	
Software:					
1	RI A50099-RI 1	LIC - B&L Software License - BL/LIB-VTL Software Site License. 1 year		\$99,129.00	
			Software Subtotal	\$99,129.00	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Prepay		\$19,826.20	
			Maintenance Subtotal	\$19,826.20	
			Configuration Subtotal		\$ 118,955.20
			Quote Total(excluding VAT/Local Tax)		\$228,558.76
Quote CPQ 12460v3					
Quote For:		State of Michigan Dept of Technology Mgmt & Budget			
Quote ID:		CPQ-12460 - Version # 3			
Configuration : DSI VTL DR Hardware Maintenance 1 yr - LMHC					
Qty	Style	Description	Price	Total Net	
Hardware Maintenance Only:					
1	DSI540141-D24	Dedupe Appliance up to 24TB	7899KD3		
Software Maint Only:					
18	DSI540-C01	1 Unit Required for Each 1TB		12	
1	DSI54071-D24	24x7 Annual SW Support for DSI540141-D24		12	
1	DSI540-MAG	Midrange VTL Agent		12	
1	DSI540-MIP	Midrange IP-Based Replication		12	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$21,087.85	
			Maintenance Subtotal	\$21,087.85	
			Configuration Subtotal		\$21,087.85
Configuration : DSI VTL PROD Maintenance - LSHC					
Qty	Style	Description	Price	Total Net	
Hardware Maint Only:					
1	DSI540141-D24	Dedupe Appliance up to 24TB	7899KD3		
Software Maint Only:					
18	DSI540-C01	1 Unit Required for Each 1TB		12	
1	DSI54071-D24	24x7 Annual SW Support for DSI540141-D24		12	
1	DSI540-MAG	Midrange VTL Agent		12	
1	DSI540-MIP	Midrange IP-Based Replication		12	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$21,087.85	
			Maintenance Subtotal	\$21,087.85	
			Configuration Subtotal		\$21,087.85

Configuration : PMAX Maintenance SC122225 - DR LSHC					
Qty	Styl	Description	Price	Total Net	
Hardware Maint Only:					
1	PWR289-EH1	PowerMax 2000 SYS BAY1 3D PSNT	HK197902419 now HK197902487		
Software Maint Only:					
13	PWR450001-645	PowerMax Pro Suite 1TB=CC		12	
13	PWR458002-223	PowerMax Pro Suite OS 1TB=CC		12	
1	PWR458002-275	PowerMax Pro Encryption Product=IC		12	
1	PWR458002-348	PowerPath for PowerMax Pro=IC		12	
13	PWR458002-321	AppSync Advanced PowerMax 2000-PRO=CC		12	
13	PWR458002-312	SRM for PowerMax PRO=CC		12	
1	PWR450001-644	PowerMax Pro Suite=IC		12	
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$63,093.90	
			Maintenance Subtotal	\$63,093.90	
			Configuration Subtotal		\$63,093.90
Configuration :PMAX Maintenance - SC122225 - LMHC					
Qty	Styl	Description	Price	Total Net	
Hardware Maint Only:					
1	PWR289-EH1	PowerMax 2000 SYS BAY1 3D PSNT	HK197902418 now HK197902480		
Hardware Subtotal					
Software Maint Only:					
13	PWR458002-312	SRM for PowerMax PRO=CC		12	
1	GTS866-PMX	KEEP YOUR HARD DRIVE FOR ENT POWERMAX		12	
13	PWR458002-223	PowerMax Pro Suite OS 1TB=CC		12	
13	PWR458002-321	AppSync Advanced PowerMax 2000-PRO=CC		12	
13	PWR450001-645	PowerMax Pro Suite 1TB=CC		12	
1	PWR458002-275	PowerMax Pro Encryption Product=IC		12	
1	GTS866-PMX	KEEP YOUR HARD DRIVE FOR ENT POWERMAX		12	
1	PWR458002-348	PowerPath for PowerMax Pro=IC		12	
1	PWR450001-644	PowerMax Pro Suite=IC		12	
Software Subtotal					
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$88,187.70	
			Maintenance Subtotal	\$88,187.70	
			Configuration Subtotal		\$88,187.70
Configuration : LIB4590 Maintenance DR - SC 122226					
Qty	Style	Description	Price Type	Total Net Price	
Hardware Maint Only:					
2	CFE2101-GB	CPF Dual port 10Gb Copper Ethernet NIC			
4	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA			
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips			
1	CPF600030-HA	ClearPath Forward MCP Infrastructure Pkg, 3.0, HA, Single Partition			
1	LIB4590	ClearPath Forward Libra 4590 System			
2	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC			
Hardware Subtotal					
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$27,771.03	
			Maintenance Subtotal	\$27,771.03	
			Configuration Subtotal		\$27,771.03
Configuration : LIB4590 Maintenance PROD - SC 122226					
Qty	Style	Description	Price	Total Net	
Hardware Maint Only:					
1	LIB4590	ClearPath Forward Libra 4590 System			
2	CFE2101-GB	CPF Dual port 10Gb Copper Ethernet NIC			
2	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC			
4	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA			
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips			
1	CPF600030-HA	ClearPath Forward MCP Infrastructure Pkg, 3.0, HA, Single Partition			
Hardware Subtotal					
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$27,771.03	
			Maintenance Subtotal	\$27,771.03	
			Configuration Subtotal		\$27,771.03
Configuration : SC 122539 PMAX FC - DR					
Qty	Style	Description	Price	Total Net	
Hardware Maint Only:					
1	PWR262-EH1	PowerMax 2000 8MM 16G FC CONV	CF2AJ1902 00216		
Hardware Subtotal					
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$4,493.46	
			Maintenance Subtotal	\$4,493.46	
			Configuration Subtotal		\$4,493.46
Configuration : SC 122539 PMAX FC PROD					
Qty	Style	Description	Price	Total Net	
Hardware Maint Only:					
1	PWR262-EH1	PowerMax 2000 8MM 16G FC CONV	CF2AJ1721 00463		
Hardware Subtotal					
Maintenance:					
1		Maintenance - 24x7 4 Hour Response - 12 Months - Bill Cycle: Annual		\$4,493.46	
			Maintenance Subtotal	\$4,493.46	
			Configuration Subtotal		\$4,493.46
Quote Total(excluding VAT/Local Tax)					\$257,986.28





# 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 **10**

to

Contract Number **MA071B2200257C**

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills MI 48309
	Stephen Foad
	613-791-5017
	stephen.foad@unisys.com
	CV0018747

<b>STATE</b>	<b>Program Manager</b>	Various	Various
	<b>Contract Administrator</b>	Shannon Romein	
		517-898-8102	
		RomeinS@michigan.gov	

CONTRACT SUMMARY				
Unisys Mainframe Computing System and Unisys Legacy Environment licenses, hardware, maintenance and support.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 12 Months	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$44,824,515.99	\$107,916.42	\$44,932,432.41		

DESCRIPTION
<p>Effective 12/6/2024, this Contract is hereby increased by \$107,916.42 to cover the costs of an additional 100 MIPS licenses for the term of 1/1/25 - 5/31/25 and allow for the Contract to have an additional spending authority of \$50,000.00 to cover any additional in scope license(s) and service(s) that are needed until 5/31/25. \$257,258.32 in existing Contract funding will also be utilized for the purchase for a total licensing cost of \$315,174.74.</p> <p>The State's Contract Administrator has been updated to Shannon Romein.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.</p>

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Mark Wagner	517-898-4084	WagnerM2@michigan.gov
MDOS	Megan Lasalle	517-582-8583	lasallem2@michigan.gov

## Our Quote

Quote Name:	Additional add on MIPS -100
Quote For:	State of Michigan Dept of Technology Mgmt & Budget
Quote ID:	CPQ-19215 - Version # 1
Quote Date:	15-NOV-2024
Quote Valid Until:	31-DEC-2024
Quote Currency:	USD
Prepared By:	Stephen Foad

## Configuration : Libra Models - 100 MIPS Top Off

Qty	Style	Description	Asset Serial Number	Price Type	Total Net Price
<b>Software:</b>					
20	UOR14590-PPU	UOE/IE 1 MIP Pre-Paid		5	219,263.80
<b>Software Subtotal</b>					<b>\$219,263.80</b>
<b>Software Subscription Updates:</b>					
20	UOU14590-PPU	SSU Scrn 1 MIP Pre-Paid		5	41,104.22
<b>Software Subscription Subtotal</b>					<b>41,104.22</b>
<b>Maintenance:</b>					
1		Maintenance - 24x7 4 Hour Response - 5 Months - Bill Cycle: Prepay			
		Year 1		54,806.72	
<b>Maintenance Subtotal</b>					<b>54,806.72</b>
<b>Configuration Subtotal</b>					<b>315,174.74</b>
<b>Quote Total(excluding VAT/Local Tax)</b>					<b>315,174.74</b>

## Our Pricing

	Quote Value USD
<a href="#">Software</a>	219,263.80
<a href="#">SSU</a>	41,104.22
<a href="#">Maintenance</a>	54,806.72
<a href="#">Other</a>	0.00
<b>Quote Total</b>	<b>315,174.74</b>

## Invoice Cycle and Maintenance Information

Invoice Cycle: Assumes Prepaid, unless specified otherwise in this quote. - Note that other invoice cycles will include a service fee.  
All maintenance commence upon delivery unless otherwise stated.

## Software Licensing Information

All software Licenses commence upon delivery unless otherwise stated.



**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 **9**

to

Contract Number **071B2200257**

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills, MI 48309
	Stephen Foad
	(613) 791-5017
	stephen.foad@unisys.com
	CV0018747

<b>STATE</b>	<b>Program Manager</b>	Mark Wagner	DTMB
		517-898-4084	
		WagnerM2@michigan.gov	
	<b>Contract Administrator</b>	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
UNISYS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 1 Year	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$44,824,515.99	\$0.00	\$44,824,515.99		
DESCRIPTION				
Effective 10/3/2022, the Primary Contact for the Contractor has been changed to Stephen Foad.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**

to

Contract Number **071B2200257**

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills, MI 48309
	Meredith Hughes
	(248) 805-5014
	meredith.hughes@unisys.com
	CV0018747

<b>STATE</b>	<b>Program Manager</b>	Mark Wagner	DTMB
		517-898-4084	
		WagnerM2@michigan.gov	
	<b>Contract Administrator</b>	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
UNISYS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$44,824,515.99	\$0.00		\$44,824,515.99	
DESCRIPTION				
Effective 7/15/2022 the contract expiration date is updated to the correct date of 5/31/2025 previously established in Change Notice 6, per SOM_4590_Proposal_03_08_2021.				
Please note the Contract Administrator has been changed to Lauren Stempek.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval, and State Administrative Board approval 8/16/2022.				

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



**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 071B2200257

<b>CONTRACTOR</b>	UNISYS CORPORATION
	578 Shelbourne Drive
	Rochester Hills, MI 48309
	Meredith Hughes
	(248) 805-5014
	meredith.hughes@unisys.com
	CV0018747

<b>STATE</b>	<b>Program Manager</b>	Mark Wagner	DTMB
		517-898-4084	
		WagnerM2@michigan.gov	
	<b>Contract Administrator</b>	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY				
UNISYS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2012	July 31, 2015	2 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$44,824,515.99	\$0.00	\$44,824,515.99		
DESCRIPTION				
Effective April 13th, 2021, this contract is incorporating the attached terms which supplement the purchase made as a result of Change Notice 6.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

Client name and address

Date

State of Michigan, Department of Technology Management and Budget

04/12/2021

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of paragraphs 1 through 3, on pages 1 through 1.

1. These added terms and conditions will apply only to the Hardware, Software (metered and non-metered), Support Service and Services ordered under and concurrent with the effective date of the attached Supplemental Schedule Order, and not to any other order for Hardware, Software, Support Services and/or Services unless specifically agreed upon in that written order.
2. Client is ordering two (2) ClearPath Libra 6590 systems, EMC PMAX storage and DSI Virtual Tape, comprised of those components listed in the attached Quotes CPQ-6852 and CPQ-8505 (the "New Systems"), Software, MIPS, Subscription, Implementation Services and Maintenance Support Services for the New Systems as reflected in the attached Quote CPQ-6852 and CPQ-8505. The New Systems are intended to replace Client's two (2) currently installed ClearPath Libra 6490 systems ("Existing Systems") EMC disk and DSI tape.
3. In consideration for Client placing an Order with Unisys on or before April 30, 2021 and payment of the total purchase price for the New Systems Equipment, Software, MIPS, Subscription, Implementation Services and associated Maintenance Support Services detailed in the attached Quotes CPQ-6852 and CPQ-8505 according to the Agreement, and in consideration for Client's business requirements to continue to use the Existing Systems during the transition/cut over from the Existing Systems to the New Systems, Unisys agrees that Client may continue to use each of the Existing Systems according to the existing license terms and Unisys will continue to provide the contracted Support Services on the Existing Systems according to the Agreement until the earlier of (i) the date the Existing Systems are de-installed or (ii) August 31, 2021 (the "Transition Date"), subject to the following additional terms:
  - a. Unisys prices for the New Systems are inclusive of any and all credits that Unisys agreed to provide to Client for the upgrade of its Existing Systems, including those in the Additional Terms and Conditions dated 06/17/2017 (and Unisys Schedules) to that Order dated 06/17/2017 (the "2017 Existing Systems Renewal Order"), pursuant to which Client last renewed its licenses and support for the Existing Systems. No other credits apply.
  - b. Effective upon shipment of the associated software license key for the metered Software for the New Systems listed on the attached Quotes CPQ-6852 and CPQ-8505:
    - (i) Notwithstanding any contrary terms in the 2017 Existing Systems Renewal Order, the MIPS Balance for the MCP metered Software for the Existing Systems will deplete to zero, and
    - (ii) The prepaid Metered Usage right for the stated amount of processing power, expressed in terms of MIPS as provided for in the attached Quotes CPQ-6852 and CPQ-8505, may be used during the Term of Usage on (i) the Existing Systems and (ii) the New Systems acquired hereunder, subject to Client's available MIPS Balance and the terms of the attached MCP Metered Software Schedule.



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



**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **071B2200257**

<b>CONTRACTOR</b>	UNISYS CORPORATION	<b>STATE</b>	Program Manager	Mark Wagner	DTMB
	578 Shelbourne Drive			517-898-4084	
	Rochester Hills, MI 48309		Contract Administrator	WagnerM2@michigan.gov	
	Ryan Alexander			Jordan Sherlock	DTMB
	(651) 635-7753			517-243-5556	
	ryan.alexander@unisys.com			sherlockj@michigan.gov	
	CVV0018747				

CONTRACT SUMMARY				
UNISYS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 1, 2012	July 31, 2015	2 - 1 Year		July 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	36 Months	<input type="checkbox"/>		July 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$36,115,385.99	\$8,709,130.00	\$44,824,515.99		
DESCRIPTION				
Effective April 13th 2021, this contract is incorporating the attached pricing table, and is increased by \$8,709,130 to fund this engagement. The State is also exercising 3 option years; and the new expiration date is 7/31/2025.				
The Account Manager for Unisys is also hereby updated to Ryan Alexander.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on April 13th, 2021.				

**4-March-2021**

**State of Michigan ClearPath Libra Pricing**

**Valid Through May 30, 2021**

**Replace: Libra 6490's with Libra 4590's**

**Replace: DSI VTLS, EMC Storage, Unisys System Servers**

**Hardware, Software, MIPS, Storage, Servers, Virtual Tape Libraries.**

**Contract Term: 45 Months, September 1, 2021 through May 31, 2025. April 2021 Delivery.**

**2,745 Production and 495 DR MIPS included.**

**Custom Engineering Request to extended support of MCP 19 (60.R1) July 1, 2024 through May 31, 2025.**

Description		Price
Libra 4590 Systems, MIPS, Services, CER		\$7,600,731
DSI VTLS, Systems Servers, EMC PowerMax, Storage		\$1,585,524
Total All Credits*		(\$477,125)
MIPS Software Credits	\$219,040	
SSU Credits	\$41,878	
Maintenance Credits, Unisys, EMC, DSI	\$216,207	
<b>Total</b>		<b>\$8,709,130</b>

**\*\*Note:** Credit is based on the assumption that cutover to new system will complete by Sept. 1, 2021. If that date changes, the credit amount will need to be adjusted.

Pricing details follow on subsequent pages.



## Opportunity Detail (Maintenance by Category)

Customer Name: State of Michigan Dept of Technology Mgmt & Budget  
 Quote Name: Libra 6490 Tech Refresh-L4590 version v3 RR 61 MIPS  
 Opportunity ID: SFDC-268949  
 Quote ID: CPQ-6852

Country: USA - Commercial  
 Version Na: L4590 Tech Turn Option- PS discounts v3  
 Version: 5  
 Date: 2021-03-03

To USD Exchange Rate is : 1

Configuration: SOM Prod DevStudio (ID: 133) LOCATION: LSHC

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Software:</b>						
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0%	0	ETP45
1	CS10-LTR	MCP Systems Delivery Welcome Letter	0	0%	0	OTC
1	CS11-LTR	MCP SW Series Welcome Letter Read me First	0	0%	0	OTC
1	VDE1000-LTR	Welcome Letter for Visual Studio IDE	0	0%	0	ETP45
10	DEL11021-ALB	MCP Developer Studio Ent Lic Level B 1 addl named user - HW Ind	38,058	12%	33,491	ETP45
1	DEL11020-ELB	MCP Developer Studio Ent Lic Level B Base - HW Ind	190,266	12%	167,434	ETP45
1	DEM11020-DST	MCP Developer Studio Media - HW Ind	0	0%	0	ETP45
1	ECH10-CH	Call Home Service CS MCP	0	0%	0	ETP45
1	CS10-END	IOE Encryption Opt US	0	0%	0	ETP45
1	MCP190-RVL	CP MCP Rel 19.0	0	0%	0	OTC
1	ABS70-RVL	ABSuite Rel 7.0	0	0%	0	OTC
1	VID40-RVL	Visual IDE Rel 4.0	0	0%	0	OTC
1	DEX60-RVL	Data Exchange Rel 6.0	0	0%	0	OTC
<b>Software Subtotals:</b>			<b>228,324</b>	<b>12%</b>	<b>200,925</b>	
<b>SSU:</b>						
10	DEU11001-ALB	SSU Scrn MCP Developer Studio Ent Lic Level B 1 addl named user	13,830	12%	12,170	ETP45
1	DEU11000-ELB	SSU Scrn MCP Developer Studio Enterprise Level B	69,155	12%	60,856	ETP45
<b>SSU Subtotals:</b>			<b>82,985</b>	<b>12%</b>	<b>73,026</b>	
<b>Installation Subtotals:</b>			<b>0</b>	<b>0%</b>	<b>0</b>	
<b>Delivery Subtotals:</b>			<b>0</b>	<b>0%</b>	<b>0</b>	
<b>Total Excluding Maintenance</b>			<b>311,308</b>	<b>12%</b>	<b>273,951</b>	
<b>Maintenance:</b>						
			<b>24X7X4 HR RESP</b>	<b>Bill Cycle Prepay</b>		
Software Maintenance - Year1			100,111		100,111	
Software Maintenance - Year2			0		0	
Software Maintenance - Year3			0		0	
Software Maintenance - Year4			0		0	
<b>Software Maintenance Subtotals</b>			<b>100,111</b>	<b>0%</b>	<b>100,111</b>	
<b>Total Maintenance</b>			<b>100,111</b>	<b>0%</b>	<b>100,111</b>	
<b>Configuration Grand Total</b>			<b>411,419</b>	<b>9%</b>	<b>374,062</b>	

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Software:</b>						
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0%	0	ETP45
1	CS10-LTR	MCP Systems Delivery Welcome Letter	0	0%	0	OTC
1	CS11-LTR	MCP SW Series Welcome Letter Read me First	0	0%	0	OTC
1	VDE1000-LTR	Welcome Letter for Visual Studio IDE	0	0%	0	ETP45
10	DEL11021-ALB	MCP Developer Studio Ent Lic Level B 1 addl named user - HW Ind	38,058	12%	33,491	ETP45
1	DEL11020-ELB	MCP Developer Studio Ent Lic Level B Base - HW Ind	190,266	12%	167,434	ETP45
1	DEM11020-DST	MCP Developer Studio Media - HW Ind	0	0%	0	ETP45
1	ECH10-CH	Call Home Service CS MCP	0	0%	0	ETP45
1	CS10-END	IOE Encryption Opt US	0	0%	0	ETP45
1	MCP190-RVL	CP MCP Rel 19.0	0	0%	0	OTC
1	ABS70-RVL	ABSuite Rel 7.0	0	0%	0	OTC
1	VID40-RVL	Visual IDE Rel 4.0	0	0%	0	OTC
1	DEX60-RVL	Data Exchange Rel 6.0	0	0%	0	OTC
<b>Software Subtotals:</b>			<b>228,324</b>	<b>12%</b>	<b>200,925</b>	
<b>SSU:</b>						
10	DEU11001-ALB	SSU Scrn MCP Developer Studio Ent Lic Level B 1 addl named user	13,830	12%	12,170	ETP45
1	DEU11000-ELB	SSU Scrn MCP Developer Studio Enterprise Level B	69,155	12%	60,856	ETP45
<b>SSU Subtotals:</b>			<b>82,985</b>	<b>12%</b>	<b>73,026</b>	
<b>Installation Subtotals:</b>			<b>0</b>	<b>0%</b>	<b>0</b>	
<b>Delivery Subtotals:</b>			<b>0</b>	<b>0%</b>	<b>0</b>	
<b>Total Excluding Maintenance</b>			<b>311,308</b>	<b>12%</b>	<b>273,951</b>	
<b>Maintenance:</b>						
			<b>Bill Cycle Prepay</b>			
Software Maintenance - Year1			100,111		100,111	
Software Maintenance - Year2			0		0	
Software Maintenance - Year3			0		0	
Software Maintenance - Year4			0		0	
<b>Software Maintenance Subtotals</b>			<b>100,111</b>	<b>0%</b>	<b>100,111</b>	
<b>Total Maintenance</b>			<b>100,111</b>	<b>0%</b>	<b>100,111</b>	
<b>Configuration Grand Total</b>			<b>411,419</b>	<b>9%</b>	<b>374,062</b>	

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Software:</b>						
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0%	0	ETP45
1	CS10-AJP	App Int Svcs JProcessor Migration	7,313	12%	6,435	ETP45
1	GTS5420-RHI	ClearPath Annual Remote Health Check	0	0%	0	
1	CS10-LTR	MCP Systems Delivery Welcome Letter	0	0%	0	OTC
61	UOR14590-PPU	UOE/IE 1 MIP Pre-Paid	3,010,926	5%	2,860,380	ETP45
1	UOL14590-PPC	Enabler Ceiling Pre-Paid	0	0%	0	ETP45
1	UOE14590-C1	UOE Companion Pkg	0	0%	0	ETP45
1	UOE14590-MED	UOE Media	0	0%	0	ETP45
1	ECH10-CH	Call Home Service CS MCP	0	0%	0	ETP45
1	CS10-END	IOE Encryption Opt US	0	0%	0	ETP45
1	UOP1080-DBM	dbaTOOLS Monitor	21,524	12%	18,941	ETP45
1	UOP1080-DB1	dbaTOOLS Analyzer	15,314	12%	13,476	ETP45
1	UOP1080-BC	BC Accelerator Runtime	33,378	12%	29,373	ETP45
1	CS10-BCN	BC Accelerator Network Protocols	0	0%	0	ETP45
1	MCP190-RVL	CP MCP Rel 19.0	0	0%	0	OTC
1	SRP10909-UOE	UOE Source	65,206	0%	65,206	ETP45
<b>Software Subtotals:</b>			<b>3,153,661</b>	<b>5%</b>	<b>2,993,811</b>	
<b>SSU:</b>						
61	UOU14590-PPU	SSU Scrn 1 MIP Pre-Paid	1,042,264	5%	990,151	ETP45
1	UOU1080-DBM	Subscrn:dbaTOOLS Monitor	14,903	12%	13,114	ETP45
1	UOU1080-DB1	Subscrn:dbaTOOLS Analyzer	10,099	12%	8,887	ETP45
<b>SSU Subtotals:</b>			<b>1,067,266</b>	<b>5%</b>	<b>1,012,152</b>	
<b>Hardware:</b>						
1	LIB4590	ClearPath Forward Libra 4590 System	180,600	15%	153,510	
1	CPF600030-HA	ClearPath Forward MCP Infrastructure Pkg, 3.0, HA, Single Partition	0	0%	0	
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,571	15%	6,435	
2	CFE2101-GB	CPF Dual port 10Gb Copper Ethernet NIC	1,800	15%	1,530	
2	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	1,384	15%	1,176	
4	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	16,800	15%	14,280	
20	CBL17104-10	Cable: 10M Fiber OM4 10GbE 50/125 LC-LC	1,400	15%	1,190	
8	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	552	15%	469	
<b>Hardware Subtotals:</b>			<b>210,107</b>	<b>15%</b>	<b>178,591</b>	
<b>Services:</b>						
1	GTS5100-EDU	Product Support Site Training	0	0%	0	
<b>Services Subtotals:</b>			<b>0</b>	<b>0%</b>	<b>0</b>	
<b>Installation Subtotals:</b>			<b>9,700</b>	<b>0%</b>	<b>9,700</b>	
<b>Delivery Subtotals:</b>			<b>997</b>	<b>0%</b>	<b>997</b>	
<b>Total Excluding Maintenance</b>			<b>4,441,730</b>	<b>6%</b>	<b>4,195,251</b>	

**Maintenance:**

Bill Cycle Prepay

Software Maintenance - Year1	1,385,555	1,385,555
Software Maintenance - Year2	0	0
Software Maintenance - Year3	0	0
Software Maintenance - Year4	0	0

<b>Software Maintenance Subtotals</b>		<b>1,385,555</b>	<b>0%</b>	<b>1,385,555</b>
	Hardware Maintenance - Year1	48,905		48,905
	Hardware Maintenance - Year2	0		0
	Hardware Maintenance - Year3	0		0
	Hardware Maintenance - Year4	0		0
<b>Hardware Maintenance Subtotals</b>		<b>48,905</b>	<b>0%</b>	<b>48,905</b>
	Services Maintenance - Year1	0		0
	Services Maintenance - Year2	0		0
	Services Maintenance - Year3	0		0
	Services Maintenance - Year4	0		0
<b>Services Maintenance Subtotals</b>		<b>0</b>	<b>0%</b>	<b>0</b>
<b>Total Maintenance</b>		<b>1,434,460</b>	<b>0%</b>	<b>1,434,460</b>
<b>Configuration Grand Total</b>		<b>5,876,190</b>	<b>4%</b>	<b>5,629,711</b>

Configuration: SOM Libra 4590 DR 95MIPs (ID: 876) LOCATION: LMHC SERVER:MIPCDR

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Software:</b>						
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0%	0	ETP45
1	CS10-AJP	App Int Svcs JProcessor Migration	7,313	12%	6,435	ETP45
1	GTS5420-RHI	ClearPath Annual Remote Health Check	0	0%	0	
1	CS10-LTR	MCP Systems Delivery Welcome Letter	0	0%	0	OTC
95	BCR14590-BCU	BC UOE/IE 1 MIP-Month BC Pre-Paid	185,630	5%	176,349	ETP45
1	BCL14590-PPC	BC Enabler Ceiling Pre-Paid	0	0%	0	ETP45
1	UOE14590-C1	UOE Companion Pkg	0	0%	0	ETP45
1	UOE14590-MED	UOE Media	0	0%	0	ETP45
1	ECH10-CH	Call Home Service CS MCP	0	0%	0	ETP45
1	CS10-END	IOE Encryption Opt US	0	0%	0	ETP45
1	MCP190-RVL	CP MCP Rel 19.0	0	0%	0	OTC
1	BCR14590-WBC	Warm BC UOE/IE 10 MIPS Pre-Paid	30,774	12%	27,081	ETP45
1	UOP1080-BC	BC Accelerator Runtime	33,378	12%	29,373	ETP45
1	MCP190-RVL	CP MCP Rel 19.0	0	0%	0	OTC
1	CER378213-001	300 Test Days over 5 years	163,200	12%	143,616	ETP45
<b>Software Subtotals:</b>			<b>420,295</b>	<b>9%</b>	<b>382,854</b>	
<b>SSU:</b>						
95	BCU14590-BCU	SSU Scrn BC 1 MIP-Month BC Pre-Paid	64,261	5%	61,048	ETP45
1	BCU14590-WBC	SSU Scrn Warm BC 10 MIPS Pre-Paid	10,653	12%	9,374	ETP45
<b>SSU Subtotals:</b>			<b>74,913</b>	<b>6%</b>	<b>70,422</b>	
<b>Hardware:</b>						
1	LIB4590	ClearPath Forward Libra 4590 System	180,600	15%	153,510	
1	CPF600030-HA	ClearPath Forward MCP Infrastructure Pkg, 3.0, HA, Single Partition	0	0%	0	
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,571	15%	6,435	
4	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	16,800	15%	14,280	
2	CFE2101-GB	CPF Dual port 10Gb Copper Ethernet NIC	1,800	15%	1,530	
2	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	1,384	15%	1,176	
20	CBL17104-10	Cable: 10M Fiber OM4 10GbE 50/125 LC-LC	1,400	15%	1,190	
8	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	552	15%	469	
<b>Hardware Subtotals:</b>			<b>210,107</b>	<b>15%</b>	<b>178,591</b>	

Services:

1	GTS5100-EDU	Product Support Site Training	0	0%	0
Services Subtotals:			0	0%	0
Installation Subtotals:			9,700	0%	9,700
Delivery Subtotals:			997	0%	997
Total Excluding Maintenance			716,012	10%	642,563

Maintenance:

Bill Cycle Prepay

Software Maintenance - Year1		124,515	124,515
Software Maintenance - Year2		0	0
Software Maintenance - Year3		0	0
Software Maintenance - Year4		0	0
Software Maintenance Subtotals		124,515	0% 124,515
Hardware Maintenance - Year1		48,905	48,905
Hardware Maintenance - Year2		0	0
Hardware Maintenance - Year3		0	0
Hardware Maintenance - Year4		0	0
Hardware Maintenance Subtotals		48,905	0% 48,905
Services Maintenance - Year1		0	0
Services Maintenance - Year2		0	0
Services Maintenance - Year3		0	0
Services Maintenance - Year4		0	0
Services Maintenance Subtotals		0	0% 0
Total Maintenance		173,420	0% 173,420
Configuration Grand Total		889,432	8% 815,983

Configuration: CER - MCP Support (ID: 1068)

Bill Cycle :

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
1	CER1006852-001	CER - Extended Support of MCP 19 60.1 July 1, 2024 - May 31st, 2025	105,413	0%	105,413	OTC
Software Subtotals:			105,413	0%	105,413	
Total Excluding Maintenance			105,413	0%	105,413	
Configuration Grand Total			105,413	0%	105,413	

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Services:</b>						
1	IS7-IMP	<b>IMPLEMENTATION PROF. SVC</b> <b>Production Work Site (LSHC):</b> One (1) ClearPath Forward Libra 4590 system (Libra 4590). Three (3) MCP developer studio windows server's One (1) 1 Dev Studio One (1) BCA/ECC server One (1) ESRS server One (1) PowerMAX2000, rack mounted One (1) Virtual Tape Library's (VTL).  <b>Disaster Recovery (DR) Work Site (LMHC):</b> One (1) ClearPath Forward Libra 4590 system. Four (4) MCP developer studio windows server's Two (2) 1 Dev Studio One (1) BCA/ECC server One (1) ESRS server One (1) PowerMAX2000, rack mounted One (1) Virtual Tape Libraries (VTL)  <b>VTL replication:</b> Configured between Production Libra 4590 ClearPath Forward system and the DR Libra 4590 ClearPath Forward system. <b>Symmetrix Remote Data Facility (SRDF):</b> Configured between Production Libra 4590 ClearPath Forward system and the DR Libra 4590 ClearPath Forward system. <b>Business Continuity Accelerator (BCA):</b> Configured to automate failover and fail back between the Production Libra 4590 ClearPath Forward system and the DR Libra 4590 ClearPath Forward system.	335,000	10%	301,500	
<b>Services Subtotals:</b>			<b>335,000</b>	<b>10%</b>	<b>301,500</b>	
<b>Total Excluding Maintenance</b>			<b>335,000</b>	<b>10%</b>	<b>301,500</b>	
<b>Configuration Grand Total</b>			<b>335,000</b>	<b>10%</b>	<b>301,500</b>	
<b>Opportunity Grand Total</b>			<b>8,028,872</b>	<b>5%</b>	<b>7,600,731</b>	



## Opportunity Detail (Maintenance by Category)

**Customer Name:** State of Michigan Dept of Technology Mgmt & Budget  
**Quote Name:** State of Michigan - Dell Servers, PMAX2000, DSI VTL  
**Opportunity ID:** SFDC-268949  
**Quote ID:** CPQ-8505  
**To USD Exchange Rate is :** 1

**Country:** USA - Commercial  
**Version Name:** State of Michigan - Dell Servers, PMAX2000, DSI VTL  
**Version:** 1  
**Date:** 2021-03-03

**Configuration:** Dell R640 Dev Studio - Prod (ID: 906) LOCATION:LSHC SERVER: MIPCDEVLDR

**Bill Cycle : Prepay**

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Hardware:</b>						
1	BSP1006852-001	PowerEdge R640 Server	26,161	10%	23,601	List Price
1	BSP1006852-002	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1006852-003	Trusted Platform Module 2.0	0	0%	0	List Price
1	BSP1006852-004	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price
1	BSP1006852-005	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1006852-006	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1006852-007	PowerEdge R640 CE,CCCBIS Marking	0	0%	0	List Price
1	BSP1006852-008	Intel Xeon Gold 5222 3.8G,4C/8T10.4GT/s16.5M CacheTurboHT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-009	Intel Xeon Gold 5222 3.8G,4C/8T10.4GT/s16.5M CacheTurboHT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-010	Additional Processor Selected	0	0%	0	List Price
1	BSP1006852-011	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1006852-012	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-013	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-014	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1006852-015	Performance Optimized	0	0%	0	List Price
1	BSP1006852-016	RAID 5	0	0%	0	List Price
1	BSP1006852-017	PERC H740P RAID Controller,8GB NV CacheMini card	0	0%	0	List Price
1	BSP1006852-018	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1006852-019	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1006852-020	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-021	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-022	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1006852-023	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1006852-024	OpenManage Enterprise Advanced	0	0%	0	List Price
1	BSP1006852-025	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1006852-026	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1006852-027	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1006852-028	Intel X550 Dual Port 10GbE BASE-T & i350 Dual Port 1GbE BASE-T,rNDC	0	0%	0	List Price
1	BSP1006852-029	No Internal Optical Drive for x4 and x8 HDD Chassis	0	0%	0	List Price
1	BSP1006852-030	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1006852-031	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1006852-032	LCD Bezel	0	0%	0	List Price

1	BSP1006852-033	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1006852-034	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1006852-035	Performance BIOS Settings	0	0%	0	List Price
1	BSP1006852-036	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1006852-037	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1006852-038	OpenManage DVD Kit,Poweredge R640	0	0%	0	List Price
1	BSP1006852-039	US Order	0	0%	0	List Price
1	BSP1006852-040	GCP Operations Management	0	0%	0	List Price
1	BSP1006852-041	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1006852-042	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1006852-043	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1006852-044	On-Site Installation Declined	0	0%	0	List Price
1	BSP1006852-045	Std Bios Setting Power Management* - Maximum Performance	0	0%	0	List Price
4	BSP1006852-046	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
7	BSP1006852-047	480GB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive,3 DWPD2628 TBW	0	0%	0	List Price
1	BSP1006852-048	Windows Server 2019 Standard Edition,Add License16CORENO MEDIA/KEY	0	0%	0	List Price
1	BSP1006852-049	5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	0	0%	0	List Price
1	BSP1006852-050	Intel X710 Quad Port 10GbE BASE-T Adapter,PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-051	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-052	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price
Hardware Subtotals:			26,161	10%	23,601	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	

<b>Total Excluding Maintenance</b>	<b>26,161</b>	<b>10%</b>	<b>23,601</b>
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**Maintenance:**

**Bill Cycle Prepay**

Third Party Maintenance - Year1	6,657	6,657
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0

<b>Third Party Maintenance Subtotals</b>	<b>6,657</b>	<b>0%</b>	<b>6,657</b>
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<b>Total Maintenance</b>	<b>6,657</b>	<b>0%</b>	<b>6,657</b>
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<b>Configuration Grand Total</b>	<b>32,817</b>	<b>8%</b>	<b>30,258</b>
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**Configuration: Dell R640 Dev Studio - DR #1 (ID: 959) LOCATION: LMHC SERVER: MIPCDEVL**

**Bill Cycle : Prepay**

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Hardware:</b>						
1	BSP1006852-053	PowerEdge R640 Server	26,161	10%	23,601	List Price
1	BSP1006852-054	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1006852-055	Trusted Platform Module 2.0	0	0%	0	List Price
1	BSP1006852-056	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price

1	BSP1006852-057	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1006852-058	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1006852-059	PowerEdge R640 CE,CCCBIS Marking	0	0%	0	List Price
1	BSP1006852-060	Intel Xeon Gold 5222 3.8G,4C/8T10.4GT/s16.5M CacheTurboHT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-061	Intel Xeon Gold 5222 3.8G,4C/8T10.4GT/s16.5M CacheTurboHT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-062	Additional Processor Selected	0	0%	0	List Price
1	BSP1006852-063	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1006852-064	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-065	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-066	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1006852-067	Performance Optimized	0	0%	0	List Price
1	BSP1006852-068	RAID 5	0	0%	0	List Price
1	BSP1006852-069	PERC H740P RAID Controller,8GB NV CacheMini card	0	0%	0	List Price
1	BSP1006852-070	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1006852-071	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1006852-072	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-073	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-074	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1006852-075	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1006852-076	OpenManage Enterprise Advanced	0	0%	0	List Price
1	BSP1006852-077	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1006852-078	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1006852-079	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1006852-080	Intel X550 Dual Port 10GbE BASE-T & i350 Dual Port 1GbE BASE-T,rNDC	0	0%	0	List Price
1	BSP1006852-081	No Internal Optical Drive for x4 and x8 HDD Chassis	0	0%	0	List Price
1	BSP1006852-082	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1006852-083	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1006852-084	LCD Bezel	0	0%	0	List Price
1	BSP1006852-085	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1006852-086	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1006852-087	Performance BIOS Settings	0	0%	0	List Price
1	BSP1006852-088	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1006852-089	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1006852-090	OpenManage DVD Kit,Poweredge R640	0	0%	0	List Price
1	BSP1006852-091	US Order	0	0%	0	List Price
1	BSP1006852-092	GCP Operations Management	0	0%	0	List Price
1	BSP1006852-093	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1006852-094	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1006852-095	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1006852-096	On-Site Installation Declined	0	0%	0	List Price
1	BSP1006852-097	Std Bios Setting Power Management* - Maximum Performance	0	0%	0	List Price
4	BSP1006852-098	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
7	BSP1006852-099	480GB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive,3 DWPDP2628 TBW	0	0%	0	List Price

1	BSP1006852-100	Windows Server 2019 Standard Edition, Add License 16 CORE NO MEDIA/KEY	0	0%	0	List Price
1	BSP1006852-101	5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	0	0%	0	List Price
1	BSP1006852-102	Intel X710 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-103	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-104	C13 to C14, PDU Style 12 AMP 6.5 Feet (2m) Power Cord North America	0	0%	0	List Price
Hardware Subtotals:			26,161	10%	23,601	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	

Total Excluding Maintenance	26,161	10%	23,601
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#### Maintenance:

#### Bill Cycle Prepay

Third Party Maintenance - Year1	6,657	6,657
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0
Third Party Maintenance Subtotals	6,657	0% 6,657
Total Maintenance	6,657	0% 6,657
Configuration Grand Total	32,817	8% 30,258

Configuration: Dell R640 Dev Studio - DR #2 (ID: 1012) LOCATION: LMHC SERVER: MIPCTEST

#### Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	BSP1006852-105	PowerEdge R640 Server	26,161	10%	23,601	List Price
1	BSP1006852-106	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1006852-107	Trusted Platform Module 2.0	0	0%	0	List Price
1	BSP1006852-108	2.5 Chassis with up to 8 Hard Drives and 3 PCIe slots	0	0%	0	List Price
1	BSP1006852-109	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1006852-110	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1006852-111	PowerEdge R640 CE, CCCBIS Marking	0	0%	0	List Price
1	BSP1006852-112	Intel Xeon Gold 5222 3.8G, 4C/8T 10.4GT/s 16.5M Cache Turbo HT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-113	Intel Xeon Gold 5222 3.8G, 4C/8T 10.4GT/s 16.5M Cache Turbo HT (105W) DDR4-2933	0	0%	0	List Price
1	BSP1006852-114	Additional Processor Selected	0	0%	0	List Price
1	BSP1006852-115	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1006852-116	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-117	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1006852-118	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1006852-119	Performance Optimized	0	0%	0	List Price
1	BSP1006852-120	RAID 5	0	0%	0	List Price
1	BSP1006852-121	PERC H740P RAID Controller, 8GB NV Cache Mini card	0	0%	0	List Price
1	BSP1006852-122	Windows Server 2019 Standard, 16 CORE FINO Med No CAL Multi Language	0	0%	0	List Price

1	BSP1006852-123	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1006852-124	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-125	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1006852-126	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1006852-127	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1006852-128	OpenManage Enterprise Advanced	0	0%	0	List Price
1	BSP1006852-129	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1006852-130	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1006852-131	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1006852-132	Intel X550 Dual Port 10GbE BASE-T & i350 Dual Port 1GbE BASE-T,rNDC	0	0%	0	List Price
1	BSP1006852-133	No Internal Optical Drive for x4 and x8 HDD Chassis	0	0%	0	List Price
1	BSP1006852-134	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1006852-135	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1006852-136	LCD Bezel	0	0%	0	List Price
1	BSP1006852-137	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1006852-138	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1006852-139	Performance BIOS Settings	0	0%	0	List Price
1	BSP1006852-140	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1006852-141	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1006852-142	OpenManage DVD Kit,Poweredge R640	0	0%	0	List Price
1	BSP1006852-143	US Order	0	0%	0	List Price
1	BSP1006852-144	GCP Operations Management	0	0%	0	List Price
1	BSP1006852-145	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1006852-146	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1006852-147	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1006852-148	On-Site Installation Declined	0	0%	0	List Price
1	BSP1006852-149	Std Bios Setting Power Management* - Maximum Performance	0	0%	0	List Price
4	BSP1006852-150	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
7	BSP1006852-151	480GB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive,3 DWPD2628 TBW	0	0%	0	List Price
1	BSP1006852-152	Windows Server 2019 Standard Edition,Add License16CORENO MEDIA/KEY	0	0%	0	List Price
1	BSP1006852-153	5-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	0	0%	0	List Price
1	BSP1006852-154	Intel X710 Quad Port 10GbE BASE-T Adapter,PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-155	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCIe Low Profile	0	0%	0	List Price
2	BSP1006852-156	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price
Hardware Subtotals:			26,161	10%	23,601	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	
Total Excluding Maintenance			26,161	10%	23,601	

**Maintenance:**

**Bill Cycle Prepay**

Third Party Maintenance - Year1	6,657	6,657
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Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0

<b>Third Party Maintenance Subtotals</b>	<b>6,657</b>	<b>0%</b>	<b>6,657</b>
<b>Total Maintenance</b>	<b>6,657</b>	<b>0%</b>	<b>6,657</b>
<b>Configuration Grand Total</b>	<b>32,817</b>	<b>8%</b>	<b>30,258</b>

Configuration: BCA/ECC Server - Prod (ID: 1065) LOCATION: LSHC SERVER:BCA/ECC

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Hardware:</b>						
1	BSP1008505-001	PowerEdge R640 Server	13,593	10%	12,263	List Price
1	BSP1008505-002	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1008505-003	No Trusted Platform Module	0	0%	0	List Price
1	BSP1008505-004	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price
1	BSP1008505-005	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1008505-006	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1008505-007	PowerEdge R640 CE,CCCBIS Marking	0	0%	0	List Price
1	BSP1008505-008	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M	0	0%	0	List Price
1	BSP1008505-009	CacheTurboHT (85W) DDR4-2400 Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M	0	0%	0	List Price
1	BSP1008505-010	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1008505-011	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-012	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-013	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1008505-014	Performance Optimized	0	0%	0	List Price
1	BSP1008505-015	No RAID	0	0%	0	List Price
1	BSP1008505-016	PERC H730P RAID Controller,2GB NV CacheMini card	0	0%	0	List Price
1	BSP1008505-017	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1008505-018	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1008505-019	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-020	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-021	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1008505-022	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1008505-023	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1008505-024	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1008505-025	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1008505-026	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE- T,rNDC	0	0%	0	List Price
1	BSP1008505-027	DVD +/-RW,SATAInternal	0	0%	0	List Price
1	BSP1008505-028	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1008505-029	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1008505-030	Standard Bezel	0	0%	0	List Price
1	BSP1008505-031	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1008505-032	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price

1	BSP1008505-033	Performance BIOS Settings	0	0%	0	List Price
1	BSP1008505-034	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1008505-035	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1008505-036	No Systems Documentation,No OpenManage DVD Kit	0	0%	0	List Price
1	BSP1008505-037	US Order	0	0%	0	List Price
1	BSP1008505-038	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1008505-039	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1008505-040	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1008505-041	On-Site Installation Declined	0	0%	0	List Price
2	BSP1008505-042	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
3	BSP1008505-043	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	0	0%	0	List Price
1	BSP1008505-044	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCIe Low Profile	0	0%	0	List Price
2	BSP1008505-045	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price
Hardware Subtotals:			13,593	10%	12,263	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	

Total Excluding Maintenance	13,593	10%	12,263
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#### Maintenance:

#### Bill Cycle Prepay

Third Party Maintenance - Year1	3,459	3,459
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0
Third Party Maintenance Subtotals	3,459	0% 3,459
Total Maintenance	3,459	0% 3,459
Configuration Grand Total	17,051	8% 15,721

Configuration: BCA/ECC Server - DR (ID: 1111) LOCATION:LMHC SERVER: BCA/ECC

#### Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	BSP1008505-046	PowerEdge R640 Server	13,593	10%	12,263	List Price
1	BSP1008505-047	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1008505-048	No Trusted Platform Module	0	0%	0	List Price
1	BSP1008505-049	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price
1	BSP1008505-050	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1008505-051	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1008505-052	PowerEdge R640 CE,CCCBIS Marking	0	0%	0	List Price
1	BSP1008505-053	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-054	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-055	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1008505-056	Standard 1U Heatsink	0	0%	0	List Price

1	BSP1008505-057	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-058	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1008505-059	Performance Optimized	0	0%	0	List Price
1	BSP1008505-060	No RAID	0	0%	0	List Price
1	BSP1008505-061	PERC H730P RAID Controller,2GB NV CacheMini card	0	0%	0	List Price
1	BSP1008505-062	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1008505-063	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1008505-064	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-065	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-066	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1008505-067	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1008505-068	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1008505-069	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1008505-070	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1008505-071	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE- T,rNDC	0	0%	0	List Price
1	BSP1008505-072	DVD +/-RW,SATAInternal	0	0%	0	List Price
1	BSP1008505-073	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1008505-074	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1008505-075	Standard Bezel	0	0%	0	List Price
1	BSP1008505-076	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1008505-077	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1008505-078	Performance BIOS Settings	0	0%	0	List Price
1	BSP1008505-079	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1008505-080	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1008505-081	No Systems Documentation,No OpenManage DVD Kit	0	0%	0	List Price
1	BSP1008505-082	US Order	0	0%	0	List Price
1	BSP1008505-083	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1008505-084	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1008505-085	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1008505-086	On-Site Installation Declined	0	0%	0	List Price
2	BSP1008505-087	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
3	BSP1008505-088	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	0	0%	0	List Price
1	BSP1008505-089	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCle Low Profile	0	0%	0	List Price
2	BSP1008505-090	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price

<b>Hardware Subtotals:</b>	<b>13,593</b>	<b>10%</b>	<b>12,263</b>
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<b>Installation Subtotals:</b>	<b>0</b>	<b>0%</b>	<b>0</b>
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<b>Delivery Subtotals:</b>	<b>0</b>	<b>0%</b>	<b>0</b>
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<b>Total Excluding Maintenance</b>	<b>13,593</b>	<b>10%</b>	<b>12,263</b>
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#### Maintenance:

#### Bill Cycle Prepay

Third Party Maintenance - Year1	3,459	3,459
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0



Third Party Maintenance Subtotals		3,459	0%	3,459
Total Maintenance		3,459	0%	3,459
Configuration Grand Total		17,051	8%	15,721

Configuration: DSI Dedupe Appliance - Prod (ID: 1157) LOCATION: LSHC

Bill Cycle : Prepay						
Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	DSI540141-D24	Dedupe Appliance up to 24TB	41,108	10%	36,997	
Hardware Subtotals:			41,108	10%	36,997	
Software:						
12	DSI540-C01	1 Unit Required for Each 1TB	29,028	12%	25,545	OTC
1	DSI540-MIP	Midrange IP-Based Replication	6,653	12%	5,855	OTC
1	DSI540-MAG	Midrange VTL Agent	17,466	12%	15,370	OTC
1	DSI704-LLM	Large MCP Robotics LibraryManager 4 YEAR	144,731	12%	127,363	FTP48
1	DSI704-SLM	Small MCP Robotics LibraryManager 4 YEAR	29,237	12%	25,729	FTP48
Software Subtotals:			227,115	12%	199,861	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			22	0%	22	

Total Excluding Maintenance		268,245	12%	236,880
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Maintenance: Bill Cycle Prepay

	Hardware Maintenance - Year1	6,096		6,096
	Hardware Maintenance - Year2	0		0
	Hardware Maintenance - Year3	0		0
	Hardware Maintenance - Year4	0		0
	<b>Hardware Maintenance Subtotals</b>	<b>6,096</b>	<b>0%</b>	<b>6,096</b>
	Third Party Maintenance - Year1	87,960		87,960
	Third Party Maintenance - Year2	0		0
	Third Party Maintenance - Year3	0		0
	Third Party Maintenance - Year4	0		0
	<b>Third Party Maintenance Subtotals</b>	<b>87,960</b>	<b>0%</b>	<b>87,960</b>
	<b>Total Maintenance</b>	<b>94,056</b>	<b>0%</b>	<b>94,056</b>
	<b>Configuration Grand Total</b>	<b>362,301</b>	<b>9%</b>	<b>330,936</b>

Configuration: DSI Dedupe Appliance - DR (ID: 1193) LOCATION: LMHC

Bill Cycle : Prepay						
Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	DSI540141-D24	Dedupe Appliance up to 24TB	41,108	10%	36,997	
Hardware Subtotals:			41,108	10%	36,997	
Software:						
12	DSI540-C01	1 Unit Required for Each 1TB	29,028	12%	25,545	OTC

1	DSI540-MIP	Midrange IP-Based Replication	6,653	12%	5,855	OTC
1	DSI540-MAG	Midrange VTL Agent	17,466	12%	15,370	OTC
1	DSI704-LLM	Large MCP Robotics LibraryManager 4 YEAR	144,731	12%	127,363	FTP48
1	DSI704-SLM	Small MCP Robotics LibraryManager 4 YEAR	29,237	12%	25,729	FTP48
Software Subtotals:			227,115	12%	199,861	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			22	0%	22	

Total Excluding Maintenance			268,245	12%	236,880	
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#### Maintenance:

#### Bill Cycle Prepay

Hardware Maintenance - Year1			6,096		6,096	
Hardware Maintenance - Year2			0		0	
Hardware Maintenance - Year3			0		0	
Hardware Maintenance - Year4			0		0	
Hardware Maintenance Subtotals			6,096	0%	6,096	
Third Party Maintenance - Year1			87,960		87,960	
Third Party Maintenance - Year2			0		0	
Third Party Maintenance - Year3			0		0	
Third Party Maintenance - Year4			0		0	
Third Party Maintenance Subtotals			87,960	0%	87,960	
Total Maintenance			94,056	0%	94,056	
Configuration Grand Total			362,301	9%	330,936	

Configuration: SRS Server - Prod (ID: 1208) LOCATION:LSHC SERVER:SRS

#### Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	BSP1008505-091	PowerEdge R640 Server	13,593	10%	12,263	List Price
1	BSP1008505-092	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1008505-093	No Trusted Platform Module	0	0%	0	List Price
1	BSP1008505-094	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price
1	BSP1008505-095	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1008505-096	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1008505-097	PowerEdge R640 CCC and BIS Marking,No CE Marking	0	0%	0	List Price
1	BSP1008505-098	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-099	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-100	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1008505-101	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-102	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-103	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1008505-104	Performance Optimized	0	0%	0	List Price
1	BSP1008505-105	No RAID	0	0%	0	List Price
1	BSP1008505-106	PERC H730P RAID Controller,2GB NV CacheMini card	0	0%	0	List Price

1	BSP1008505-107	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1008505-108	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1008505-109	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-110	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-111	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1008505-112	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1008505-113	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1008505-114	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1008505-115	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1008505-116	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE- T,rNDC	0	0%	0	List Price
1	BSP1008505-117	DVD +/-RW,SATAInternal	0	0%	0	List Price
1	BSP1008505-118	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1008505-119	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1008505-120	Standard Bezel	0	0%	0	List Price
1	BSP1008505-121	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1008505-122	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1008505-123	Performance BIOS Settings	0	0%	0	List Price
1	BSP1008505-124	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1008505-125	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1008505-126	No Systems Documentation,No OpenManage DVD Kit	0	0%	0	List Price
1	BSP1008505-127	US Order	0	0%	0	List Price
1	BSP1008505-128	Basic Next Business Day 36 Months	0	0%	0	List Price
1	BSP1008505-129	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1008505-130	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1008505-131	On-Site Installation Declined	0	0%	0	List Price
2	BSP1008505-132	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
3	BSP1008505-133	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	0	0%	0	List Price
1	BSP1008505-134	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCIe Low Profile	0	0%	0	List Price
2	BSP1008505-135	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price
Hardware Subtotals:			13,593	10%	12,263	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	
Total Excluding Maintenance			13,593	10%	12,263	
Maintenance:						
			Bill Cycle Prepay			
Third Party Maintenance - Year1			3,459		3,459	
Third Party Maintenance - Year2			0		0	
Third Party Maintenance - Year3			0		0	
Third Party Maintenance - Year4			0		0	
Third Party Maintenance Subtotals			3,459	0%	3,459	
Total Maintenance			3,459	0%	3,459	
Configuration Grand Total			17,051	8%	15,721	

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
<b>Hardware:</b>						
1	BSP1008505-136	PowerEdge R640 Server	13,593	10%	12,263	List Price
1	BSP1008505-137	PowerEdge R640 MLK Motherboard	0	0%	0	List Price
1	BSP1008505-138	No Trusted Platform Module	0	0%	0	List Price
1	BSP1008505-139	2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	0	0%	0	List Price
1	BSP1008505-140	PowerEdge R640 Shipping	0	0%	0	List Price
1	BSP1008505-141	PowerEdge R640 x8 Drive Shipping Material	0	0%	0	List Price
1	BSP1008505-142	PowerEdge R640 CCC and BIS Marking,No CE Marking	0	0%	0	List Price
1	BSP1008505-143	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-144	Intel Xeon Silver 4110 2.1G,8C/16T9.6GT/s11M CacheTurboHT (85W) DDR4-2400	0	0%	0	List Price
1	BSP1008505-145	DIMM Blanks for System with 2 Processors	0	0%	0	List Price
1	BSP1008505-146	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-147	Standard 1U Heatsink	0	0%	0	List Price
1	BSP1008505-148	3200MT/s RDIMMs	0	0%	0	List Price
1	BSP1008505-149	Performance Optimized	0	0%	0	List Price
1	BSP1008505-150	No RAID	0	0%	0	List Price
1	BSP1008505-151	PERC H730P RAID Controller,2GB NV CacheMini card	0	0%	0	List Price
1	BSP1008505-152	Windows Server 2019 Standard,16COREFINo MedNo CALMulti Language	0	0%	0	List Price
1	BSP1008505-153	Windows Server 2019 Standard,16COREDigitally Fulfilled Recovery ImageMulti Language	0	0%	0	List Price
1	BSP1008505-154	Windows Server 2019 Standard,No MediaWS2012R2 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-155	Windows Server 2019 Standard,No MediaWS2016 Std Downgrade DF MediaMulti Language	0	0%	0	List Price
1	BSP1008505-156	Windows Server 2019 Standard,No MediaWS2016 STD Downgrade MediaMulti Language	0	0%	0	List Price
1	BSP1008505-157	iDRAC9,Enterprise	0	0%	0	List Price
1	BSP1008505-158	iDRAC Group Manager,Enabled	0	0%	0	List Price
1	BSP1008505-159	iDRAC,Legacy Password	0	0%	0	List Price
1	BSP1008505-160	Riser Config 2,3x16 LP	0	0%	0	List Price
1	BSP1008505-161	Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE- T,rNDC	0	0%	0	List Price
1	BSP1008505-162	DVD +/-RW,SATAInternal	0	0%	0	List Price
1	BSP1008505-163	8 Standard Fans for R640	0	0%	0	List Price
1	BSP1008505-164	Dual,Hot-plugRedundant Power Supply (1+1)1100W	0	0%	0	List Price
1	BSP1008505-165	Standard Bezel	0	0%	0	List Price
1	BSP1008505-166	Dell EMC Luggage Tag	0	0%	0	List Price
1	BSP1008505-167	Quick Sync 2 (At-the-box mgmt)	0	0%	0	List Price
1	BSP1008505-168	Performance BIOS Settings	0	0%	0	List Price
1	BSP1008505-169	UEFI BIOS Boot Mode with GPT Partition	0	0%	0	List Price
1	BSP1008505-170	ReadyRails Sliding Rails With Cable Management Arm	0	0%	0	List Price
1	BSP1008505-171	No Systems Documentation,No OpenManage DVD Kit	0	0%	0	List Price
1	BSP1008505-172	US Order	0	0%	0	List Price
1	BSP1008505-173	Basic Next Business Day 36 Months	0	0%	0	List Price

1	BSP1008505-174	ProSupport and 4Hr Mission Critical Initial,36 Month(s)	0	0%	0	List Price
1	BSP1008505-175	ProSupport and 4Hr Mission Critical Extension,12 Month(s)	0	0%	0	List Price
1	BSP1008505-176	On-Site Installation Declined	0	0%	0	List Price
2	BSP1008505-177	16GB RDIMM,3200MT/sDual Rank	0	0%	0	List Price
3	BSP1008505-178	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	0	0%	0	List Price
1	BSP1008505-179	Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA,PCIe Low Profile	0	0%	0	List Price
2	BSP1008505-180	C13 to C14,PDU Style12 AMP6.5 Feet (2m) Power CordNorth America	0	0%	0	List Price
Hardware Subtotals:			13,593	10%	12,263	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			0	0%	0	

Total Excluding Maintenance	13,593	10%	12,263
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#### Maintenance:

#### Bill Cycle Prepay

Third Party Maintenance - Year1	3,459	3,459
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0

Third Party Maintenance Subtotals	3,459	0%	3,459
Total Maintenance	3,459	0%	3,459
Configuration Grand Total	17,051	8%	15,721

#### Configuration: Server Accessories - Prod (ID: 1300)

#### Bill Cycle : Annual

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
6	OSM1000-PRC	PWR CORD:IEC320-C13/C14	78	10%	70	
6	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC	402	10%	362	
3	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	750	10%	675	
Hardware Subtotals:			1,230	10%	1,107	
Installation Subtotals:			750	0%	750	
Delivery Subtotals:			100	0%	100	
Total Excluding Maintenance			2,080	6%	1,957	
Configuration Grand Total			2,080	6%	1,957	

#### Configuration: Server Accessories - DR (ID: 1304)

#### Bill Cycle : Annual

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
8	OSM1000-PRC	PWR CORD:IEC320-C13/C14	104	10%	94	

8	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC	536	10%	482
4	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	1,000	10%	900
Hardware Subtotals:			1,640	10%	1,476
Installation Subtotals:			1,000	0%	1,000
Delivery Subtotals:			245	0%	245
Total Excluding Maintenance			2,885	6%	2,721
Configuration Grand Total			2,885	6%	2,721

Configuration: DellEMC PowerMax 2000 - Prod (ID: 1310) LOCATION:LSHC

Bill Cycle : Prepay

Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	PWR328-EH1	PowerMax 2000 PRO DIR	0	0%	0	
1	PWR281-EH1	PowerMax 2000 BASE 1024GB	0	0%	0	
1	PWR352-EH1	PowerMax 2000 HDW COMPRESSION	0	0%	0	
2	PWR206-EH1	PowerMax 2000 FLASH MOD 1600	0	0%	0	
1	PWR518-EZ1	PowerMax 2000 1.92TB SPARE	0	0%	0	
5	VXM109-MOD	SIZER ID DIGIT 9 TRACKING MODEL	0	0%	0	
2	VXM881111-MDL	SIZER ID DIGIT 8 TRACKING MODEL	0	0%	0	
4	VXM881116-MDL	SIZER ID DIGIT 7 TRACKING MODEL	0	0%	0	
2	VXM881113-MDL	SIZER ID DIGIT 6 TRACKING MODEL	0	0%	0	
100	VXM881118-MDL	SIZER ID DIGIT 5 TRACKING MODEL	0	0%	0	
3	VXM881119-MDL	SIZER ID DIGIT 4 TRACKING MODEL	0	0%	0	
2	VXM881117-MDL	SIZER ID DIGIT 3 TRACKING MODEL	0	0%	0	
1	VXM881112-MDL	SIZER ID DIGIT 2 TRACKING MODEL	0	0%	0	
99	VXM881114-MDL	SIZER ID DIGIT 1 TRACKING MODEL	0	0%	0	
2000	PWR89321-DRR	POWERMAX 2/8K DATA REDUCTION RESERVATION	0	0%	0	
1	EHK112013-MOD	HKRY TRACKING MODEL	0	0%	0	
10	VXM100-PRV	OPROVISION FACTOR TRACKING MODEL	0	0%	0	
1	PWR2021-ENC	POWERMAX 2000 DATA REST ENCRYP OS NEW TM	0	0%	0	
1	VXM100-WBL	VMAX VG WORKPROFILE BALANCED	0	0%	0	
1	PWR266-EH1	PowerMax 2000 PB BASE INSTALL KIT	0	0%	0	
2	PWR259-EH1	PowerMax 2000 DIRECT 24 SLT DR ENCL	0	0%	0	
1	PWR246-EH1	PowerMax 2000 SYS BAY1 3D	0	0%	0	
1	PWR289-EH1	PowerMax 2000 SYS BAY1 3D PSNT	0	0%	0	
1	PWR321-EH1	PowerMax 2000 SIDE PANELS	0	0%	0	
1	PWR399-EH1	PowerMax 2000 PRO BASE 1024GB	328,409	26%	243,035	
8	PWR534-EZ1	PowerMax 2000 RAID5(7+1) 1.92TB	0	0%	0	
1	PWR285-EH1	PowerMax 2000 PRO CAPACITY	13,527	26%	10,011	
2	PWR3214-EH2	ADPTR AC 3PH 50A W3-4IN CONDUIT ADPTR	0	0%	0	
1	PWR3215-EH2	PWR CBL HBL-RSTOL 3D	0	0%	0	
1	PWR2022-TRK	EMBEDDED MANAGEMENT POWERMAX 2000 TRK	0	0%	0	
1	PWR287-EH1	PowerMax 2000 8MM 16G FC	13,850	26%	10,250	

4	VXM161616-MOD	VMAX VG 16G FC SRDF PORT TRACKING MODEL	0	0%	0	
1	GTS866-PMX	KEEP YOUR HARD DRIVE FOR ENT POWERMAX	0	0%	0	
Hardware Subtotals:			355,786	26%	263,295	
Software:						
1	PWR458002-275	PowerMax Pro Encryption Product=IC	0	0%	0	OTC
13	PWR458002-223	PowerMax Pro Suite OS 1TB=CC	0	0%	0	OTC
13	PWR450001-645	PowerMax Pro Suite 1TB=CC	0	0%	0	OTC
1	PWR450001-644	PowerMax Pro Suite=IC	0	0%	0	OTC
13	PWR458002-312	SRM for PowerMax PRO=CC	0	0%	0	OTC
13	PWR458002-321	AppSync Advanced PowerMax 2000-PRO=CC	0	0%	0	OTC
1	PWR458002-348	PowerPath for PowerMax Pro=IC	0	0%	0	OTC
Software Subtotals:			0	0%	0	
Installation Subtotals:			0	0%	0	
Delivery Subtotals:			956	0%	956	
Total Excluding Maintenance			356,742	26%	264,251	
Maintenance:			Bill Cycle Prepay			
		Third Party Maintenance - Year1	188,340		118,407	
		Third Party Maintenance - Year2	0		0	
		Third Party Maintenance - Year3	0		0	
		Third Party Maintenance - Year4	0		0	
Third Party Maintenance Subtotals			188,340	37%	118,407	
Total Maintenance			188,340	37%	118,407	
Configuration Grand Total			545,083	30%	382,658	

Configuration: DellEMC PowerMax 2000 - DR (ID: 1401) LOCATION: LMHC

Bill Cycle : Prepay						
Qty	Style	Description	List Price USD	Discount %	Net Price USD	Price Type
Hardware:						
1	PWR328-EH1	PowerMax 2000 PRO DIR	0	0%	0	
1	PWR281-EH1	PowerMax 2000 BASE 1024GB	0	0%	0	
1	PWR352-EH1	PowerMax 2000 HDW COMPRESSION	0	0%	0	
2	PWR206-EH1	PowerMax 2000 FLASH MOD 1600	0	0%	0	
1	PWR518-EZ1	PowerMax 2000 1.92TB SPARE	0	0%	0	
5	VXM109-MOD	SIZER ID DIGIT 9 TRACKING MODEL	0	0%	0	
2	VXM881111-MDL	SIZER ID DIGIT 8 TRACKING MODEL	0	0%	0	
4	VXM881116-MDL	SIZER ID DIGIT 7 TRACKING MODEL	0	0%	0	
2	VXM881113-MDL	SIZER ID DIGIT 6 TRACKING MODEL	0	0%	0	
100	VXM881118-MDL	SIZER ID DIGIT 5 TRACKING MODEL	0	0%	0	
3	VXM881119-MDL	SIZER ID DIGIT 4 TRACKING MODEL	0	0%	0	
2	VXM881117-MDL	SIZER ID DIGIT 3 TRACKING MODEL	0	0%	0	
1	VXM881112-MDL	SIZER ID DIGIT 2 TRACKING MODEL	0	0%	0	
99	VXM881114-MDL	SIZER ID DIGIT 1 TRACKING MODEL	0	0%	0	
2000	PWR89321-DRR	POWERMAX 2/8K DATA REDUCTION RESERVATION	0	0%	0	

1	EHK112013-MOD	HKRY TRACKING MODEL	0	0%	0
10	VXM100-PRV	OPROVISION FACTOR TRACKING MODEL	0	0%	0
1	PWR2021-ENC	POWERMAX 2000 DATA REST ENCRYPT OS NEW TM	0	0%	0
1	VXM100-WBL	VMAX VG WORKPROFILE BALANCED	0	0%	0
1	PWR266-EH1	PowerMax 2000 PB BASE INSTALL KIT	0	0%	0
2	PWR259-EH1	PowerMax 2000 DIRECT 24 SLT DR ENCL	0	0%	0
1	PWR246-EH1	PowerMax 2000 SYS BAY1 3D	0	0%	0
1	PWR289-EH1	PowerMax 2000 SYS BAY1 3D PSNT	0	0%	0
1	PWR321-EH1	PowerMax 2000 SIDE PANELS	0	0%	0
1	PWR399-EH1	PowerMax 2000 PRO BASE 1024GB	328,409	26%	243,035
8	PWR534-EZ1	PowerMax 2000 RAID5(7+1) 1.92TB	0	0%	0
1	PWR285-EH1	PowerMax 2000 PRO CAPACITY	13,527	26%	10,011
2	PWR3214-EH2	ADPTR AC 3PH 50A W3-4IN CONDUIT ADPTR	0	0%	0
1	PWR3215-EH2	PWR CBL HBL-RSTOL 3D	0	0%	0
1	PWR2022-TRK	EMBEDDED MANAGEMENT POWERMAX 2000 TRK	0	0%	0
1	PWR287-EH1	PowerMax 2000 8MM 16G FC	13,850	26%	10,250
4	VXM161616-MOD	VMAX VG 16G FC SRDF PORT TRACKING MODEL	0	0%	0
1	GTS866-PMX	KEEP YOUR HARD DRIVE FOR ENT POWERMAX	0	0%	0

<b>Hardware Subtotals:</b>	<b>355,786</b>	<b>26%</b>	<b>263,295</b>
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**Software:**

1	PWR458002-275	PowerMax Pro Encryption Product=IC	0	0%	0	OTC
13	PWR458002-223	PowerMax Pro Suite OS 1TB=CC	0	0%	0	OTC
13	PWR450001-645	PowerMax Pro Suite 1TB=CC	0	0%	0	OTC
1	PWR450001-644	PowerMax Pro Suite=IC	0	0%	0	OTC
13	PWR458002-312	SRM for PowerMax PRO=CC	0	0%	0	OTC
13	PWR458002-321	AppSync Advanced PowerMax 2000-PRO=CC	0	0%	0	OTC
1	PWR458002-348	PowerPath for PowerMax Pro=IC	0	0%	0	OTC

<b>Software Subtotals:</b>	<b>0</b>	<b>0%</b>	<b>0</b>
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<b>Installation Subtotals:</b>	<b>0</b>	<b>0%</b>	<b>0</b>
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<b>Delivery Subtotals:</b>	<b>956</b>	<b>0%</b>	<b>956</b>
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<b>Total Excluding Maintenance</b>	<b>356,742</b>	<b>26%</b>	<b>264,251</b>
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**Maintenance:**

**Bill Cycle Prepay**

Third Party Maintenance - Year1	188,340	118,407
Third Party Maintenance - Year2	0	0
Third Party Maintenance - Year3	0	0
Third Party Maintenance - Year4	0	0

<b>Third Party Maintenance Subtotals</b>	<b>188,340</b>	<b>37%</b>	<b>118,407</b>
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<b>Total Maintenance</b>	<b>188,340</b>	<b>37%</b>	<b>118,407</b>
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<b>Configuration Grand Total</b>	<b>545,083</b>	<b>30%</b>	<b>382,658</b>
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<b>Opportunity Grand Total</b>	<b>1,986,389</b>	<b>20%</b>	<b>1,585,524</b>
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**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 **071B2200257**

<b>CONTRACTOR</b>	UNISYS CORPORATION	<b>STATE</b>	<b>Program Manager</b>	Mark Wagner	DTMB
	578 Shelbourne Drive			517-898-4084	
	Rochester Hills, MI 48309		<b>Contract Administrator</b>	WagnerM2@michigan.gov	
	Meredith Hughes			Jordan Sherlock	DTMB
	(248) 805-5014				
	meredith.hughes@unisys.com			sherlockj@michigan.gov	
	CV0018747				

CONTRACT SUMMARY							
UNISYS							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
August 1, 2012	July 31, 2015	2 - 1 Year	July 31, 2022				
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2022			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$36,091,785.99	\$23,600.00	\$36,115,385.99					
DESCRIPTION							
Effective April 6th 2020, this contract is hereby increased by \$23,600 for MDOS use. The attached statement of work is also being incorporated into the contract.							
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.							



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

<b>Project Title:</b> MDOS RBM Check Volume License	<b>Period of Coverage:</b>
<b>Requesting Department:</b> MDOS Renewal By Mail	<b>Date:</b> 3/10/2020
<b>Agency Project Manager:</b> Jackie Venton	<b>Phone:</b> 517-230-9691
<b>DTMB Project Manager:</b> John Cally	<b>Phone:</b> 517 256-8518

**BACKGROUND:**

The Michigan Department of State provides renewal notices for vehicle registrations, driver licenses, personal identification cards, snowmobiles and watercrafts. These renewal notices serve as a reminder as well as instructions for customers to renew their products. The Unisys' Remittance and Lockbox (R&L) application facilitates the renewal of these products when received by mail.

**PROJECT OBJECTIVE:**

Unisys Corporation (Unisys) will increase the license for reading the check amounts to an annual volume of 2 Million from the current volume of 1.1 Million.

**TASKS:**

Technical support is required to assist with the following tasks:

**License Installation**

VR4-A2iA CheckReader license will be upgraded to an annual volume of 2 Million checks. This license upgrade will be performed on the "CAR PC" (where the current VR4-A2iA license is installed) located in the MDOS RBM room.

**MDOS RESPONSIBILITIES:**

MDOS will sign the Acceptance Document and forward it to the Unisys Project Coordinator to indicate acceptance of specific deliverables provided herein. MDOS will notify Unisys of any material deficiencies in such deliverable within five (5) business days of delivery. The deliverables will be deemed accepted by MDOS if MDOS fails to provide any such notice within this time period.

**UNISYS RESPONSIBILITIES:**

Unisys will upgrade the VR4-A2iA CheckReader license on MDOS's site once the PO is received. Unisys will provide maintenance and support according to the terms and conditions stated in the Contract.

**DELIVERABLES:**

Unisys will perform the following Information Services during the implementation process:

Upgrade the VR4-A2iA CheckReader license to an annual volume of 2 Million. The CheckReader is the engine that reads the check amounts.

**ACCEPTANCE CRITERIA:**

MDOS will sign the Acceptance Document and forward it to the Unisys Project Coordinator to indicate acceptance of specific deliverables provided herein. MDOS will notify Unisys of any material deficiencies in such deliverable within five (5) business days of delivery. The deliverables will be deemed accepted by MDOS if MDOS fails to provide any such notice within this time period.

**PAYMENT SCHEDULE:**

Payment will be made on a satisfactory acceptance of each deliverable basis. \$15,500 upon completion of services according to Table 1 and an annual support fee of \$2,700. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

Item number	Licensors	Product ID	Description	Quantity	One time charge
		A2iA CheckReader	CAR/LAR for 2M images 2M images per year for 3 years	1	\$13,500.00
		A2iA E-Key	One time fee for E-Key	1	\$2,000.00
					<b>Total</b>
					<b>\$ \$15,500.00</b>

**Table 1**

**EXPENSES:**

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

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

Consultants will work in Lansing, Michigan, or remotely, if permitted by the Agency Project Manager.

**EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

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

No overtime will be permitted.

**This purchase order is a release from Contract Number 071B2200257. This purchase order, statement of work, and the terms and conditions of Contract Number 071B2200257 constitute the entire agreement between the State and the Contractor.**



# MICHIGAN ENTERPRISE PROCUREMENT

## Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B2200257**

<b>CONTRACTOR</b>	UNISYS CORPORATION	<b>STATE</b>	Program Manager	Novello Richard	DTMB-IT
	578 Shelbourne Drive			517-241-4449	
	Rochester Hills, MI 48309		Contract Administrator	novellod@michigan.gov	
	Meredith Hughes			Jarrold Barron	DTMB
	(248) 805-5014			(517) 284-7045	
	meredith.hughes@unisys.com			barronj1@michigan.gov	
	*****7840				

CONTRACT SUMMARY				
UNISYS MAINFRAME				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 1, 2012	July 31, 2015	2 - 1 Year	July 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 years	July 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,009,884.41	\$13,081,901.58	\$36,091,785.99		
DESCRIPTION				
Effective 6/13/2017, this contract is extended 5 years beyond initial option years pursuant to MPPM 5.7.6 (revised expiration date of 7/31/2022) and funding is added to cover the costs associated with the attached statement of work and documentation related to (1) the 5-year refresh of the system, (2) staffing resource renewals and (3) support and maintenance for the current hardware and software. In addition to the extension stated above, the parties add 5 more potential option years (which, if are all later exercised, could result in an expiration date up to 7/31/2027). All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 6/13/2017.				

## COST SUMMARY AND INVOICE TIMING

ITEM	5-YEAR COST	INVOICE TIMING
System Refresh	\$9,522,643.00	Upon the effective date of this Change Notice.
Staffing Resources	\$3,135,294.00	At the beginning of each new contract year. Rates shown are "not to exceed" rates. Amount billable to be based on actual rate quoted below the "not to exceed" threshold for the specific resources the state requests for a given contract year.
Maintenance and support for current hardware and software	\$3,582,653.60	At the beginning of each new contract year. Amount billable to be based on which hardware and software renewals the state requests for a given contract year.
<b>TOTAL</b>	<b>\$16,240,590.60</b>	

See statement of work and associated documentation below for detailed cost information.

April 30, 2017

Mr. Mark Wagner  
Data Center Operations  
State of Michigan  
515 Westshire Drive  
Lansing, MI 48909

Mark:

Thank you for the opportunity to provide the State of Michigan with a price quotation for the Unisys ClearPath Forward solution to replace and refresh the Unisys solution at both Traverse Bay Hosting Center (TBHC) and Lake Superior Hosting Center (LSHC), along with pricing to extend support services of various Unisys products installed through out the State of Michigan and pricing for services Unisys either currently delivers or is capable of delivering to the State of Michigan.

The ClearPath Forward solution will not only provide an alternative to the State of Michigan when evaluating the relocation of technology from the TBHC to SWITCH, but also a refresh of the Unisys solution at the LSHC to keep both sites in sync with each other. Additionally, the ClearPath Forward solution will provide an integrated alternative for other agency servers that might be relocated from TBHC or other agencies wanting to consolidate into a secure ClearPath Forward architecture.

**A.** The attached **"State of Michigan Libra Systems Technology Refresh - 5 Year Prepaid Term - Quote ID 166742"** consists of the Unisys ClearPath Forward hardware and software technologies, as well as EMC VMAX storage technologies and DSI Virtual Tape technologies for both TBHC / SWITCH and LSHC as well as the Support Services and Professional Implementation Services.

The pricing is based upon a June 30, 2017 purchase order from the State of Michigan to Unisys. The pricing was calculated using unused software and maintenance credits on the currently installed Libra 890 solutions installed at TBHC and LSHC as of June 30, 2017. The assumptions that have gone into this price are:

- 1) Pricing is valid as a total five (5) year package price.
- 2) Pricing is valid through June 30, 2017.
- 3) P.O. and State of Michigan approved Unisys contract extension must be received by Unisys on or before June 30, 2017.
- 4) Unisys can ship the products as soon as available following receipt of P.O. and State of Michigan approved Unisys contract extension.
- 5) The entire amount of either the five (5) year package will be paid to Unisys either directly by the State of Michigan or a State of Michigan selected and approved third party, on or before June 30, 2017.
- 6) Should the June 30, 2017 date not be met, the policy credits and discounts will be revisited and revised pricing presented to the State of Michigan.

**B.** The pricing summary to extend Unisys services personnel is summarized in the attached **"Unisys Rate Table - 071B2200257 Extension - 7/1/2017 through 6/30/2022"**.

**C.** The pricing to extend support services is summarized in the attached **"Unisys Support Services for Currently Installed Hardware and/or Software"** document.

We look forward to discussing each configuration in further detail and working towards State of Michigan approval and an implementation plan by June 30, 2017.

These prices are not a contract nor an offer to contract. By your receipt of the three separate quotes in bold above, you are not obligated to make an offer to Unisys to buy any products or services. Unisys may accept or reject any offer you may choose to make. Any order you may place for the three quotes will be governed solely by our existing agreement identified by the Unisys contract # 071B2200257. Please include a specific reference in the State's purchase order to the three attachments in this pdf, namely (i) State of Michigan Libra Systems Technology Refresh - 5 Year Prepaid Term - Quote ID 166742, (ii) Unisys Rate Table - 071B2200257 Extension - 7/1/2017 through 6/30/2022 and (iii) Unisys Support Services for Currently Installed Hardware and/or Software. Unisys expressly rejects any additional or modified terms and conditions to the contract, including any additional or different terms of any offer you may make or purchase order you may place, unless expressly agreed to in a writing signed by an authorized representative of Unisys.

If you have any questions, please ask. I will give any inquiry my immediate attention.

Sincerely,

A handwritten signature in black ink that reads "Meredith J. Hughes". The signature is written in a cursive style with a large, stylized 'M' and 'H'.

Meredith Hughes  
Account Executive

Attachments

30-Apr-17

**State of Michigan Libra Systems Technology Refresh - 5 Year Prepaid Term - Quote ID 166742**

MIPS 10,500 1,260 11,760

Description	New L6490 (5 Year) - Total 11,760 MIPS					
	L6490 Prod	BCA SW	L6490 DR	VMAX 250	DSI VTL 4.0	Total
Hardware Installation	19,973		21,073		1,200	42,246
Maintenance	1,928,004	86,315	317,252	497,040	395,558	3,224,169
Hardware	393,096		436,473	903,620	177,552	1,910,741
Software Licenses	5,817,215	152,436	763,972	0	636,570	7,370,193
Subscription	1,203,097	10,685	107,977		0	1,321,759
Implementation Services	182,091	28,120	102,575	129,206	26,000	467,992
<b>Subtotal List</b>	<b>\$ 9,543,476</b>	<b>\$ 277,556</b>	<b>\$ 1,749,322</b>	<b>\$ 1,529,866</b>	<b>\$ 1,236,880</b>	<b>14,337,100</b>
Policy Credits	1,769,059		311,493	\$ -	\$ 96,658	2,177,210
Discounts	1,330,769	24,132	145,273	924,440	219,348	2,643,962
<b>Subtotal</b>	<b>\$ 6,443,648</b>	<b>\$ 253,424</b>	<b>\$ 1,292,556</b>	<b>\$ 605,426</b>	<b>\$ 920,874</b>	<b>\$ 9,515,928</b>
Estimated Shipping	2,295		2,621	1,493	306	6,715
<b>Total</b>	<b>6,445,943</b>	<b>253,424</b>	<b>1,295,177</b>	<b>606,919</b>	<b>921,180</b>	<b>\$ 9,522,643</b>

**Note:**

1- The policy credits and discounts are based upon a June 30, 2017 date.



## State of Michigan Libra Systems Technology Refresh - 5 Year Prepaid Term - Quote ID 166742

For purposes of this "State of Michigan Libra Systems Technology Refresh - 5 Year Prepaid Term - Quote ID 166742 ("Quote"), the parties acknowledge and agree to the following;

1. The installation, maintenance, hardware, software, SSUs and services included in this Quote are provided in accordance with the terms and conditions of Contract No. 071B2200257 between the State of Michigan and Unisys Corporation, and the documents referenced below which are hereby incorporated by reference into Contract No. 071B2200257.
2. The hardware included in this Quote is also subject to the terms and conditions of the Unisys Equipment Sale Schedule (form number 4305 4931).
3. The software included in this Quote is also subject to the terms and conditions of the Unisys Software License Schedule (form number 4305 4933).
4. The SSUs included in this Quote are also subject to the terms and conditions of the Unisys MCP Metered Software Schedule (form number 4305 7942).
5. The maintenance included in this Quote is also subject to the terms and conditions of the Unisys Support Services Schedule (form number 4305 4942).
6. The services included in this Quote are also subject to the terms and conditions of the twenty-seven (27) page Statement of Work for Unisys Libra 6490 ClearPath Forward Installation and Implementation Services prepared for the State of Michigan by Unisys Corporation (dated April 30, 2017).

Libra 6490 - LSHC, 7064 Crowner Drive, Diamondale, MI 48821 (ID: 378212)

Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
Installation Charges:			19,973	19,973	19,973	
Maintenance:						
Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years						
Year 1			359,500	341,524	341,524	
Year 2			392,126	372,518	372,518	
Year 3			392,126	372,518	372,518	
Year 4			392,126	372,518	372,518	
Year 5			392,126	372,518	372,518	
Maintenance Subtotal			1,928,004		1,831,596	96,408

## Hardware :

1	LIB6490	ClearPath Forward Libra 6490 System	250,000	200,000	200,000	50,000
1	CPF600020-HA	ClearPath Forward MCP Infrastructure Pkg	0	0	0	
1	CPF24180-ISP	ClearPath Forward Infrastructure 24-port LAN, 18-port IB	21,640	17,312	17,312	4,328
1	CPF24180-ERP	ClearPath Forward Infrastructure Redundant 24-port LAN, 18-port IB	16,980	13,584	13,584	3,396
1	FWD1002-CBL	Forward! EPP 2 Meter Infrastructure Cable Kit	322	258	258	64
6	CPF5610031-CBL	ClearPath Forward Fabric 3M Cable	840	112	672	168
1	CPL10112-ABN	Libra Fabric Integration in Main cabinet	2,500	2,000	2,000	500
1	CPF1000-FMP	ClearPath Forward FMP Server Package	5,525	4,420	4,420	1,105
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,210	5,768	5,768	1,442
4	CF48-GB	CPF Quad port 8Gb Fiber Channel HBA	11,200	2,240	8,960	2,240
4	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	2,768	554	2,216	552
1	CPF22030-AEP	ClearPath Forward: Add-on EPP Package 2-socket 20 core 128GB	23,200	18,560	18,560	4,640
12	CPF323-MEM	ClearPath Forward: 32GB Memory Upgrade Option for EPP	9,504	634	7,608	1,896
3	ETH41-GB	Fabric Quad port 1Gb Copper Ethernet NIC	2,076	554	1,662	414
3	FC48-GB	Fabric Quad port 8Gb Fiber Channel HBA	6,105	1,628	4,884	1,221
2	CPF30010-HDD	ClearPath Forward Hard Disk 300GB 10K	502	201	402	100
2	RMW23-LCM	ClearPath ePortal Business for MCP	16,420	6,568	13,136	3,284
28	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	1,932	55	1,540	392
28	CBL17104-10	Cable: 10M Fiber OM4 10GbE 50/125 LC-LC	1,960	56	1,568	392
8	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	2,000	200	1,600	400
1	KVM9083101-SWC	SWITCH:8 Port CAT5-PS/2 KVM	1,300	1,040	1,040	260
1	ES70003-SUI	RCK:KBRD/MOUSE/MON/SHELF	1,902	1,522	1,522	380
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,210	5,768	5,768	1,442
Hardware Subtotal			393,096		314,480	78,616

## Software :

2	CFS400-FFM	Fwd Fabric Mgt Platform SW 4.0	0	0 OTC	0	
1	ECH20011-CH	Fwd Call Home	0	0 OTC	0	
1	CFS4002-ISP	Fwd Infrastructure SW - 2 Socket Initial Server 4.0	14,981	13,033 OTC	13,033	1,948
1	WND2016016-STD	Windows Server 2016 STD OEM 16-core English DVD	1,000	870 OTC	870	130
32	WND2016002-STD	Windows Server 2016 STD OEM 2-Core Add'l License Key	4,000	109 OTC	3,488	512
1	CFS3100-WSE	TRG: Windows SE load for FMP/EPP	0	0 OTC	0	
1	CS104-WB	ePortal Business	8,816	7,670 ETP60	7,670	1,146
1	WND2016101-DGK	Windows Server 2016 STD Downgrade Kit	100	87 OTC	87	13
1	CS104-WB	ePortal Business	8,816	7,670 ETP60	7,670	1,146
1	CS10-AJP	App Int Svcs Jprocessor	9,000	7,830 ETP60	7,830	1,170
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0 ETP60	0	
75	UOR16490-PPU	UOE/IE 1 MIP Pre-Paid (75 MIPS per month)	2,337,600	24,934 ETP60	1,870,050	467,550
1	UOR16490-PPV	UOE/IE 100 MIPS Pre-Paid (100 MIPS per month)	3,116,769	2,493,415 ETP60	2,493,415	623,354
1	UOL16490-PPC	Enabler Ceiling Pre-Paid	0	0 ETP60	0	
1	UOE16490-C1	UOE Companion Pkg	0	0 ETP60	0	
1	UOE16490-MED	UOE Media	0	0 ETP60	0	
1	ECH10-CH	Call Home Service CS MCP	0	0 ETP60	0	
1	CS10-END	IOE Encryption Opt US	0	0 ETP60	0	
1	UOP1090-DBM	dbaTOOLS Monitor	27,552	23,970 ETP60	23,970	3,582
1	UOP1090-DB1	dbaTOOLS Analyzer	20,948	18,225 ETP60	18,225	2,723
1	DEL11000-ELB	MCP Developer Studio Ent Lic Level B Base - 50 named users	223,023	194,030 ETP60	194,030	28,993
10	DEL11011-ALB	MCP Developer Studio Ent Lic Level B 1 addl named user	44,610	3,881 ETP60	38,810	5,800
1	DEM11000-DST	MCP Developer Studio Media	0	0 ETP60	0	
1	ECH10-CH	Call Home Service CS MCP	0	0 ETP60	0	
1	CS10-END	IOE Encryption Opt US	0	0 ETP60	0	
Software Subtotal			5,817,215		4,679,148	1,138,067

## SSU :

75	UOU16490-PPU	SSU Scrn 1 MIP Pre-Paid (75 MIPS per month)	477,975	6,373 ETP60	477,975
1	UOU16490-PPV	SSU Scrn 100 MIPS Pre-Paid (100 MIPS per month)	637,302	637,302 ETP60	637,302
1	UOU1090-DBM	Subscrn:dbaTOOLS Monitor	20,665	20,665 ETP60	20,665
1	UOU1090-DB1	Subscrn:dbaTOOLS Analyzer	14,965	14,965 ETP60	14,965
10	DEU11001-ALB	SSU Scrn MCP Developer Studio Ent Lic Level B 1 addl named user	8,700	870 ETP60	8,700
1	DEU11000-ELB	SSU Scrn MCP Developer Studio Enterprise Level - 50 named users	43,490	43,490 ETP60	43,490

## SSU Subtotal

1,203,097

1,203,097

## Services :

1	LIB1-EPS	Libra ePortal Introduction and Orientation Services	30,098	25,583	25,583	4,515
1	LIB10003-NIS	Libra 6490 Comprehensive Implementation Service w/HA	40,620	34,527	34,527	6,093
1	CPL100101-SRV	Implementation Srvc CP Fabric for Forward	13,075	11,114	11,114	1,961
1	GTS5100-EDU	Product Support Site Training	0	0	0	
2	STO92107-INS	PS: VMCP Storage Attach Implementation Service	6,380	2,712	5,424	956
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Project Management)	16,730	16,730	16,730	
3	DSI1000-IMU	Services Implementation Services - 1 day	10,500	3,500	10,500	
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Performance studies)	37,000	37,000	37,000	
1	GE1000-CMP	Bronze/Silver Comprehensive Implementation Services	27,688	23,535	23,535	4,153

## Services Subtotal

182,091

164,413

17,678

## Unused Software Credit as of June 30, 2017

-1,049,080

## Unused SSU Credit as of June 30, 2017

-144,065

## Configuration Total

9,543,476

7,019,562

2,523,914

Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
<b>Installation Charges:</b>			<b>21,073</b>	21,073	<b>21,073</b>	
<b>Maintenance:</b>						
<b>Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years</b>						
Year 1			34,576	33,884	33,884	
Year 2			70,669	69,257	69,257	
Year 3			70,669	69,257	69,257	
Year 4			70,669	69,257	69,257	
Year 5			70,669	69,257	69,257	
<b>Maintenance Subtotal</b>			<b>317,252</b>		<b>310,912</b>	<b>6,340</b>
<b>Hardware :</b>						
1	LIB6490	ClearPath Forward Libra 6490 System	250,000	200,000	200,000	50,000
1	CPF600020-HA	ClearPath Forward MCP Infrastructure Pkg,	0	0	0	
1	CPF24180-ISP	ClearPath Forward Infrastructure 24-port LAN, 18-port IB	21,640	17,312	17,312	4,328
1	CPF24180-ERP	ClearPath Forward Infrastructure Redundant 24-port LAN, 18-port IB	16,980	13,584	13,584	3,396
1	FWD1002-CBL	Forward! EPP 2 Meter Infrastructure Cable Kit	322	258	258	64
6	CPF5610031-CBL	ClearPath Forward Fabric 3M Cable	840	112	672	168
1	CPL10112-ABN	Libra Fabric Integration in Main cabinet	2,500	2,000	2,000	500
1	CPF1000-FMP	ClearPath Forward FMP Server Package	5,525	4,420	4,420	1,105
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,210	5,768	5,768	1,442
4	CFC48-GB	CPF Quad port 8Gb Fiber Channel HBA	11,200	2,240	8,960	2,240
4	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	2,768	554	2,216	552
1	CPF22030-AEP	ClearPath Forward: Add-on EPP Package 2-socket 20 core 128GB	23,200	18,560	18,560	4,640
12	CPF323-MEM	ClearPath Forward: 32GB Memory Upgrade Option for EPP	9,504	634	7,608	1,896
3	ETH41-GB	Fabric Quad port 1Gb Copper Ethernet NIC	2,076	554	1,662	414
3	FC48-GB	Fabric Quad port 8Gb Fiber Channel HBA	6,105	1,628	4,884	1,221
2	CPF30010-HDD	ClearPath Forward Hard Disk 300GB 10K	502	201	402	100
1	CPF22030-AEP	ClearPath Forward: Add-on EPP Package 2-socket 20 core 128GB	23,200	18,560	18,560	4,640
12	CPF323-MEM	ClearPath Forward: 32GB Memory Upgrade Option for EPP	9,504	634	7,608	1,896
3	ETH41-GB	Fabric Quad port 1Gb Copper Ethernet NIC	2,076	554	1,662	414
3	FC48-GB	Fabric Quad port 8Gb Fiber Channel HBA	6,105	1,628	4,884	1,221
1	FWD1002-CBL	Forward! EPP 2 Meter Infrastructure Cable Kit	322	258	258	64
2	CPF30010-HDD	ClearPath Forward Hard Disk 300GB 10K	502	201	402	100
2	RMW23-LCM	ClearPath ePortal Business for MCP	16,420	6,568	13,136	3,284
40	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	2,760	55	2,200	560
40	CBL17104-10	Cable: 10M Fiber OM4 10GbE 50/125 LC-LC	2,800	56	2,240	560
8	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	2,000	200	1,600	400
1	KVM9083101-SWC	SWITCH:8 Port CAT5-PS/2 KVM	1,300	1,040	1,040	260
1	ES70003-SUI	RCK:KBRD/MOUSE/MON/SHELF	1,902	1,522	1,522	380
1	CPF4220-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	7,210	5,768	5,768	1,442
<b>Hardware Subtotal</b>			<b>436,473</b>		<b>349,186</b>	<b>87,287</b>
<b>Software :</b>						
2	CFS400-FFM	Fwd Fabric Mgt Platform SW 4.0	0	0 <i>OTC</i>	0	
1	ECH20011-CH	Fwd Call Home	0	0 <i>OTC</i>	0	
1	CFS4002-ISP	Fwd Infrastructure SW - 2 Socket Initial Server 4.0	14,981	13,033 <i>OTC</i>	13,033	1,948
1	WND2016016-STD	Windows Server 2016 STD OEM 16-core DVD	1,000	870 <i>OTC</i>	870	130
32	WND2016002-STD	Windows Server 2016 STD OEM 2-Core Add'l License Key	4,000	109 <i>OTC</i>	3,488	512
1	CFS3100-WSE	TRG: Windows SE load for FMP/EPP	0	0 <i>OTC</i>	0	
1	ECH20011-CH	Fwd Call Home	0	0 <i>OTC</i>	0	
1	CFS4002-AEP	Fwd Infrastructure SW - 2 Socket Add-On Server 4.0	8,738	7,602 <i>OTC</i>	7,602	1,136
1	WND2016016-STD	Windows Server 2016 STD OEM 16-core DVD	1,000	870 <i>OTC</i>	870	130
32	WND2016002-STD	Windows Server 2016 STD OEM 2-Core Add'l License Key	4,000	109 <i>OTC</i>	3,488	512
1	CFS3100-WSE	TRG: Windows SE load for FMP/EPP	0	0 <i>OTC</i>	0	
1	CS104-WB	ePortal Business	8,816	7,670 <i>ETP60</i>	7,670	1,146
1	WND2016101-DGK	Windows Server 2016 STD Downgrade Kit	100	87 <i>OTC</i>	87	13
1	CS104-WB	ePortal Business	8,816	7,670 <i>ETP60</i>	7,670	1,146
1	CS10-AJP	App Int Svcs Jprocessor	9,000	7,830 <i>ETP60</i>	7,830	1,170
1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0 <i>ETP60</i>	0	
75	BCR16490-BCU	BC UOE/IE 1 MIP-Month BC Pre-Paid (75 MIPS per year for DR, plus 33 test MIPS per year)	116,850	1,558 <i>ETP60</i>	116,850	
1	BCR16490-BCV	BC UOE/IE 100 MIP-Months BC Pre-Paid (100 MIPS per year for DR, plus 44 test MIPS per year)	155,838	155,838 <i>ETP60</i>	155,838	
1	BCL16490-PPC	BC Enabler Ceiling Pre-Paid	0	0 <i>ETP60</i>	0	
1	UOE16490-C1	UOE Companion Pkg	0	0 <i>ETP60</i>	0	
1	UOE16490-MED	UOE Media	0	0 <i>ETP60</i>	0	
1	ECH10-CH	Call Home Service CS MCP	0	0 <i>ETP60</i>	0	
1	CS10-END	IOE Encryption Opt US	0	0 <i>ETP60</i>	0	
1	DEL11000-ELB	MCP Developer Studio Ent Lic Level B Base - 50 named users	223,023	194,030 <i>ETP60</i>	194,030	28,993
10	DEL11011-ALB	MCP Developer Studio Ent Lic Level B 1 add'l named user	44,610	3,881 <i>ETP60</i>	38,810	5,800
1	DEM11000-DST	MCP Developer Studio Media - s-Par	0	0 <i>ETP60</i>	0	
1	ECH10-CH	Call Home Service CS MCP	0	0 <i>ETP60</i>	0	
1	CS10-END	IOE Encryption Opt US	0	0 <i>ETP60</i>	0	
300	*CER378213-001	Test keys	163,200	544 <i>ETP60</i>	163,200	
<b>Software Subtotal</b>			<b>763,972</b>		<b>721,336</b>	<b>42,636</b>

SSU :

75	BCU16490-BCU	SSU Scrn BC 1 MIP-Month BC Pre-Paid (75 MIPS per year)	23,925	319 ETP60	23,925	
1	BCU16490-BCV	SSU Scrn BC 100 MIP-Months BC Pre-Paid (100 MIPS per year)	31,862	31,862 ETP60	31,862	
10	DEU11001-ALB	SSU Scrn MCP Developer Studio Ent Lic Level B 1 addl named user	8,700	870 ETP60	8,700	
1	DEU11000-ELB	SSU Scrn MCP Developer Studio Enterprise Level - 50 names users	43,490	43,490 ETP60	43,490	
SSU Subtotal			107,977		107,977	
Services :						
1	LIB10003-NIS	Libra 6490 Comprehensive Implementation Service w/HA	40,620	34,527	34,527	6,093
1	GTS5100-EDU	Product Support Site Training	0	0	0	
1	CPL100101-SRV	Implementation Srvc CP Fabric for Forward BSP	13,075	11,114	11,114	1,961
2	STO92107-INS	PS: VMCP Storage Attach Implementation Service	6,380	2,712	5,424	956
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Project Management)	32,000	32,000	32,000	
3	DSI1000-IMU	Services Implementation Services - 1 day	10,500	3,500	10,500	
Services Subtotal			102,575		93,565	9,010
Unused Software Credit as of June 30, 2017					-223,266	
Unused SSU Credit as of June 30, 2017					-49,627	
Configuration Total			1,749,322		1,331,156	418,166

Business Continuity Accelerator (BCA) - LSHC, 7064 Crowner Drive, Diamondale, MI 48821 (ID: 378278)  
and SWITCH, 601 East Paris Avenue, Grand Rapids, MI 48316

Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
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Maintenance:

Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years

Year 1	17,263	16,400	16,400	
Year 2	17,263	16,400	16,400	
Year 3	17,263	16,400	16,400	
Year 4	17,263	16,400	16,400	
Year 5	17,263	16,400	16,400	
Maintenance Subtotal		86,315	82,000	4,315

Software :

1	CS10-OS9	Ops Sentinel Add-On Pkg	0	0 ETP60	0	
1	BCR16390-WBC	Warm BC UOE/IE 10 MIPS Per Month	54,794	47,671 ETP60	47,671	7,123
1	UOP1090-BC	BC Accelerator Runtime	48,821	42,474 ETP60	42,474	6,347
1	UOP1090-BC	BC Accelerator Runtime	48,821	42,474 ETP60	42,474	6,347
Software Subtotal			152,436		132,619	19,817

SSU :

1	BCU16390-WBC	SSU Scrn Warm BC 10 MIPS Per Month	10,685	10,685 ETP60	10,685	
SSU Subtotal			10,685		10,685	

Services :

1	IS7-IMP	IMPLEMENTATION PROF. SVC (BCA Implementation)	28,120	28,120	28,120	
Services Subtotal			28,120		28,120	
Configuration Total			277,556		253,424	24,132

VMAX250FX - LSHC, 7064 Crownner Drive, Diamonddale, MI 48821 (ID: 372797)						
Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
Maintenance:						
Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years						
	Year 1		49,704	16,899	16,899	
	Year 2		49,704	16,899	16,899	
	Year 3		49,704	16,899	16,899	
	Year 4		49,704	16,899	16,899	
	Year 5		49,704	16,899	16,899	
Maintenance Subtotal			248,520		84,495	164,025
Hardware :						
1	VXM100-WBL	VMAX VG WORKPROFILE BALANCED	0	0	0	
2000	VXM140062-FLH	VMAX AF FBA COMP FCTR	0	0	0	
8	VXM250203-RAD	VMAX 250 RAID5(3+1) 1920GB	0	0	0	
1	VXM250858-MOD	VMAX 250 1920GB FLASH SPARE	0	0	0	
1	VXM250096-HDW	VMAX 250F HDW COMPRESSION	0	0	0	
1	VXM250143-DIR	VMAX 250F 8MM 16G FC	5,400	1,836	1,836	3,564
2	VXM250080-MOD	VMAX 250F FLASH MOD 800	0	0	0	
2	VXM250112-NCL	VMAX 250 DIRECT 25 SLT DR ENCL 3RD PARTY	0	0	0	
1	VXM250190-DIR	VMAX 250 DIR FX	0	0	0	
1	VXM250186-ADD	VMAX 250FX VBRCK BASE 512GB	446,410	151,779	151,779	294,631
1	VXM250221-PTY	VMAX 250F SYS BAY1 3D 3RD PARTY PSNT	0	0	0	
1	VXM250207-BSE	VMAX 250 DELL BASE 512GB 3RD PARTY	0	0	0	
1	VXM250052-ENC	VMAX 250 DATA AT REST ENCRYPT OS NEW TM	0	0	0	
1	INS10001-SRS	EMC INSTALL ESRs Trigger	0	0	0	
Hardware Subtotal			451,810		153,615	298,195
Software :						
1	VXM599116-EMD	EMBEDDED MANAGEMENT VMAX 250 TRACKING	0	0 OTC	0	
1	VXM450552-BSE	VMAX FLASH FX POWERPATH PRODUCT=IC	0	0 OTC	0	
1	VXM458001-520	VMAX FLASH VIPR CONTROLLER ENABLER=IC	0	0 OTC	0	
1	VXM450001-208	VMAX FLASH FX SUITE BASE=IC	0	0 OTC	0	
11	VXM450001-207	VMAX FLASH FX SUITE ENABLER 1TB=CC	0	0 OTC	0	
11	VXM458001-516	VMAX FLASH FX SUITE OS 1TB=CC	0	0 OTC	0	
11	VXM458001-691	APPSYNC STR PK FOR VMAX FX SUITE =CC	0	0 OTC	0	
1	SYM458001-777	VIPR SRM LIC ENABLE VMAX=IC	0	0 OTC	0	
Software Subtotal			0		0	
Services :						
1	STO92010-INS	PS: Base MCP Storage Implementation Service	11,465	11,465	11,465	
1	VXM300-REL	VMAX Racking Essentials	2,900	2,900	2,900	
1	VXM100-INS	VMAX Installation	4,440	4,440	4,440	
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Storage Implementation)	90,061	90,061	90,061	
2	INS1000-CS	PS: CS DATA ERASURE	13,000	6,500	13,000	
Services Subtotal			121,866		121,866	
Configuration Total			822,196		359,976	462,220

VMAX250FX - SWITCH, 601 East Paris Avenue, Grand Rapids, MI 48316 (ID: 372798)						
Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
Maintenance:						
Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years						
	Year 1		49,704	16,899	16,899	
	Year 2		49,704	16,899	16,899	
	Year 3		49,704	16,899	16,899	
	Year 4		49,704	16,899	16,899	
	Year 5		49,704	16,899	16,899	
Maintenance Subtotal			248,520		84,495	164,025
Hardware :						
1	VXM100-WBL	VMAX VG WORKPROFILE BALANCED	0	0	0	
2000	VXM140062-FLH	VMAX AF FBA COMP FCTR	0	0	0	
8	VXM250203-RAD	VMAX 250 RAID5(3+1) 1920GB	0	0	0	
1	VXM250858-MOD	VMAX 250 1920GB FLASH SPARE	0	0	0	
1	VXM250096-HDW	VMAX 250F HDW COMPRESSION	0	0	0	
1	VXM250143-DIR	VMAX 250F 8MM 16G FC	5,400	1,836	1,836	3,564
2	VXM250080-MOD	VMAX 250F FLASH MOD 800	0	0	0	
2	VXM250112-NCL	VMAX 250 DIRECT 25 SLT DR ENCL 3RD PARTY	0	0	0	
1	VXM250190-DIR	VMAX 250 DIR FX	0	0	0	
1	VXM250186-ADD	VMAX 250FX VBRCK BASE 512GB	446,410	151,779	151,779	294,631
1	VXM250221-PTY	VMAX 250F SYS BAY1 3D 3RD PARTY PSNT	0	0	0	
1	VXM250207-BSE	VMAX 250 DELL BASE 512GB 3RD PARTY	0	0	0	
1	VXM250052-ENC	VMAX 250 DATA AT REST ENCRYPT OS NEW TM	0	0	0	
1	INS10001-SRS	EMC INSTALL ESRs Trigger	0	0	0	
HardwareSubtotal			451,810		153,615	298,195
Software :						
1	VXM599116-EMD	EMBEDDED MANAGEMENT VMAX 250 TRACKING	0	0 OTC	0	
1	VXM450552-BSE	VMAX FLASH FX POWERPATH PRODUCT=IC	0	0 OTC	0	
1	VXM458001-520	VMAX FLASH VIPR CONTROLLER ENABLER=IC	0	0 OTC	0	
1	VXM450001-208	VMAX FLASH FX SUITE BASE=IC	0	0 OTC	0	
11	VXM450001-207	VMAX FLASH FX SUITE ENABLER 1TB=CC	0	0 OTC	0	
11	VXM458001-516	VMAX FLASH FX SUITE OS 1TB=CC	0	0 OTC	0	
11	VXM458001-691	APPSYNC STR PK FOR VMAX FX SUITE =CC	0	0 OTC	0	
1	SYM458001-777	VIPR SRM LIC ENABLE VMAX=IC	0	0 OTC	0	
SoftwareSubtotal			0		0	
Services :						
1	VXM300-REL	VMAX Racking Essentials	2,900	2,900	2,900	
1	VXM100-INS	VMAX Installation	4,440	4,440	4,440	
Services Subtotal			7,340		7,340	
Configuration Total			707,670		245,450	462,220

DSI VTL 4.0 - LSHC, 7064 Crowner Drive, Diamondale, MI 48821 (ID: 372743)						
Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
Installation Charges:			600	600	600	
Maintenance:						
Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years						
	Year 1		119,331	114,803	114,803	
	Year 2		19,474	18,639	18,639	
	Year 3		19,474	18,639	18,639	
	Year 4		19,750	18,894	18,894	
	Year 5		19,750	18,894	18,894	
Maintenance Subtotal			197,779		189,869	7,910
Hardware :						
1	DSI400141-MEM	Midrange VTL 4.0 16TB With Data At Rest Encryption	45,233	33,925	33,925	11,308
1	DSI400141-SEM	Midrange SAS Storage Module 16TB With Data At Rest Encryption	43,543	32,657	32,657	10,886
Hardware Subtotal			88,776		66,582	22,194
Software :						
1	DSI400-MIP	Midrange IP-Based Replication	6,121	4,591 <i>OTC</i>	4,591	1,530
1	DSI400-MAG	Midrange VTL Agent	17,466	13,100 <i>OTC</i>	13,100	4,366
1	*BSP372743-001	LIC - BL/LIB Site license 5 YEAR	141,735	106,301 <i>OTC</i>	106,301	35,434
1	DSI70775-LLM	LIC - Large MCP Robotics LibraryManager Site license 5 YEAR	118,161	88,621 <i>FTP60</i>	88,621	29,540
1	DSI705-SLM	Small MCP Robotics LibraryManager 5 YEAR	34,802	26,102 <i>FTP60</i>	26,102	8,700
Software Subtotal			318,285		238,715	79,570
Services :						
3	DSI1000-IMU	Services Implementation Services - 1 day	10,500	3,500	10,500	
1	DSI1000-TAE	Services Travel and Expenses USA - Per Site Visit	2,500	2,500	2,500	
Services Subtotal			13,000		13,000	
Third Party Maintenance:						
1	DSI40075-MAG	24x7 5yr SW Support for DSI400-MAG	0	0	0	
1	DSI40075-MIP	24x7 5yr SW Support for DSI400-MIP	0	0	0	
1	DSI40075-MEM	24x7 5yr SW Support for DSI400141-MEM	0	0	0	
1	DSI40075-SEM	24x7 5yr SW Support for DSI400141-SEM	0	0	0	
1	DSI705775-LLM	24x7 5 year SW Support for DSI70775-LLM	0	0	0	
1	DSI70575-SLM	24x7 5yr SW support for DSI705-SLM	0	0	0	
Third Party Maintenance Subtotal			0		0	
Unused Software Credit as of June 30, 2017					-48,329	
Configuration Total			618,440		460,437	158,003

DSI VTL 4.0 - SWITCH, 601 East Paris Avenue, Grand Rapids, MI 48316 (ID: 372745)						
Qty	Style	Description	Extended List Price USD	Unit Price USD	Extended Price USD	Discount Amount
Installation Charges:			600	600	600	
Maintenance:						
Maintenance Level (HW and SW) : 24x7 4 Hour Response for 5 years						
Year 1			119,331	114,803	114,803	
Year 2			19,474	18,639	18,639	
Year 3			19,474	18,639	18,639	
Year 4			19,750	18,894	18,894	
Year 5			19,750	18,894	18,894	
Maintenance Subtotal			197,779		189,869	7,910
Hardware :						
1	DSI400141-MEM	Midrange VTL 4.0 16TB With Data At Rest Encryption	45,233	33,925	33,925	11,308
1	DSI400141-SEM	Midrange SAS Storage Module 16TB With Data At Rest Encryption	43,543	32,657	32,657	10,886
Hardware Subtotal			88,776		66,582	22,194
Software :						
1	DSI400-MIP	Midrange IP-Based Replication	6,121	4,591 <i>OTC</i>	4,591	1,530
1	DSI400-MAG	Midrange VTL Agent	17,466	13,100 <i>OTC</i>	13,100	4,366
1	*BSP372745-001	LIC - BL/LIB Site license 5 YEAR	141,735	106,301 <i>OTC</i>	106,301	35,434
1	DSI70775-LLM	LIC - Large MCP Robotics LibraryManager Site license 5 YEAR	118,161	88,621 <i>FTP60</i>	88,621	29,540
1	DSI705-SLM	Small MCP Robotics LibraryManager 5 YEAR	34,802	26,102 <i>FTP60</i>	26,102	8,700
Software Subtotal			318,285		238,715	79,570
Services :						
3	DSI1000-IMU	Services Implementation Services - 1 day	10,500	3,500	10,500	
1	DSI1000-TAE	Services Travel and Expenses USA - Per Site Visit	2,500	2,500	2,500	
Services Subtotal			13,000		13,000	
Third Party Maintenance :						
1	DSI40075-MAG	24x7 5yr SW Support for DSI400-MAG	0	0	0	
1	DSI40075-MIP	24x7 5yr SW Support for DSI400-MIP	0	0	0	
1	DSI40075-MEM	24x7 5yr SW Support for DSI400141-MEM	0	0	0	
1	DSI40075-SEM	24x7 5yr SW Support for DSI400141-SEM	0	0	0	
1	DSI705775-LLM	24x7 5 year SW Support for DSI70775-LLM	0	0	0	
1	DSI70575-SLM	24x7 5yr SW support for DSI705-SLM	0	0	0	
Third Party Maintenance Subtotal			0		0	
Unused Software Credit as of June 30, 2017					-48,329	
Configuration Total			618,440		460,437	158,003

Proposal Total	14,337,100	10,130,442	4,206,658
Maintenance Credits as of June 30, 2017		-614,515	
Grand Total with Credits as of June 30, 2017	14,337,100	9,515,927	4,821,173
Estimated Local Delivery Charge		6,715	
Total with Delivery		9,522,642	

## Additional Terms and Conditions

071B220257

Client name and address

Date

State of Michigan, Department of Technology Management and Budget

April 30, 2017

Unisys and Client hereby amend the above referenced Agreement by adding the following terms and conditions, consisting of: paragraphs 1 through 3, on pages 1 through 1.

- 1- These added terms and conditions will apply only to the Hardware, Software (metered and non metered), Support Service and Services ordered under the attached Quote 166742 dated April 30, 2017, and not to any other order for Hardware, Software, Support Services and/or Services unless specifically agreed upon in that written order.
- 2- Client is ordering two (2) ClearPath Libra 6490 systems, EMC VMAX storage and DSI Virtual Tape, comprised of those components listed in the attached Quote 166742 (the "New Systems"), Software, MIPS, Subscription, Implementation Services and Maintenance Support Services for the New Systems as reflected in the attached Quote 166742. The New Systems are intended to replace Client's three (3) currently installed ClearPath Libra 890 systems ("Existing Systems") EMC disk and DSI tape. These terms assume that Client places an Order on or before June 30, 2017 so that the New Systems can be shipped to the Client on or before June 30, 2017.
- 3- In consideration for Client placing an Order with Unisys on or before June 30, 2017 and payment of the total purchase price for the New Systems Equipment, Software, MIPS, Subscription, Implementation Services and associated Maintenance Support Services detailed in the attached Quote 166742 according to the Agreement, and in consideration for Client's business requirements to continue to use the Existing Systems during the transition/cut over from the Existing Systems to the New Systems, Unisys agrees that Client may continue to use each of the Existing Systems according to the existing license terms and Unisys will continue to provide the contracted Support Services on the Existing Systems according to the Agreement until the earlier of (i) the date the Existing Systems are de-installed or (ii) September 30, 2017 (the "Transition Date"), subject to the following additional terms:
  - a. Unisys prices for the New Systems are inclusive of any and all credits that Unisys agreed to provide to Client for the upgrade of its Existing Systems, including those in the Additional Terms and Conditions dated 7/31/2014 to that Order dated 18/28/2014 (the "2014 Existing Systems Renewal Order"), pursuant to which Client last renewed its licenses and support for the Existing Systems. No other credits apply.
  - b. Effective upon shipment of the associated software license key for the metered Software for the New Systems listed on the attached Quote 166742:
    - (i) Notwithstanding any contrary terms in the 2014 Existing Systems Renewal Order, the MIPS Balance for the MCP metered Software for the Existing Systems will deplete to zero, and
    - (ii) The prepaid Metered Usage right for the stated amount of processing power, expressed in terms of MIPS as provided for in the attached Quote 166742, may be used during the Term of Usage on (i) the Existing Systems and (ii) the New Systems acquired hereunder, subject to Client's available MIPS Balance and the terms of the attached MCP Metered Software Schedule.
  - c. If Client needs to continue to use the Existing Systems beyond September 30, 2017, Client agrees: (i) it must submit an Order to extend the licenses and support services for the Existing Systems on or before September 15, 2017, (ii) that an extension will only be permitted through December 31, 2017, and (iii) as a condition for such extension, if exercised, Client must pay additional license fees and support services charges for continued use of the Existing Systems at a rate of \$24,748.72 per month.



Equipment Location

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Warranty	Qty	Unit Purchase Price	Client Installable	Installation Charge	Total purchase price
							Page: Install Charge	Page: Purchase Price
							Total Install Charge	Total purchase price
							Other	
							Grand total	
							Less Down Pymt	
							Total amount due	

**Call-Home Option Pricing** - Pricing for certain Unisys servers reflect a discount for enablement of the call-home feature for warranty service. For those servers designated as being furnished with the call-home feature, Client acknowledges and agrees that failure by Client to enable the call-home feature may result in additional charges to Client.

For purposes of this Schedule:

"PPM" means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday, excluding Unisys designated holidays;

"Installation Date" means (a) for equipment installed by Unisys, the date Unisys completes installation or (b) for equipment installed by Client, the tenth day following shipment to Client, and

"Support Center Services" is assistance provided by electronic or voice communication during the PPM on operating the Equipment, identifying errors or malfunctions and advising on known detours, and determining the need for on-call remedial service. During non-PPM hours, it will consist of expediting response to network down and system emergencies. Some non Unisys products are not included in this service.

Service Warranty

Unisys provides a Service Warranty for equipment designated A, B, C, D, H or P in the Warranty column. Support Center Services are included in the Service Warranty for the Client Installable equipment for ninety (90) days from the Installation Date. The Service Warranty also includes Mail-In Service, Equipment On-Call Remedial Maintenance or parts exchange according to the following descriptions:

a) For equipment designated "A" that is within 50 miles (80 kilometers in Canada) of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within four (4) hours provided the request is received no later than four (4) hours prior to the end of the PPM (4 hour response).

b) For equipment designated "A" that is more than 50 miles (80 kilometers in Canada) from the center of the nearest Unisys Primary Service City and for equipment designated "B", Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).

c) For equipment designated "C", Unisys will make every reasonable effort to respond to on-site service requests two (2) business days from the call placement during the PPM (Second Day Service).

d) For equipment designated "D", each unit shipped or brought to the Unisys designated location at Client expense and risk will be repaired or exchanged by Unisys within seven (7) business days after receipt (Mail-In Service).

e) For equipment designated "H" that is within 50 miles (80 kilometers in Canada) of the center of a Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service within four (4) hours. For equipment designated "H" that is more than 50 miles (80 kilometers in Canada) from the center of the nearest Unisys Primary Service City, Unisys will make every reasonable effort to respond to requests for on-site service received during a PPM no later than the next PPM (Next Business Day Service).

f) For equipment designated "P", Unisys will provide, on an exchange basis, replacements for defective parts provided that Client complies with Unisys or Unisys supplier's then current exchange policies and instructions for obtaining and installing replacement parts and returning failed parts.

The number immediately following the A, B, C, D, H or P designation identifies the number of months, following the Installation Date, that the Service Warranty will be performed.



# Software License Schedule

Agreement Number

Equipment Location

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Qty	Warranty	License Plan	License Charge	Initial License Charge	Installation Charge

License Plan

1. The initial license term (and the corresponding charges for licenses) will begin upon Unisys Shipment or Client's download of the Software or Software key. Temporary backup use of Software may require Client to purchase additional enabled performance for the backup SPU.
2. Software licenses for which Unisys charges either an **Annual License Charge (ALC)** or a **Monthly License Charge (MLC)** will continue on a month-to-month basis and the ALC will renew annually until the license is terminated or canceled in accordance with the Termination and Cancellation section in this Agreement.

Page: Purchase Price		Page: Install Charge
Total purchase price		Total Install Charge
Grand total		

3. For certain licenses, Unisys may charge an **Initial License Charge** which includes the first monthly or annual license charge.
4. **Extended Term Plan (ETP):** Software licenses for which Unisys charges a single fee may have a 12 to 84 month extended term. Upon expiration of the extended term, the license will be automatically continued on a month-to-month basis for a Monthly License Charge, unless terminated in accordance with the Termination and Cancellation section of this Agreement, or Client may pay another ETP fee for an additional extended term, if available.
5. **Fixed Term Plan (FTP):** Software licenses for which Unisys charges a single fee may have a 12 to 84 month fixed term. Upon expiration of the fixed term, the license will not automatically renew notwithstanding any conflicting terms in the Agreement; and will end unless the license is extended by Unisys acceptance of an Order from Client to purchase an additional FTP license, if available.
6. **One Time Charge (OTC):** Client may use the Software for so long as Client continues to use the Software on the equipment, include SPU(s), for which it was licensed in accordance with the Agreement.
7. Software that has no license charge listed on this Schedule will have a license term that is coterminous with Client's possession and use of the equipment on which the Software is installed.

\* Software designated **Subscription ("SUBSCRN")** entitles Client to receive functional update releases for the Software during the subscription term, provided Client has a current license and the latest applicable Maintenance Releases for the Software. Software designated **License Only ("LO")** is provided without media or documentation; Client may make (a) one copy of the item for each LO license granted by Unisys, and (b) one copy for backup purposes, with each copy retaining all original notices and legends. Software designated **Driver** is for use solely with the device models specified in the driver's then-current published specification; a separate license is required for each individual addressable device.

UNISYS SHALL HAVE NO LIABILITY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION BASED SOLELY ON OPEN SOURCE SOFTWARE OR THIRD PARTY SOFTWARE CONTAINED IN ANY UNISYS PRODUCT.

List of Products Applicable to this Agreement

Currency: USD

Item No.	Style	Description	Term of Usage (In Months)	Business Continuity MIPS Balance	Usage Charge	Initial MIPS Balance	Initial License Charge
						Page Initial license charge	
						Total Initial license charge	

Metering Terms and Conditions

The software style(s) listed above provide metered usage rights ("Metered Usage") for the described software.

**Pre-Paid Metered Usage**

For Metered Usage designated as "Pre-Paid," Client will initially receive the stated amount of processing power capability, expressed in terms of MIPS (Millions Instructions Per Second) usage ("MIPS Balance"). The MIPS Balance will be available to Client upon shipment of the associated software key, and will be decremented based upon Client's Metered Processing Power Usage (as described below). Unisys will transmit to Client a monthly statement reflecting Client's MIPS usage for the preceding month and current MIPS Balance. Client will have ninety (90) days from the end of the Term of Usage to deplete any remaining MIPS Balance. Fees paid for any MIPS balance or associated support are non-refundable. Upon the earlier of (a) the close of the applicable Term of Usage or (b) the depletion of the MIPS Balance to zero (0), Client's Pre-Paid usage will convert to month-to-month term Billable Usage (as described below) with a zero (0) Baseline (as defined below), at Unisys then-current MIPS usage fees. Unused MIPS Balances are not transferable. Limited use of this software style with a backup machine is permitted as described below in the section titled "Backup Usage."

Billable Metered Usage

For Metered Usage designated as "Billable Usage," Unisys will provide Client a metering key with a minimum ("Baseline") and maximum ("Ceiling") level of processing power as defined by the Image Enabler style(s), expressed in terms of monthly MIPS usage. The Baseline requires a separate license schedule and license fee. To the extent Client's Metered Processing Power Usage (as described below) exceeds the Baseline, Client agrees to pay Unisys a monthly MIPS usage fee for this excess processing power (not to exceed the Ceiling), which will be invoiced by Unisys monthly in arrears, based upon the pricing tiers set forth above. After the initial year of the Term of Usage, the MIPS metered usage pricing is subject to change once every twelve (12) months upon ninety (90) days prior written notice to Client, provided such increase shall not be in excess of five percent (5%) over the rates then in-effect. At the close of the applicable Term of Usage, Client's Billable Usage will continue on a month-to-month term with a zero (0) Baseline, at Unisys then-current MIPS usage fees. Use of this software style with a backup machine is described below in the section titled "Backup Usage."

Metered Processing Power Usage

The processing power delivered is the result of overall system use, and is expressed as monthly MIPS usage calculated as follows: (a) each minute that the machine is operational during the month, the total number of seconds that all processors in each partition are busy is measured; (b) the Step (a) measurement is converted into the number of "busy processors"

by dividing by sixty (60) seconds; (c) the processing power delivered by the number of busy processors calculated in step (b) is determined using an algorithm that accounts for the non-linear relationship between processing power and the number of processors in a multi-processor system; (d) the total processing power delivered by the number of busy processors for the sampling interval is multiplied by sixty (60) seconds (the length of sampling interval) to yield the processing power (in relative performance measurement ("RPM") x seconds) delivered for the sampling interval; (e) the processing power for the current sampling interval is recorded and accumulated for the current reporting period; (f) at the end of the reporting period, the accumulated recorded processing power is converted from RPM x seconds to monthly RPMs by dividing by the number of seconds in a "standard month" (365.25 days / 12 = 30.4375 days = 2,629,800 seconds), rounding the result to the nearest integer (this calculation normalizes the monthly processing power over the same time period for each monthly report); and (g) Monthly RPMs are converted to monthly MIPS by dividing by 24.3, and rounding to the nearest integer.

Backup Usage

The following describe the various options available to Clients that own one or more other ClearPath systems and wish to use one as a backup machine for a metered ClearPath system:

(a) Non-Metered Disaster Recovery for Pre-Paid Metered Usage . In the event of a disaster (unplanned outage), Client may transfer the operating system software license, temporarily, for use on a single, non-metered backup system at a fixed performance level equal to Client's average Pre-Paid Metered Usage run-rate (Initial MIPS balance / ETP term). In order to obtain full use of this performance level, Client may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system's enabled performance capacity. Client agrees to remove the operating system software from the back-up machine promptly after the temporary use.

(b) Non-Metered Disaster Recovery for Billable Metered Usage . In the event of a disaster (unplanned outage), Client may temporarily transfer its operating system software license to a single, non-metered back-up system at a fixed performance level equal to Client's Baseline. In order to obtain full use of this performance level, Client may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system's enabled performance capacity. Client agrees to remove the operating system software from the back-up machine promptly after the temporary use.

(c) Purchased Business Continuity MIPS. Business Continuity MIPS ("BC MIPS") grant Client a means to ensure production processing continuity in the event of a planned or

unplanned outage of its metered ClearPath system ("Outage"). The amount of BC MIPS, if purchased by Client is listed above ("BC MIPS Balance"). The BC MIPS Balance includes twelve (12) days of free test MIPS for each year of the ETP term (a day of MIPS is computed by dividing the Initial MIPS balance by the Term of Usage and dividing this quotient by 30). In the event of an Outage, Client may, up to the amount of its BC MIPS Balance, continue its production processing on a backup metered ClearPath system ("BC System"). The BC MIPS balance will be decremented based upon Client's Metered Processing Power Usage on the BC System. Each BC MIPS Balance is available for use only during the Term of Usage for the associated Metered Usage software style. Unused BC MIPS Balances are not transferable.

#### **Additional Terms**

Metering Software. Metered Processing Power Usage is measured and recorded through the use of a software-based measuring tool ("Metering Software") that is licensed to Client by Unisys. Client shall not alter, disable or otherwise circumvent the Metering Software, system counters and log files embedded in its system. The Metering Software shall be configured to automatically send usage reports to Unisys via email on the first day of each month (based on universal time). In the event of a system console failure or any other event that causes a usage report not to be automatically sent to Unisys, Client shall, upon request, manually send such usage report to Unisys.

Approximated Metered Usage in Event of Disaster. If, in the event of a disaster, the Metering Software is unable to complete a usage report for a given month, Client's Metered Processing Power Usage for that month will be the average of Client's monthly MIPS usage for the prior three (3) months of reported usage. Where the Metering Software is able to report usage for only a portion of a given month, MIPS usage for the omitted period will be computed as follows and added to the reported usage to determine Client's Metered System Usage for the month: (a) Client's reported monthly MIPS usage for the prior three (3) months will be summed and divided by 91.3125 (365.25 days / 12 x 3 = 91.3125 days) to arrive at Client's average daily MIPS usage; (b) the value determined in step (a) will be multiplied by the number of unreported days for the incomplete month's report (partially reported days will be approximated in quarter-day intervals).



# Support Services Schedule

Agreement Number

Equipment Location

Bill To Location

Service Level

- (1) Mail In  
(2) Advanced Exchange  
(3) Standard NBD  
(4) Standard 4HR  
(5) Business Critical 4HR  
(6) Business Critical 2HR

Contact / Telephone Number

Contact / Telephone Number

Email Address

Email Address

Initial Term

Coterminous Ending

Annual rate increase cap

Billing Period

Commencement Date

## List of Products Applicable to this Agreement

Currency: USD

Level	Style	Serial Number	Description	Qty	Monthly Service Warranty Upgrade			Monthly Support Services	
					Period	Unit Charge	Total Charge	Unit Charge	Total Charge

Total Prepaid Value:0.00

Page: Upgrade Charges

Page: Monthly Charges

Total Upgrade Charges

Total Monthly Charges

Other

Other

Upgrade Grand Total

Grand total

### Charges

If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing (i) for the initial Order for Support Services for the equipment on the latest of the date the equipment is shipped by Unisys or Unisys accepts an Order for Support Services, and (ii) for renewals and extensions, on the anniversary of the Commencement Date of the initial Order for Support Services under (i) above. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge."

4305 4942-006 (2/12)

**Statement of Work for:**

Unisys Libra 6490 ClearPath Forward Installation and Implementation Services

**Prepared for:**

State of Michigan

**Prepared by:**

Unisys Corporation

**Sunday, April 30,  
2017**

# Table of Contents

Introduction.....	5
Client Details .....	6
Production site (LSHC) .....	6
Disaster Recovery (DR) site (SWITCH) .....	6
Preface.....	7
Tasks and Deliverables .....	8
Project Management .....	8
Implementation Planning .....	8
Performance Snapshot Study's.....	9
Overview .....	9
Performance Measurement Tools.....	9
Performance Snapshot Service - Deliverables: .....	9
Clear Path Storage Design .....	10
Overview .....	10
Scope.....	10
Deliverables .....	10
Storage Implementation .....	11
Overview .....	11
Scope Summary .....	11
Project Scope .....	11
Services.....	11
Site: LSHC (Lansing, MI).....	11
Site: SWITCH (Grand Rapids, MI) .....	13
Implementation for Native MCP .....	15
ClearPath Fabric for Forward ESP Implementation Service .....	16
Overview .....	16
MCP Developers Studio Implementation Service .....	17
Overview .....	17
ePortal Introduction and Orientation.....	18
Overview .....	18
Scope and Deliverables.....	18
Business Continuity Accelerator Introduction and Configuration.....	19
Overview .....	19
Scope and Deliverables.....	19
Product Support Site Training .....	20
Overview .....	20
Scope and Deliverables.....	20
Assumption and Dependencies.....	20
Post Implementation Support .....	20
Performance Snapshot Study's.....	21
Overview .....	21

---

Performance Measurement Tools .....	21
Performance Snapshot Service - Deliverables: .....	21
Assumptions and Dependencies .....	22
General Assumptions .....	22
Client Responsibilities .....	22
Exclusions .....	23
Client Participation .....	24
Change Control .....	24
Project Fees and Payment Schedule .....	25
Exhibit A - Change Request Form .....	26
Exhibit B - Certification of Completion .....	27



## Unisys Proprietary Notice

This SOW is presented State of Michigan (Client) by Unisys Corporation (Unisys) and any award, purchase order, or contract resulting is subject to the terms and conditions contained in the parties' Master Agreement for Products and Services (Agreement # 071B2200257) into which this document is incorporated.

This entire Statement of Work (SOW) is considered confidential. In consideration of receipt of this document, the recipient agrees not to reproduce or make any portion of this document available in any manner except to its employees for the purpose of securing an order for the Unisys services described in this document.

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## Introduction

Client has requested that Unisys provide this SOW for the installation and implementation services as detailed within the SOW. The services will be performed by a blend of personnel from Unisys and its sub-contractors. Unisys will be responsible for the work output from these organizations, and, as such, will be the primary interface with Client's staff. Throughout this document Unisys and the sub-contractors will be referenced as the Unisys Team.

This document outlines the detailed scope and high-level tasks as well as both the Client and the Unisys Team resources required to complete this effort.

Unisys Styles which are referenced in the Supplemental Schedule Order and associated with this SOW include:

### **Libra Production:**

Quantity	Style	Description
1	LIB10003-NIS	Libra 6x00/8290 Comprehensive Implementation Service w/HA
1	GTS5100-EDU	Product Support Site Training
1	CPL100101-SRV	Implementation Srvc CP Fabric for Forward BSP
2	STO92107-INS	PS: VMCP Storage Attach Implementation Service
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Project Management)
1	DSI1000-IMU	Services Implementation Services - 1 day
1	IS7-IMP	IMPLEMENTATION PROF. (Performance studies)
1	GE1000-CMP	Bronze/Silver Comprehensive Implementation Services
1	LIB1-EPS	Libra ePortal Intro and Orientation Services (Dev studio)

### **VMAX 250FX:**

Quantity	Style	Description
1	STO92010-INS	PS: Base MCP Storage Implementation Service
1	VXM300-REL	VMAX Racking Essentials
1	VXM100-INS	VMAX Installation
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Storage Implementation)
1	INS1000-CS	PS: CS DATA ERASURE

### **DSI Midrange VTL 4.0:**

Quantity	Style	Description
3	DSI1000-IMU	Services Implementation Services - 1 day
1	DSI1000-TAE	Services travel and expenses USA-per site visit

### **BCA Software:**

Quantity	Style	Description
1	IS7-IMP	IMPLEMENTATION PROF. SVC (BCA Implementation)

**Libra Disaster Recover (DR):**

Quantity	Style	Description
1	LIB10003-NIS	Libra 6x00/8290 Comprehensive Implementation Service w/HA
1	GTS5100-EDU	Product Support Site Training
1	CPL100101-SRV	Implementation Srvc CP Fabric for Forward BSP
2	STO92107-INS	PS: VMCP Storage Attach Implementation Service
1	IS7-IMP	IMPLEMENTATION PROF. SVC (Project Management)
1	IS7-IMP	IMPLEMENTATION PROF. SVC (BCA)
1	GE1000-CMP	Bronze/Silver Comprehensive Implementation Services
1	DSI1000-IMU	Services Implementation Services - 1 day
1	LIB1-EPS	Libra ePortal Intro and Orientation Services (Dev studio)

**VMX 250FX:**

Quantity	Style	Description
1	VXM300-REL	VMAX Racking Essentials
1	VXM100-INS	VMAX Installation
1	INS1000-CS	PS: CS DATA ERASURE

**DSI Midrange VTL 4.0:**

Quantity	Style	Description
3	DSI1000-IMU	Services Implementation Services - 1 day
1	DSI1000-TAE	Services travel and expenses USA-per site visit

**Client Details****State of Michigan****(Client) 515 Westshire****Drive****Lansing, MI****48909 Mark****Wagner****[WagnerM2@michigan.gov](mailto:WagnerM2@michigan.gov)****Production site (LSHC):****State of Michigan****7064 Crowner****Drive****Lansing, MI 48821****Disaster Recovery (DR) site (SWITCH):****State of Michigan****6100 East Paris****Avenue Grand Rapids,****MI 49316**

## Preface

### Pursuant to the Client's acquisition the following (Unisy System Environment):

- Two (2) Libra 6490 ClearPath Forward systems.
  - The Production Libra 6490 ClearPath Forward system includes one (1) Libra 6490 ClearPath Forward server with one (1) Forward Enterprise Partition Platform (EPP) with up to four (4) windows 2012 instances running MCP developer studio.
  - The DR LIBRA 6490 ClearPath Forward system includes one (1) Libra 6490 ClearPath Forward server with two (2) Forward Enterprise Partition Platform (EPP) with up to four (4) windows 2012 instances running MCP developer studio on each EPP.
- Two (2) VMAX250FX storage arrays.
  - One (1) attached to the Production Libra 6490 ClearPath Forward system and four (4) windows 2012 intances on one (1) EPP
  - One (1) attached to the Disaster Recovery (DR) Libra 6490 ClearPath Forward system and four **(4) windows 2012 intances on each EPP (2 EPP's)**
- Two (2) Virtual Tape Librarys (VTL), one
  - One (1) attached to the Production Libra 6490 ClearPath Forward system
  - One (1) attached to the DR Libra 6490 ClearPath Forward system.
  - One (1) attached to a MCP developer studio instance on the Forward system EPP (PROD).
  - One (1) attached to a MCP developer studio instance on the Forward system EPP (DR).
  - VTL replication will be configured between Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system.
- Symmetrix Remote Data Facility (SRDF) that will be configured between Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system.
- Business Continuity Acceletator (BCA) that will be configured to automate failover and fail back between the Production Libra 6490 ClearPath Forward system and the DR LIBRA 6490 ClearPath Forward system.
- Unisys Business ePortal will be installed and configured on the following systems:
  - Libra 6490 ClearPath Forward Production
  - Libra 6490 ClearPath Forward DR
  - Libra 6490 ClearPath Forward Production Forward EPP MCP Development Studio (1 instance)
  - Libra 6490 ClearPath Forward DR Forward EPP MCP Development Studio (1 instance)

## **Tasks and Deliverables**

### **Project Management**

**The Unisys Team will provide project management services to manage and co-ordinate the services under this Statement of Work. Project Management consists of:**

- 1) Produce and manage a joint Project Implementation Plan.
- 2) Define and confirm roles and responsibilities of Client and the Unisys Team.
- 3) Provide a clear communication path between Client and the Unisys Team for project status, resource allocation and problem resolution.
- 4) Coordinate all Unisys Team activities at the Client's data center.
- 5) Establish and maintain a consolidated timeline for the Unisys System Environment.

### **Implementation Planning**

**A Planning Meeting will be conducted with Client personnel to gather information for the installation plan and schedule. This session may be conducted by telephone or the Unisys Team consultant may be on-site. The Client Installation Coordinator will be responsible to provide the Unisys Team with information and decisions necessary to perform the installation. Specific actions for this session are:**

#### **Review and Discuss:**

- 1) That prerequisites have been met.
- 2) The hardware configuration and rack design for the Unisys System Environment.
- 3) The two (2) Performance Snapshot Study's 1) for the Client's workload on the Client's current ClearPath Libra Production System and 2) a second Performance Baseline on the Client's new ClearPath Libra 6490 ClearPath Forward Production System.
- 4) The Base MCP Storage Implementation Service Design requirements
  - a. Determine storage requirements, file system layout, types and sizes of disk volumes, and pathing to access the Client provided disk and VTL subsystems.
- 5) VMAX storage implementation and design requirements
- 6) The ePortal Introduction and Orientation
- 7) Business Continuity Accelerator Introduction and Configuration
- 8) The Libra 6490 ClearPath Forward installation and Configuration
- 9) The Forward EPP installation and configuration will consist of the following:
  - a. Determine initial operating system options, system factors, job queues, system usercodes, and passwords.
  - b. Identify and confirm naming conventions and allocations for MCP disk pack families on the Client provided disk subsystem(s).
  - c. Review the Unisys Transaction Server (COMS) and MARC operating environment.
  - d. Determine communications network specifications including IP addresses to be deployed on the Libra 6490 ClearPath Forward's.
  - e. Review with the Client the need for additional training for the Client's administrative staff's.
  - f. Review Client responsibilities for meeting site hardware requirements such as uninterrupted power supplies, cables, and so forth.
  - g. Evaluate system backup requirements and propose disk backup procedures.
  - h. Determine system start-up and shutdown procedures.
- 10) Securing Client concurrence on installation plan and schedule.

## **Performance Snapshot Study's**

### **Overview**

The Unisys Team will perform the activities below to create a performance baseline snapshot of the Client's workload on its current ClearPath Libra 890 Production.

This Service considers such factors as:

- Instruction processor utilization
- Memory use
- Disk IO performance

The scope of the Performance Snapshot Service consists of the following specific activities performed by Unisys:

- Install performance measurement tool for use by the Unisys Team.
- Define dates for the performance studies. This SOW and Unisys pricing for the services herein are based on a measurement period lasting up to four (4) weeks based on a mutually agreed schedule.

### **Performance Measurement Tools**

The following tools will be used by the Unisys Team to measure and analyze the utilization data within the scope of this performance study:

- CP/Collector, CP/Sampler, CP/Probe/Library are used to collect information on the use of the processor, memory, IO processor, and disk subsystem, as well as to collect information on the use of these hardware resources by the individual applications.
- CP/Analyzer and other tools to analyze the collected data.

### **Performance Snapshot Service - Deliverables:**

The deliverable consists of a Snapshot report that consists of the following:

- Report Overview
- Management Summary
- Recommendations
- Study Scope and Objectives
- Methodology
- Current Performance/Utilization

## **Clear Path Storage Design**

### **Overview**

A Unisys Team storage architect, utilizing Unisys Team best practices will initiate a detailed MCP storage design based on the client's current and projected storage requirements. This design will be used by Unisys Team storage implementers to provision and present the required storage to a ClearPath host.

### **Scope**

**The Unisys Team personnel will work with Client's staff to perform the services specified below.**

- Refresh the most recent ClearPath storage capacity and performance metrics collects, at the Client's discretion.
  - Work with Unisys Team storage implementers to collect required current storage array performance metrics.
- Utilize the Unisys Team storage tools, current capacity, current performance metrics, and projected storage growth rates to create a ClearPath storage model.
- Conduct a ClearPath Storage planning meeting
  - Discuss the new ClearPath storage architecture
  - Review/update proposed design
  - Discuss data migration methods
  - Review connectivity options
- Provide detailed ClearPath storage design to the Unisys Team storage implementers for implementation.
  - This design documents all LUNs/packs presented to the ClearPath host, ClearPath channel connectivity and storage array connectivity.
- Provide Work Flow Language (WFL's) to provision file systems for the ClearPath.

### **Deliverables**

**The following Base MCP Storage Implementation Service Deliverables are provided in connection with this Service:**

- ClearPath storage planning meeting
- Detailed ClearPath storage design to be implemented
  - WFL's to provision file systems for the ClearPath

## Storage Implementation

### Overview

The Unisys Team will plan, design, and execute a migration off of the Client's existing storage environment that is currently Fiber Channel (FC) connected and running on Fixed Block Architecture (FBA) volumes across two data centers (LSHC - production & SWITCH – test/development & DR). Each data center has one existing VMAX 10K (LSHC is HK198700585 and TBHC (SWITCH) is HK198700587) that will be refreshed with a new VMAX at each data center. Bi-Directional SRDF DR will also be configured between the new arrays and at the conclusion of the migrations, data erasure and decommission both existing VMAX's.

The following outlines the scope and tasks of this Storage Implementation as well as resources required to complete this effort.

### Scope Summary

- Design, install, and configure two (2) new VMAX arrays (one in each data center)
- Design and implement bi-directional SRDF across the new VMAX arrays
- Plan and execute the data Migration via SRDF of the existing VMAX arrays onto the new VMAX arrays
- Reconfigure SRDF for DR to run between the new arrays and remove SRDF configuration from the old environment
- Complete the certified Data Erasure and Decommissioning of the two (2) existing VMAX arrays

### Project Scope

The following sections describe the Services in greater detail and identifies the Unisys Team, Client and mutual responsibilities necessary for completion of the Services.

### Services

This engagement includes the following sites and technologies:

#### Site: LSHC (Lansing, MI)

##### New VMAX Implementation & Data Migration via SRDF

This part of the engagement includes the following components (not to exceed the listed values):

- Existing physical hosts: 1
- New VMAX Family Array systems: 1
- Source storage arrays involved: 1
- Target storage arrays involved: 1
- TB of source data to migrate: 3
- Data migration events via Dynamic SRDF-based methods: 1
- Hosts to be migrated by the Unisys Team: 1



- Number of existing SAN fabrics: 2
- Estimated block migration project duration (in weeks): 5
- Symms to be data erased: 1
- Symmetrix Serial Number: HK198700585
- Symmetrix to remove: 1

**During this part of the engagement, the Unisys Team:**

- Conducts a VMAX Project Kick-off meeting.
- Performs a review of Client-collected and supplied information on the host and storage environment.
- Completes an analysis of existing host data collected, documents any required changes to hardware, software, or firmware, and provides the list to Client.
- Downloads and batch processes Grabs, and generates a report.
- Correlates storage environment information and plans the migration solution.
- Conducts an implementation review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Validates the migration environment to confirm the appropriate assets will be migrated and meet the Unisys Team interoperability requirements.
- Verifies the network, server, or storage configuration changes.
- Design, install, and configure one (1) new VMAX
  - ESRS - Call Home setup and configuration
  - ECC server – solution enabler setup and configuration
- Performs installation and/or setup of the migration tool.
- Migrates the data, and documents the results.
- Performs post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment.
- Performs the tests in the Test Plan for Client.
- Meets with the Client to determine and identify the Symmetrix system to be erased based on the quantity ordered. The serial number and location of the in-scope Symmetrix system is documented above.
- Meets with the Client to plan the installation of the Data Erasure Software/Appliance (as defined below) at the mutually agreed upon Client site.
- If required, coordinates shipment of the Data Erasure Software/Appliance to the mutually agreed upon Client location for the duration of the Services.
- Sets up and operates the Data Erasure Software/Appliance within the Client's environment to perform the Services.
- Overwrites the physical storage data from the in-scope Symmetrix storage system(s) using a seven pass (7x) overwrite pattern consisting of:

- Write character
- Write character binary complement
- Write random character pattern
- Read verify overwrite activity
- Evaluates the performance log files to validate Services listed in this document are completed.
- Provides a Certificate of Completion and a report of the erasure results for the specified array to the Client upon completion of these services.
- In the case where disk drives fail to complete and pass the Unisys Team Data Erasure activity, the Unisys Team shall leave the media with the Client, and such disk drives will not be included in the Certificate of Completion.
- Verifies I/O is suspended and confirms with the Client that data removal from system is complete.
- Powers down systems, removes system cables, and de-installs.
- Crate equipment for storage or shipping.
- Coordinates shipping equipment to new locations.
- Completes and delivers the Configuration Guide.
- Completes and delivers the Test Plan.

**SRDF DR Reconfiguration**

**During this part of the engagement, the Unisys Team:**

- Provides support to reconfigure existing bi-directional SRDF.

**Site: SWITCH (Grand Rapids, MI)****New VMAX Implementation & Data Migration via SRDF**

**This part of the engagement includes the following components (not to exceed the listed values):**

- Existing physical hosts: 2
- New VMAX Family Array systems: 1
- Source storage arrays involved: 1
- Target storage arrays involved: 1
- TB of source data to migrate: 3
- Data migration events via Dynamic SRDF-based methods: 1
- Hosts to be migrated by Unisys Team: 2
- Number of existing SAN fabrics: 2
- Estimated block migration project duration (in weeks): 5
- Symms to be data erased: 1
- Symmetrix Serial Number: HK198700587
- Symmetrix to remove: 1

During this part of the engagement, the Unisys Team:

- Performs a review of Client-collected and supplied information on the host and storage environment.
- Completes an analysis of existing host data collected, documents any required changes to hardware, software, or firmware, and provides the list to Client.
- Downloads and batch processes Grabs, and generates a report.
- Correlates storage environment information and plans the migration solution.
- Conducts an implementation review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Validates the migration environment to confirm the appropriate assets will be migrated and meet interoperability requirements.
- Design, install, and configure one (1) new VMAX
  - ESRS - EMC Call Home setup and configuration
  - ECC server – solution enabler setup and configuration
- Verifies the network, server, or storage configuration changes.
- Performs installation and/or setup of the migration tool.
- Migrates the data, and documents the results.
- Performs post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment.
- Performs the tests in the Test Plan for Client.
- Meets with the Client to determine and identify the Symmetrix system to be erased based on the quantity ordered. The serial number and location of the in-scope Symmetrix system is documented above.
- Meets with the Client to plan the installation of the Data Erasure Software/Appliance (as defined below) at the mutually agreed upon Client site.
- If required, coordinates shipment of the Unisys Team Data Erasure Software/Appliance to the mutually agreed upon Client location for the duration of the Services.
- Sets up and operates the Unisys Team Data Erasure Software/Appliance within the Client's environment to perform the Services.
- Overwrites the physical storage data from the in-scope Symmetrix storage system(s) using a seven pass (7x) overwrite pattern consisting of:
  - Write character
  - Write character binary complement
  - Write random character pattern
  - Read verify overwrite activity
- Evaluates the performance log files to validate Services listed in this document are completed.
- Provides a Certificate of Completion and a report of the erasure results for the specified

array to the Client upon completion of these services.

- In the case where disk drives fail to complete and pass the Data Erasure activity, the Unisys Team shall leave the media with the Client, and such disk drives will not be included in the Certificate of Completion.
- Verifies I/O is suspended and confirms with the Client that data removal from system is complete.
- Powers down systems, removes system cables, and de-installs.
- Crate equipment for storage or shipping.
- Coordinates shipping equipment to new locations.
- Completes and delivers the Configuration Guide.
- Completes and delivers the Test Plan.

**SRDF DR Reconfiguration**

**During this part of the engagement, the Unisys Team:**

- Provides support to reconfigure existing bi-directional SRDF.

**Implementation for Native MCP**

**Unisys will assist Client in performing the following system installation tasks for both the Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system:**

1. Verify hardware and software shipment for completeness.
2. Connect and configure disk subsystems. This includes volumes and MCP pack families. Verify connectivity and MCP access to all assigned storage.
3. Install any licensed Unisys system software (base release and latest interim corrections), including operating system (excludes Client's custom MCP code), environmental software, message processing systems, data communications, application languages, and system utilities. All such software will be at the latest shipping release versions when the Libra 6490 ClearPath Forward system is shipped to the Client. That level is expected to be MCP 17.0.
4. Verify Time, Date, and Time zone are set correctly.
5. Set MCP operating system options.
6. Establish MCP system libraries and MCP print subsystem parameters.
7. Storage attached services:
  - a. Zone switches for redundant connectivity from Libra to Disk Storage
  - b. Attached Libra to storage through switches
  - c. Verify communication with Disk sub-system
  - d. Verify LUN connectivity from server(s) to storage array
  - e. Label MCP packs and create initial tape encryption keys
8. Provide up to 3 days VTL implementation services per site to:
  - a. Install the hardware components of the VTL
    - i. VTL Library Storage Appliances
    - ii. VTL Library Controller
  - b. Connect VTL fibre interface to fibre switch
  - c. Connect the VTL and controller to the network
  - d. Configure and setup replication between sites
  - e. Demonstrate the VTL operation
  - f. Data Migration Testing and Support
    - i. Design, setup and test of migration process for transfer of Client data from existing VTL to new VTL

- ii. Sample timings and overall time estimate for completion of data migration based on data required to be transferred and process to be used
  - iii. Ongoing remote support of Client data migration process in the event that the data migration cannot be completed during the time allotted for the VTL onsite installation
9. Establish a backup Halt/Load Pack.
  10. Set-up the Atlas Web Server in the MCP environment.
  11. Set-up one workstation with Web Enabler for ClearPath MCP and confirm connection to COMS.
  12. Set-up the GUI utilities (Operations Center, Print Center, Administration Center) on one workstation and demonstrate to Client the use of the centers.
  13. Review and update custom MENUGRAPHS.
  14. Review system power up/power down procedures for the Libra 6490 ClearPath Forward complex.
  15. Review and document recovery procedures for the MCP environment.
  16. Unisys will migrate the UserDataFile from the Client's current Libra 890 to the Client's new Libra 6490 ClearPath Forward system. Install and demonstrate Client Access Services. This shall be done on a Windows 2007 or newer workstation supplied by the Client and connected to the TCP/IP Network.
  17. Install and configure IP addresses for the Libra 6490 ClearPath Forward MCP environment and connect to the Client's LAN.
  18. Activate recovery features.
  19. Review with Client the functions and operation of the System Console and ODT.
  20. Document relevant installation information including any special instructions.
  21. Validate Image Enable (power) keys and establish the initial governor setting for the Libra 6490 ClearPath Forward metered usage functionality.
  22. Configure and test the Libra 6490 ClearPath Forward's ability to send meter reading emails to the Client and Unisys.
  23. Configure and connect ePortal to both partitions.

## **ClearPath Fabric for Forward ESP Implementation Service**

### **Overview**

**This implementation service for ClearPath Fabric for Forward ESP results in up to four (4) Forward partitions per EPP installed with Microsoft Windows 2012.**

**Unisys will assist Client in performing the following system installation tasks for both the Production and DR system:**

### **Roles and responsibilities**

#### ***Unisys will:***

- Conduct a Client workshop to develop an implementation plan and schedule
  - Review hardware configuration
  - Identify resource (processors, memory, disk, network) and OS for each partition
- Implement each partition according to planning results
  - Configure systems as defined in the Project Implementation Plan
  - Connect to external storage
  - Apply required drivers
  - Configure required protocols

- Configure client partitions are commissioned and booted for with Microsoft Windows 2012
- Configure operating system and verify network connectivity for each partition
- Configure and connect NIC and FC ports and Fabric interconnects per Forward Implementation,  
**Administration, and Operations Guide**
- Validate that the Forward system is now operational
- Client operates system as per Implementation, Administration and Configuration Guide.
- Verify Call Home packet ready for transmission
  - Requires network connectivity to complete
- Clear logs on each EPP and Forward Fabric Management (FFM)
- Provide over-the-shoulder Client training for:
  - The CP Fabric for Forward architecture
  - Managing the system and using FFM.

## **MCP Developers Studio Implementation Service**

### **Overview**

This Comprehensive Implementation Service complements the Client's acquisition of Two (2) Libra 6490 ClearPath Forward server and results in a server upon which the End User can then install and implement applications and/or database software. The Unisys Team will install one (1) Microsoft Windows 2012 partition on each EPP.

**Unisys will assist Client in performing the following system installation tasks for both the Production and DR system:**

*Unisys will:*

#### ***Implementation Services***

- Verify software shipment for completeness:
- Install MCP Firmware and Network Services Software:
  - Update with any additional available Interim Corrections or Driver updates
- Install any licensed Unisys system software (base release and latest interim corrections) including the MCP operating system (excludes Client's custom MCP code), environmental software, message processing systems, data communications, application languages, and system utilities
- Set MCP operating system options and establish MCP system libraries and print system parameters
- Establish user codes for the MCP environment and configure and verify the MCP TCP/IP network
- Configure Fibre Channel connection to storage
- Create another MCP Halt/Load unit on external disk subsystem,
- Install WebEnabler, End User Access Services and the GUI utilities on one workstation and provide basic training on their use
- Demonstrate established startup/shutdown procedures and familiarize user with basic operations
- Migrate user security information (UserDataFile), COMS (CFILE) and print system configurations. Migrate the NXServices Config, Telnet Config, FTP config file and the CCF Parameter file.
- Provide up to 3 days VTL implementation services per site to:



- Install the hardware components of the VTL
  - VTL Library Storage Appliances
  - VTL Library Controller
- Connect VTL fibre interface to fibre switch

- Connect the VTL and controller to the network
- Configure and setup replication between sites
- Demonstrate the VTL operation
- Data Migration Testing and Support
  - Design, setup and test of migration process for transfer of Client data from existing VTL to new VTL
  - Sample timings and overall time estimate for completion of data migration based on data required to be transferred and process to be used
  - Ongoing remote support of Client data migration process in the event that the data migration cannot be completed during the time allotted for the VTL onsite installation

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## **ePortal Introduction and Orientation**

### **Overview**

Unisys ePortal will be installed and configured on a Production Libra 6490 ClearPath Forward EPP Instance and on a Libra 6490 ClearPath Forward DR EPP Instance. The Unisys Team will assist Client in performing the following tasks for both the Production and DR system.

This Libra ePortal Introduction and Orientation service is a training, configuration and migration service provided by the Unisys Team to help the Client understand the operations and functional capabilities of ePortal for MCP.

### **Scope and Deliverables**

The scope of this Service is to introduce the Client to the steps necessary to use ePortal to enable its ClearPath applications for a web or service oriented architecture (SOA) environment.

Unisys will provide up to ten (10) days of service (for one resource) on-site. The specific scope of activities of the engagement will be agreed upon between the parties so the service can be completed within the ten (10) days.

The following is a list of activities that may be included in this service as mutually agreed to with Client.

- 1) Review and confirm agenda for the duration of the on-site visit
- 2) Install and configure in both the Production and DR environments the Libra ePortal Enterprise components and ePortal Business components in the MCP developer studio partitions on the ClearPath Forward EPP partitions.
- 3) Load, test and configure the Libra ePortal Servers and test applications.
- 4) Walkthrough of configuration and management of Libra ePortal Servers.
- 5) Stage, Deploy and test generated applications with Libra ePortal Manager.
- 6) Discuss monitoring and maintenance of Libra ePortal applications.
- 7) Discuss follow-on services options.

## **Business Continuity Accelerator Introduction and Configuration**

### **Overview**

**This Business Continuity Accelerator (BCA) service will include installation and configuration of BCA software to automate the Client's failover and fail back between the Production Libra 6490 ClearPath Forward system and the DR LIBRA 6490 ClearPATH FORWARD system.**

### **Scope and Deliverables**

**The scope of this service is to introduce the Client to the steps necessary to use BCA to enable its failover and fail back between the Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system.**

**Unisys will provide up to ten (10) days of service (for one resource) on-site. The specific scope of activities of the engagement will be agreed upon between the parties so the service can be completed within to the ten (10) days.**

**The following is a list of activities that may be included in this service as mutually agreed to with Client.**

- 1) Review and confirm agenda for the duration of the on-site visit
- 2) Install and configure in both the Production and DR environments the Libra BCA components on the Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system.
- 3) Confirm storage configuration and management by MCP.
- 4) Load, test and configure the BCA software and test.
- 5) Walk through of configuration and management of the BCA software with the Client.
- 6) Stage, Deploy and test failover and fail back between the Production Libra 6490 ClearPath Forward system and the DR Libra 6490 ClearPath Forward system applications with BCA.
- 7) Discuss monitoring and maintenance of BCA application and provide Client Specific Documentation

## **Product Support Site Training**

### **Overview**

**Product Support Site Training is a training service provided by the Unisys team to help the Client understand the Unisys support functions and capabilities. The Unisys Team will assist Client in performing the following Product Support Site Training tasks for both the Production and DR system:**

### **Scope and Deliverables**

**The scope of this Service is to introduce the Client to the support tools and processes available to them from Unisys. The work performed by the Unisys Team for this Service will not exceed two (2) hours duration (for one resource) on-site.**

**The following is a list of activities that may be included in this service as mutually agreed to with Client.**

- Brief video training to familiarize and provide navigation tips to Client personnel for the Unisys eService Portal and Product Support Site.
- eService Portal is a web-based Unisys tool which can be used by Client to access documentation, download information, and inquire on the Knowledge Base for Unisys-supported products.
- Client can also submit support requests for Unisys-supported products.
  - The Client has the choice of electronic or voice-responses.
  - Client can also view and manage support requests.
- The eService Portal is accessible at [www.serviceonline.unisys.com](http://www.serviceonline.unisys.com).

### **Assumption and Dependencies**

- This Service is not intended to replace Unisys support services that are generally available to Unisys clients under Unisys' then current policies, terms, and conditions.
- The Unisys Team and Client agree to work together to develop a mutually acceptable schedule subject to the Unisys Team's resource availability. Work will be performed during Normal Business Hours.
- The scheduled start date and timeline for this Service will be determined and agreed to with Client.
- All work must be completed within three (3) months from the date of the Agreement.

### **Post Implementation Support**

**The Unisys Team will provide up to twenty four (24) hours of Post Implementation services for go-live planning and support services during critical tests and go live cutover. These Post Implementation Support Services hours will mutually scheduled and agree to between the parties.**

## **Performance Snapshot Study's**

### **Overview**

Unisys will perform the activities below to create a performance snapshot of the Client's applications on its Libra 6490 ClearPath Forward Production System to make recommendations regarding system tuning and capacity.

This Service considers such factors as:

- Instruction processor utilization
- Memory use
- Disk IO performance

The scope of the Performance Snapshot Service consists of the following specific activities performed by Unisys:

- Install performance measurement tool for use by the Unisys Team.
- Define dates for the performance studies. This SOW and Unisys pricing for the services herein are based on a measurement period lasting up to four (4) weeks based on a mutually agreed schedule.

### **Performance Measurement Tools**

The following tools will be used by the Unisys Team to measure and analyze the processor utilization data within the scope of this performance study:

- CP/Collector, CP/Sampler, CP/Probe/Library are used to collect information on the use of the processor, memory, IO processor, and disk subsystem, as well as to collect information on the use of these hardware resources by the individual applications.
- CP/Analyzer and other tools to analyze the measurement data.

### **Performance Snapshot Service - Deliverables:**

The deliverable consists of a Snapshot report that consists of the following:

- Report Overview
- Management Summary
- Recommendations
- Study Scope and Objectives
- Methodology
- Current Performance/Utilization

## Assumptions and Dependencies

Unisys has based its pricing for the services provided under this SOW, on certain assumptions and dependencies. Should any of these assumptions and dependencies not be met, Unisys reserves the right to adjust its pricing and associated timeframes accordingly.

## General Assumptions

- 1) No specific Unisys consultant is guaranteed for the length of this agreement.

## Client Responsibilities

**Client is responsible for the following activities:**

- 1) Provide a qualified Implementation Coordinator to represent the Client who will act as the authorized single point of contact as described below under "Client Participation"
- 2) Backup of all disk data prior to the upgrade to the new Libra ClearPath Forward servers.
- 3) Prepare facilities, including correct power and receptacles, functional installation of network, network availability, and network connectivity in accordance to the Libra Server Site Planning Guide. Provide internet connectivity for the Electronic Service Request (ESR – Call Home) for the new Libra ClearPath Forward Servers.
- 4) Provide the Unisys Team access to Client's staff, including subcontractors at various times in the project. Client's staff or contacts may have critical knowledge of the operations and the business itself that must be made available to the Unisys Team in a timely fashion, and is invaluable to the project's success. Unisys is also aware that Client's staff is dedicated to the daily operations of the facilities and Unisys shall make every reasonable effort to limit the demands on these people.
- 5) Provide to the Unisys Team the IP addresses and names of any default gateways, routers, DNS servers, or other servers if applicable.
- 6) Provide the Unisys Team with access to the installation sites during normal business hours of M-F, 8:00 a.m. to 5:00 p.m., excluding Unisys holidays. **Arrange for afterhours access, if necessary.**
- 7) Responsible for verifying user applications after completion of the migration to the new Libra ClearPath Forward servers.
- 8) If Client does not meet any of its obligations in accordance with the mutually agreed schedule, and such delay causes the Unisys Team to incur additional labor costs or travel/living expenses, and Unisys has taken reasonable measures to mitigate such labor costs and travel/living expenses, Unisys reserves the right to charge Client and Client agrees to pay for such additional costs and expenses.
- 9) Supply a list of all Client-provided hardware to be used in the implementation to the Unisys Team project team to allow the Unisys team to verify the equipment conforms to the Unisys Team Support Matrix and applicable Compatibility Matrixes.
- 10) Ensure that all required site preparations have been successfully met for any new non-VMAX system components. Client will also ensure its facilities (or facilities provided through a third-party) are capable of accepting and supporting any new products ordered from Unisys before the project start date. This includes, but is not limited to, adequate HVAC, power, floor space, security, etc.
- 11) Assume responsibility for all network connectivity, performance, and configuration issues.
- 12) Obtain and provide, at its own cost and expense, all third party licenses and maintenance agreements necessary for the Unisys Team to complete the project.

- 13) Manage all internal change control procedures and documentation including coordination with application and business owners.

- 14) Provide a test environment in which to test responses to both planned and unplanned events as stated in the Test Plan.
- 15) Assume responsibility for acquiring temporary hardware, required third-party software licenses and media, and other non-VMAX responsible resources, as specified in the migration plan, to support the prescribed data-copy methods.
- 16) Perform a successful backup immediately before the planned data migration and ensure the data is valid prior to the data migration.
- 17) Verify that the equipment location is prepared prior to the commencement of the Services including, without limitation, ensuring that the work site is prepared for installation of the Data Erasure Software/Appliance. This preparation includes, without limitation, space, power and implementation of the appropriate security measures to prevent tampering or access to the Data Erasure Software/Appliance.
- 18) Be responsible for security and control of the disks to be retained and for establishing and maintaining necessary and appropriate disk chain of custody policies and processes for said disks and/or the data center location(s) where the services are to be performed.
- 19) Ensure that all data on the in-scope Symmetrix storage system(s) has been backed-up by Client prior to commencement of the Services. The Unisys Team assumes no responsibility or liability for such data. THIS IS A CRITICAL CLIENT OBLIGATION. ONCE THE DATA ON THE IN-SCOPE SYMMETRIX STORAGE SYSTEM(S) HAS BEEN OVERWRITTEN, SUCH DATA CANNOT BE RECOVERED BY THE UNISYS TEAM.
- 20) Assume sole responsibility for all disk drives returned as part of the Services, including any disk drives that fail or are unable to be overwritten and which are rendered to the Client as part of the Services. Client is solely responsible for the purging, erasure, and/or destruction of such disk drives as determined solely by the Client.

## **Exclusions**

**The following items are not included in this service, but may be available on a time and materials basis subject to the change control procedures:**

- 1) Implementation and configuration of other software or hosts not specified within this SOW.
- 2) Integration of existing networks and workstations, generation of network files and the installation of Unisys poll-select terminals under the Unisys Transaction Server for ClearPath MCP (COMS) (e.g., "protocol converters").
- 3) Loading of applications or databases into the new environment.
- 4) Custom scripting, other than what is mentioned in scope above.
- 5) Upgrading of any firmware or operating systems in the Client's environment required for the solution.
- 6) Policy development and policy documentation development or updates relative to data, email, archived data, backup and recovery as well as application and data availability and service levels.
- 7) Any application or host system access that encompasses coding, scripting, application analysis, system performance, and/or troubleshooting.
- 8) Any OS or application or hardware tuning, troubleshooting or maintenance steps including patches, upgrades and/or installations/re-installations, not within the current scope



- 9) Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues.
- 10) Installation, certification or configuration, and support of electrical, network, telecommunications, cabling infrastructure and components.
- 11) Development of any custom solutions not described in this SOW.
- 12) Moving of any hardware to other locations.
- 13) Server and/or file system consolidations and/or relocation or validation of databases or data files.
- 14) Creation and/or follow-up on support tickets opened through the Unisys/EMC Support Desk which are not directly related to this Service.
- 15) IP network provisioning.
- 16) MCP operating system installations exclude Client's custom MCP code

## **Client Participation**

**Client will designate a qualified employee to act as Implementation Coordinator. This person will work closely with the Unisys Team specialist(s) throughout the installation and assist the Unisys Team by providing information about the Client environment as required to perform services defined in this SOW. Client's Implementation Coordinator must have the authority to make timely decisions on behalf of Client to facilitate adherence by both Unisys and Client to the project schedule.**

## **Change Control**

**During the provision of the services under this Statement of Work, there may be changes to the scope of various services described herein. Change control will use the following procedure:**

- 1) The Client Implementation Coordinator may notify Unisys or Unisys may notify the Client Implementation Coordinator of any change request by submitting a written Change Request Form (Exhibit A).
- 2) Unisys will log the Change Requests and assign a unique Log number for each change.
- 3) Prior to performing any work, Unisys will notify the Client Implementation Coordinator in writing of the projected costs and/or schedule impact for the evaluation of such Change Request.
- 4) If Client Implementation Coordinator agrees in writing to the impact that such evaluation will have on the cost, schedule, performance and any other issues raised by the Unisys evaluation, then Unisys shall proceed to perform the evaluation.
- 5) Upon completion of the evaluation by Unisys the written results will be communicated to Client Implementation Coordinator. These results must include any impact on cost, schedule, staff resources, and performance, as well as a recommended method for implementation, testing, and acceptance by Client.
- 6) If Client Implementation Coordinator agrees in writing to the impact that such change will have on the cost, schedule, performance, and any other issues raised by the Unisys evaluation, then Unisys shall proceed to perform the change.
- 7) Upon completion of the change Client Implementation Coordinator will perform the agreed upon acceptance procedure, and indicate in writing its acceptance of the change.
- 8) Payment for the cost of the change, as specified in the Change Request, shall be paid in accordance with the pre-printed terms of the Agreement.

## Project Fees and Payment Schedule

Client agrees to pay Unisys the total Services on the corresponding Supplemental Schedule Order / Information service Schedule for the installation and implementation services defined in this SOW. Travel and related expenses incurred by The Unisys Team in its performance of the Professional Service defined in SOW are inclusive in the stated fees and therefore will not be charged to the Client additionally.

The professional services to be performed are described in this SOW. At the time Unisys has, in its reasonable opinion, completed each Milestone, Unisys will present Client with Certification of Completion form (see Exhibit B) for signature. Client shall sign Certification of Completion form to signify completion of the Milestone. Client completion will also be deemed to be given if Client (a) fails to provide any formal acceptance or written notice of material deficiencies in the respective deliverable within five (5) business days following delivery of the Certification of Completion form to Client or (b) begins using such hardware or software in production; whichever occurs first.

**Milestone Table**

<b>Milestone</b>	<b>Fee Percentage</b>
Milestone 1: Implementation Planning meeting	3%
Milestone 2: Performance Snapshot Study's (Libra 890 Production)	2%
Milestone 3: Clear Path Storage Design	3%
Milestone 4: VMAX Kick-off meeting	5%
Milestone 5: VMAX Storage Implementation (DR system site)	3%
Milestone 6: VMAX Storage Implementation (Production system site)	3%
Milestone 7: VMAX Completed Draft Migration Design	3%
Milestone 8: VMAX Completed Draft DR Planning	3%
Milestone 9: VMAX implementation Completion	3%
Milestone 10: Implementation for Native MCP (DR)	16%
Milestone 11: Implementation for Native MCP (Production)	16%
Milestone 12: ClearPath Fabric for Forward ESP (Production)	8%
Milestone 13: ClearPath Fabric for Forward ESP (DR)	8%
Milestone 14: ePortal Introduction and Orientation (Production & DR)	6%
Milestone 15: BCA Introduction and Configuration (Production & DR)	7%
Milestone 16: Go-live planning and support	4%
Milestone 17: Performance Snapshot Study's (Libra 6490 ClearPath Forward Production)	2%
Milestone 18: Data Erasure (DR system site)	1%
Milestone 19: Data Erasure (Production system site)	1%
Milestone 20: Project close	1%
<b>Total</b>	<b>100%</b>

# Exhibit A - Change Request Form

## **UNISYS** Change Request Form

<b>Change Request No:</b>		<b>Date Submitted:</b>	
Project:			
Client:			
Requestor's Name / Title:			
Description of Change / Justification:			
Impact Study Effort:		Impact on Schedule:	
Client Authorization to Proceed:			
<b>Impact on Project</b>			
Cost:		Schedule:	
Specification of Change:			
<b>Disposition of Request (Check One)</b>			
Proceed with Change*:	Defer until end of Project*:	Cancel Change:	
<b>Acceptance and Authorization</b>			
<b>Unisys Authorized Signature:</b> <b>Name/Title:</b> <b>Signature:</b> <b>Date:</b>		<b>Client Authorized Signature:</b> <b>Name/Title:</b> <b>Signature:</b> <b>Date:</b>	
<small>* It is understood and agreed that all services provided in accordance with this Change Request are subject to the terms and conditions of the Consolidated Agreement (Agreement # 071B2200257) currently in effect between Client and Unisys. Payment for the above charge shall be paid pursuant to the referenced Agreement.</small>			

## Exhibit B - Certification of Completion

**Unisys**

### Certification of Completion

Client Number	_____	Project Title:	_____
Client Name	<u>State of Michigan</u>	Agreement Number	_____
Address	_____	Agreement Dated	_____
City, State, Zip	_____	Unisys Representative	_____

Libra 6490 ClearPath Forward Environment  
Installation and Implementation Services

**The following deliverables/milestones of this project are accepted by the Client as fully completed/accomplished on the date the Client signs below.**

**DELIVERABLES/MILESTONES:**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Unisys Rate Table - 071B2200257 Extension - 7/1/2017 through 6/30/2022**

	<b>Not To Exceed Hourly Rate</b>	<b>Estimated Hours *</b>	<b>Estimated Total</b>
<b>Table 3: Operations Services Key Personnel</b>			
DR Project manager	\$138.00	10400	\$1,435,200
DR Systems architect	\$128.00	10400	\$1,331,200
Hosting Center Project manager	\$138.00	10400	\$1,435,200
ITAM Software Specialist	\$195.00	10400	\$2,028,000
Onsite LIBRA engineer	\$171.00	10400	\$1,778,400
LIBRA Software support specialist	\$131.00	10400	\$1,362,400
DMS II database administrator	\$131.00	10400	\$1,362,400
Total			\$10,732,800
* 2,080 hours per year			
Beginning year 6, rates will increase 2% annually.			
Unisys and/or contract employees. Cost include travel expenses.			

	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Total</b>
<b>Table 4: Hardware &amp; Software Support Services</b>			
ad hoc on demand time, 5 X 9	\$360	3,000	\$1,080,000
Beginning year 6, rates will increase 2% annually.			

**Table 5: Unisys Support Account Manager (SAM) Annual Costs**

Year 1, Starting January 2019 (currently prepaid through 2018) \$ 73,710

After year 2022, rates will increase 2% annually.

**Unisys Support Services for Currently Installed Hardware and/or Software**

**30-Apr-17**

**Seven (7) Pages to Follow**

Treasury  
IB

Product	Style	Unisys		MA End	Annual	Service		SC		OM	Qty.	Comment
		Serial	Mthly			Plan	IA Customer	Location:	Contract			
Number		Number	MA Rate	Ext Rate	Date	CAP			Number	Order		
6595616	ES3500711-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595580	ES3599001-PWC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595585	ES3599008-OPT		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595589	ES3599021-SMC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595581	ES3599001-PWC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595584	ES3599008-OPT		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595588	ES3599021-SMC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595579	ES3599001-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595597	ES3560111-RCK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595604	ES3561011-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595583	ES3599011-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595586	ES3599002-OPT		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595624	ES3561002-PWR		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6585244	MLF101-USB		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6585242	KBF210502-US		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595600	ES3561011-BZL		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595590	ES3599021-PCE		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595606	ES3599021-TAP		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595599	ES3599121-ODD		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595617	ES3500711-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6670234	EST3565090-SYR		0	0	20171031	5%	MA SP	3983800012 LSHC	90638		2	3rd party Unimetrix, Treasury
6595358	ES3561241-SVR	BBG84S1	61.95	61.95	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595620	ES3561272-RAD		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595619	ES3500230-MEM		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595625	ES3561002-PWR		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6585243	MLF101-USB		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6585241	KBF210502-US		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595601	ES3561011-BZL		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595591	ES3599021-PCE		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595607	ES3599021-TAP		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595598	ES3599121-ODD		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595614	ES3599201-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	5	3rd party Unimetrix, Treasury
6595612	ES3599191-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	2	3rd party Unimetrix, Treasury
6595578	ES3599001-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595596	ES3560111-RCK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595605	ES3561011-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595582	ES3599011-CPU		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595587	ES3599002-OPT		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595623	ES3561001-DOC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595334	ES3561241-SVR	9BG84S1	61.95	61.95	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595621	ES3561272-RAD		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595618	ES3500230-MEM		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595622	ES3561001-DOC		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	1	3rd party Unimetrix, Treasury
6595615	ES3599201-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	5	3rd party Unimetrix, Treasury
6595613	ES3599191-DSK		0	0	20171031	5%	MA SP	3983800012 LSHC	90638	725752	2	3rd party Unimetrix, Treasury

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

DHHS Bridges Project

<u>IB Product</u>		<u>Monthly</u>	<u>MA End</u>	<u>Prepaid</u>	<u>Service Plan</u>	<u>IA Customer</u>	<u>Location</u>	<u>PO Number</u>	<u>Project</u>	<u>SC</u>		<u>OM Order</u>	<u>Quantity</u>	<u>Comment</u>
<u>Number</u>	<u>Style</u>									<u>MA Rate</u>	<u>Date</u>			
7635626	SMA19001-CQ	1939.75	20190831	8/31/2019	MA SP	3983800066	TECH MGMT & 084N6606455	96910	98064	740561	5	SMA OpCon Production, DHHS Bridges		
7635627	SMA19002-CQ	1023.86	20190831	8/31/2019	MA SP	3983800066	TECH MGMT & 084N6606455	96910	98064	740561	5	SMA OpCon QA, DHHS Bridges		
7635628	SMA19003-CQ	291.14	20190831	8/31/2019	MA SP	3983800066	TECH MGMT & 084N6606455	96910	98064	740561	5	SMA OpCon Test, DHHS Bridges		

MA/SP = 9 X 5 X 4

MA/SP = 9 X 5 X 4

<u>Style</u>	<u>Quantity</u>	<u>9/1/2019-</u>	<u>9/1/2020-</u>	<u>9/1/2021-</u>	<u>Comment</u>
		<u>8/31/2020</u>	<u>8/31/2021</u>	<u>8/31/2022</u>	
SMA19001-CQ	7	\$ 27,603	\$ 28,431	\$ 29,284	SMA OpCon Production, DHHS Bridges
SMA19002-CQ	6	\$ 13,259	\$ 13,657	\$ 14,066	SMA OpCon QA, DHHS Bridges
SMA19003-CQ	6	\$ 4,615	\$ 4,753	\$ 4,896	SMA OpCon Test, DHHS Bridges



Depot Services - Consolidated Print Center (CPC)

IB												SC			
Product		Monthly		MA End	Annual	Service				Contract					
Number	Style	MA Rate	Ext Rate	Date	CAP	Plan	IA Customer	Location Name:	PO Number	Number	OM Order	Quantity	Comment		
7900626	DSS4100-PRO	6.36	6.36	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7899725	DSS5100-DDA	36.04	36.04	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7899724	DSS5100-DDA	36.04	36.04	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900624	DSS32-SED	0	0	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900625	DSS32-PDF	0	0	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900644	DSS2100-ENT	121.9	121.9	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900643	DSS2100-ENT	121.9	121.9	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900642	DSS2100-ENT	121.9	121.9	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		
7900641	DSS2100-ENT	121.9	121.9	20171209	2.50%	MA SP	3983800072	DEPOT SERVICES 084N7701392		99710	743996	1	EOM software, Depot Services (CPC)		

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

LARA IB		Unisys										SC			
Product		Serial		Monthly		MA End		Service				Contract			
Number	Style	Number	MA Rate	Ext Rate	Date	Annual CAP	Plan	IA Customer	Location Name:	PO Number	Number	OM Order	Quantity	Comment	
6030016	ES3530011-SVR	6ZVBHN1	57.74	57.74	20170930	5%	MA SP	6115530001	DLARA	084N7701689	90792	705605	1	LARA	
6030040	ES3560031-SVR	9KL3JN1	49.86	49.86	20170930	5%	MA SP	6115530001	DLARA	084N7701689	90792	705605	1	LARA	
6030056	ES3560031-SVR	1SMBJN1	49.86	49.86	20170930	5%	MA SP	6115530001	DLARA	084N7701689	90792	705605	1	LARA	
6030039	ES3530011-SVR	7ZVBHN1	57.74	57.74	20170930	5%	MA SP	6115530001	DLARA	084N7701689	90792	705605	1	LARA	
6030010	RCK1020011-FRS	DWT3JN1	6.74	6.74	20170930	5%	MA SP	6115530001	DLARA	084N7701689	90792	705605	1	LARA	

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

LARA

IB Product		Unisys		Monthly MA		MA End		Annual		Location		Project	SC	
		Serial	Number										Contract	Quantity
Number	Style			Rate	Ext Rate	Date		CAP	Service Plan	IA Customer	Name:	PO Number	Number	Number
3350636	DP5-VCD			390.14	390.14	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350632	VR1-CUS			152.41	152.41	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350634	VR1-MSF			381.01	381.01	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350620	VR1-SV5			507.51	507.51	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350622	VR1-TR2			498.36	498.36	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350624	VR1-TR2			498.36	498.36	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350628	VR1-WSF			140.22	140.22	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350630	VR1-WSF			140.22	140.22	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350626	VR1-WSF			140.22	140.22	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
3350639	UDS10-110	Z56010		18.17	18.17	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253709	VRU4-TR2			86.42	172.84	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253713	VRU4-CUS			24	24	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253716	VRU4-WSF			22.4	67.2	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253711	IF5005-IMG			79.85	159.7	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253715	IF5005-CLB			7.49	14.98	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253712	IF5000-RBE			309.11	309.11	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7253714	IF850-IEA			19.66	19.66	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280
7474800	VRU4-SV5			88	88	20170930		2.50%	MA SP	6115530001	DLARA	084N7701689	33274	37280

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

LARA

<u>IB</u>		<u>Monthly</u>		<u>MA End</u>	<u>Annual</u>	<u>Service</u>		<u>Project</u>		<u>SC Contract</u>			
<u>Product</u>	<u>Style</u>	<u>MA Rate</u>	<u>Ext Rate</u>	<u>Date</u>	<u>CAP</u>	<u>Plan</u>	<u>IA Customer</u>	<u>Location Name:</u>	<u>PO Number</u>	<u>Number</u>	<u>Number</u>	<u>Quantity</u>	<u>Comment</u>
9413877	VR4-A2I	1089.33	1089.33	20171231	2.50%	MA SP	3983800048 MI	DTMB FINANCIAL SVS	084N7702415	103359	107351	1	LARA

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

MDOS

IB Product		Monthly	MA End	Annual		SC							
Number	Style	MA Rate	Ext Rate	Date	CAP	Service Plan	IA Customer	Location Name:	PO Number	Project Number	Contract Number	Quantity	Comment
7060541	VR1-CUS	152.41	152.41	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060546	VR1-MSF	381.01	381.01	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060550	VR1-SV5	507.51	507.51	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060547	VR1-WSF	140.22	140.22	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060542	VR1-TR5	711.72	711.72	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060543	VRU4-TR2	86.42	86.42	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060544	VRU4-SV5	88	88	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060545	VRU4-MSF	60.81	60.81	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing
7060548	VRU4-WSF	22.4	44.8	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	2	MDOS remittance processing
7060549	VRU4-ICR	108.82	108.82	20170930	2.50%	MA SP	3917420203 MI DEPT OF INFO TECH/DIMONDALE	084N7700048		33274	92606	1	MDOS remittance processing

MA/SP = 9 X 5 X 4

Annual CAP runs through July 31, 2022

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
**PROCUREMENT**

525 W. ALLEGAN STREET  
LANSING, MI 48933

P.O. BOX 30026  
LANSING, MI 48909

CHANGE NOTICE NO. 3  
to  
CONTRACT NO. 071B2200257  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Unisys Corporation 578 Shelbourne Drive Rochester Hills MI, 48309	Meredith Hughes	meredith.hughes@unisys.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(248) 805-5014	*****7840

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Richard Novello	517-241-4449	NovelloD@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	James Topping	517-284-7032	toppingj@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Unisys & Mainframe Environment Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2012	July 31, 2015	2 - 1 Year	July 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		July 31,2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$23,009,884.41		\$ 0.00	\$23,009,884.41	
DESCRIPTION: Effective date February 19, 2016 the second option year available on this contract is hereby exercised. The revised contract expiration date is July 31, 2017. Program Manager updated to Richard Novello.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

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

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B2200257**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Unisys Corporation 578 Shelbourne Drive Rochester Hills, MI 48309	Meredith Hughes	Meredith.hughes@unisys.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 805-5014	7840

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	David Bengel	517-241-2921	bengeld@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Unisys & Mainframe Environment Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2012	July 31, 2015	2, one year	July 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One year	July 31, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$23,009,884.41		\$0.00	\$23,009,884.41	

**DESCRIPTION:**

Effective date April 1, 2015 the first option year available on this contract is hereby exercised. The revised contract expiration date is July 31, 2016.

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

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

**CHANGE NOTICE NO.1**  
to  
**CONTRACT NO. 071B2200257**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Unisys Corporation 578 Shelbourne Drive Rochester Hills, MI 48309	Meredith Hughes	Meredith.hughes@unisys.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 805-5014	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Bengel	517-241-2921	bengeld@michigan.gov
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Unisys &amp; Mainframe Environment Support</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2012	July 31, 2015	2, one year	July 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		July 31, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$0.00			\$23,009,884.41	
Effective March 6, 2013, the following language is added to this contract:  "The Administrative Fee referenced in Section 2.281-MiDEAL of the contract shall only be applicable to MiDEAL purchases and not to state purchases."  All other terms, conditions, pricing and specifications remain the same. Per DTMB Procurement approval.				



STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48913

**NOTICE  
 OF  
 CONTRACT NO. 071B2200257  
 Between  
 THE STATE OF MICHIGAN  
 And**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Unisys Corporation 578 Shelbourne Drive Rochester Hills, MI 48309	Meredith Hughes	meredith.hughes@unisys.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 805-5014	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Bengel	(517) 241-2921	<a href="mailto:bengeld@michigan.gov">bengeld@michigan.gov</a>
BUYER:	DTMB	Reid Sisson	(517) 241-1638	<a href="mailto:sissonr@michigan.gov">sissonr@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Unisys &amp; Mainframe Environment Support</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
<b>3 Yrs.</b>	<b>August 1, 2012</b>	<b>July 31, 2015</b>	<b>2, 1 Yr. Options</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
<b>N/A</b>			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of RFP-RS-084R2200077, including Article 1 of the RFP, as revised and attached to this Contract, and Contractor's Response to the RFP dated May 17, 2012, are made a part hereof. In the event of a conflict, the terms in the body of the attached Article 2 of this Contract shall control.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$23,009,884.41</b>

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48913

**CONTRACT NO. 071B2200257**  
**Between**  
**THE STATE OF MICHIGAN**  
**And**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Unisys Corporation 578 Shelbourne Drive Rochester Hills, MI 48309	Meredith Hughes	meredith.hughes@unisys.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 805-5014	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Bengel	(517) 241-2921	<a href="mailto:bengeld@michigan.gov">bengeld@michigan.gov</a>
BUYER:	DTMB	Reid Sisson	(517) 241-1638	<a href="mailto:sissonr@michigan.gov">sissonr@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Unisys &amp; Mainframe Environment Support</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Yrs.	August 1, 2012	July 31, 2015	2, 1 Yr. Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of RFP-RS-084R2200077, including Article 1 of the RFP, as revised and attached to this Contract, and Contractor's Response to the RFP dated May 17, 2012, are made a part hereof. In the event of a conflict, the terms in the body of the attached Article 2 of this Contract shall control.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$23,009,884.41

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the RFP-RS-084R2200077. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

All terms and conditions of the request for proposal are made a part hereof.

---

---

**FOR THE CONTRACTOR:**

Firm Name  
**Unisys Corporation**

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

---

---

**FOR THE STATE:**

Signature

\_\_\_\_\_  
**Jeff Brownlee, Chief Procurement Officer**

\_\_\_\_\_  
Name/Title  
**DTMB Procurement**

\_\_\_\_\_  
Division

\_\_\_\_\_  
Date

## Table of Contents

<b>Article 1 – Statement of Work (SOW)</b>	<b>8</b>
<b>1.000 Project Identification</b>	<b>8</b>
1.001 Project Request	8
1.002 Background	8
<b>1.100 Scope of Work and Deliverables</b>	<b>8</b>
1.101 In Scope	8
1.102 Out Of Scope	8
1.103 Environment	9
 <i>The Disaster Recovery (DR) project is a portfolio of operational initiatives, all designed to enhance current hosting center offerings in the mode of IT industry best practices. A Project Manager is needed to move forward the State's Disaster Recovery Project initiatives. The scope of this service includes the following:</i>	
<b>1.200 Roles and Responsibilities</b>	<b>17</b>
1.201 Contractor Staff, Roles, And Responsibilities	17
1.202 State Staff, Roles, And Responsibilities	18
1.203 Reserved	19
<b>1.300 Project Plan</b>	<b>20</b>
1.301 Operations and Project Plan Management	20
1.302 Reports	20
<b>1.400 Project Management</b>	<b>20</b>
1.401 Issue Management	20
1.402 Risk Management	21
1.403 Change Management	21
<b>1.500 Acceptance</b>	<b>22</b>
1.501 Criteria	22
1.502 Final Acceptance	22
<b>1.600 Compensation and Payment</b>	<b>22</b>
1.601 Compensation And Payment	22
1.602 Holdback	23
 <b>Article 2, Terms and Conditions</b>	 <b>24</b>
<b>2.000 Contract Structure and Term</b>	<b>24</b>
2.001 Contract Term	24
2.002 Options to Renew	24
2.003 Legal Effect	24
2.004 Attachments & Exhibits	24
2.005 Ordering	24
2.006 Order of Precedence	24
2.007 Headings	25
2.008 Form, Function & Utility	25
2.009 Reformation and Severability	25
<b>2.010 Consents and Approvals</b>	<b>25</b>
2.011 No Waiver of Default	25
2.012 Survival	25
<b>2.020 Contract Administration</b>	<b>25</b>
2.021 Issuing Office	25
2.022 Contract Compliance Inspector - Reserved	25
2.023 Program Manager - reserved	26
2.024 Change Requests	26
2.025 Notices	27
2.026 Binding Commitments	27
2.027 Relationship of the Parties	27
2.028 Covenant of Good Faith	27
2.029 Assignments	27
<b>2.030 General Provisions</b>	<b>27</b>
2.031 Media Releases	27
2.032 Contract Distribution	28
2.033 Permits	28
2.034 Website Incorporation	28

2.035	Future Bidding Preclusion	28
2.036	Freedom of Information	28
2.037	Disaster Recovery	28
<b>2.040</b>	<b>Financial Provisions</b>	<b>28</b>
2.041	Fixed Prices for Services/Deliverables	28
2.042	Adjustments for Reductions in Scope of Services/Deliverables	28
2.043	Services/Deliverables/PRODUCTS Covered	28
2.044	Invoicing and Payment – In General	29
2.045	Pro-ration	29
2.046	Antitrust Assignment	29
2.047	Final Payment	29
2.048	Electronic Payment Requirement	29
<b>2.050</b>	<b>Taxes</b>	<b>30</b>
2.051	Employment Taxes	30
2.052	Sales and Use Taxes	30
<b>2.060</b>	<b>Contract Management</b>	<b>30</b>
2.061	Contractor Personnel Qualifications	30
2.062	Contractor Key Personnel	30
2.063	Re-assignment of Personnel at the State's Request	31
2.064	Contractor Personnel Location	31
2.065	Contractor Identification	31
2.066	Cooperation with Third Parties	31
2.067	Contract Management Responsibilities	31
2.068	Contractor Return of State Equipment/Resources	31
<b>2.070</b>	<b>Subcontracting by Contractor</b>	<b>31</b>
2.071	Contractor full Responsibility	31
2.072	State Consent to delegation	32
2.073	Subcontractor bound to Contract	32
2.074	Flow Down	32
2.075	Competitive Selection	32
<b>2.080</b>	<b>State Responsibilities</b>	<b>32</b>
2.081	Equipment	32
2.082	Facilities	32
<b>2.090</b>	<b>Security</b>	<b>33</b>
2.091	Background Checks	33
2.092	Federal Tax Return Information and SECURITY BREACH NOTIFICATION	33
2.093	PCI DATA Security Requirements – Deleted/NA	33
<b>2.100</b>	<b>Confidentiality</b>	<b>33</b>
2.101	Confidentiality	33
2.102	Protection and Destruction of Confidential Information	33
2.103	Exclusions	34
2.104	No Implied Rights	34
2.105	Respective Obligations	34
<b>2.110</b>	<b>Records and Inspections</b>	<b>34</b>
2.111	Inspection of Work Performed	34
2.112	Examination of Records	34
2.113	Retention of Records	34
2.114	Audit Resolution	35
2.115	Errors	35
<b>2.120</b>	<b>Warranties</b>	<b>35</b>
2.121	Warranties and Representations	35
2.122	Warranty of Merchantability	36
2.123	Warranty of Fitness for a Particular Purpose	36
2.124	Warranty of Title – Refer to Exhibit 2	36
2.125	Equipment Warranty – Refer to exhibit 2	36
2.126	Equipment to be New	36
2.127	Prohibited Products	36
2.128	Consequences for Breach	36
<b>2.130</b>	<b>Insurance</b>	<b>37</b>
2.132	Subcontractor Insurance Coverage	38
2.133	Certificates of Insurance and Other Requirements	38
<b>2.140</b>	<b>Indemnification</b>	<b>39</b>

<b>2.150</b>	<b>Termination/Cancellation</b>	<b>40</b>
<b>2.160</b>	<b>Termination by Contractor</b>	<b>43</b>
2.161	Termination by Contractor	43
<b>2.170</b>	<b>Transition Responsibilities – DELETED/NA</b>	<b>43</b>
<b>2.180</b>	<b>Stop Work</b>	<b>43</b>
2.181	Stop Work Orders	43
2.182	Cancellation or Expiration of Stop Work Order	43
2.183	Allowance of Contractor Costs	43
<b>2.190</b>	<b>Dispute Resolution</b>	<b>44</b>
2.191	In General	44
2.192	Informal Dispute Resolution	44
2.193	Injunctive Relief	44
2.194	Continued Performance	44
<b>2.200</b>	<b>Federal and State Contract Requirements</b>	<b>45</b>
2.201	Nondiscrimination	45
2.202	Unfair Labor Practices	45
2.203	Workplace Safety and Discriminatory Harassment	45
2.204	Prevailing Wage - Reserved	45
<b>2.210</b>	<b>Governing Law</b>	<b>45</b>
2.211	Governing Law	45
2.212	Compliance with Laws	45
2.213	Jurisdiction	45
<b>2.220</b>	<b>Limitation of Liability</b>	<b>45</b>
2.221	Limitation of Liability	45
<b>2.230</b>	<b>Disclosure Responsibilities</b>	<b>46</b>
2.231	Disclosure of Litigation	46
2.232	Call Center Disclosure	47
2.233	Bankruptcy	47
<b>2.240</b>	<b>Performance</b>	<b>47</b>
2.241	Time of Performance	47
2.242	Service Level Agreement (SLA)	47
2.243	Liquidated Damages	48
2.244	Excusable Failure	48
<b>2.250</b>	<b>Approval of Fixed-Price Deliverables under Individual Statements of Work</b>	<b>49</b>
2.251	Delivery of Deliverables	49
2.252	Contractor System Testing	49
2.253	Approval of Deliverables, In General	50
2.254	Process for Approval of Written Deliverables	51
2.255	Process for Approval of Custom Software Deliverables	51
2.256	Final Acceptance	51
<b>2.260</b>	<b>Ownership</b>	<b>51</b>
2.261	Ownership of Work Product by State	51
2.262	Vesting of Rights	52
2.264	Ownership of Materials	52
<b>2.270</b>	<b>State Standards</b>	<b>52</b>
2.271	Existing Technology Standards	52
2.272	Acceptable Use Policy	52
2.273	Systems Changes	52
<b>2.280</b>	<b>Extended Purchasing</b>	<b>53</b>
2.281	MiDEAL (Michigan Delivery Extended Agreements Locally	53
2.282	State Employee Purchases - reserved	53
<b>2.290</b>	<b>Environmental Provision</b>	<b>53</b>
2.291	Environmental Provision	53
<b>2.300</b>	<b>Deliverables – Deleted/NA</b>	<b>54</b>
<b>2.310</b>	<b>Software Warranties</b>	<b>55</b>
2.311	Performance Warranty – Deleted/NA	55
2.312	No Surreptitious Code Warranty	55
2.313	Calendar Warranty	55

2.314	Third-party Software Warranty	55
2.315	Physical Media Warranty	55
<b>2.320</b>	<b>Software Licensing - Reserved</b>	<b>56</b>
<b>2.330</b>	<b>Source Code Escrow – DELETED/NA</b>	<b>56</b>
<b><i>EXHIBIT 1</i></b>	<b><i>Glossary</i></b>	<b><i>57</i></b>
	<b>Use of Site</b>	<b>75</b>
	<b>Disclaimers</b>	<b>75</b>
	<b>Limitation of Liability</b>	<b>75</b>
	<b>Forward Looking Statements</b>	<b>75</b>
	<b>Links to Third Party Sites</b>	<b>76</b>
	<b>Linking to This Site</b>	<b>76</b>
	<b>Trademarks</b>	<b>76</b>
	<b>User Feedback</b>	<b>76</b>
	<b>User Forums</b>	<b>76</b>
	<b>Governing Law</b>	<b>76</b>
	<b>Import/Export</b>	<b>76</b>
	<b>Privacy</b>	<b>76</b>
	<b>Indemnification</b>	<b>76</b>
	<b>No Waiver</b>	<b>76</b>
	<b>Notices and Procedures for making Claims of Copyright Infringement.</b>	<b>77</b>

## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 PROJECT REQUEST**

The purpose of this Contract is to support the State's current Unisys Mainframe Computing System and Unisys Legacy Environments, including procurement and support of hardware, associated software and licenses, maintenance and support and operations.

#### **1.002 BACKGROUND**

The DTMB's Data Center Operations provides centralized hosting services for all State of Michigan Agencies. The cornerstone to this operation for many critical applications is the Unisys mainframe computing system. DTMB's client state agencies have projected a need for these devices and services for the next three years and beyond. This RFP seeks to establish a vehicle for ongoing maintenance and support for the systems now in place, and also to anticipate future need. The goal of this RFP is to maintain a robust computing environment for our partner agencies by assuring continuity of current services as well as a pathway for enhancing and upgrading those services to increase efficiency, performance and opportunities for fiscal savings.

The current Unisys Libra mainframe computer is an essential element of the State's data center; interacting with hundreds of servers and applications in order to deliver services to the citizens of the State of Michigan. The current number of software applications running in the mainframe environment is estimated at over 5,000, comprising an estimated 3.5 million lines of source code.

### **1.100 Scope of Work and Deliverables**

#### **1.101 IN SCOPE**

- Mainframe Hardware
- Software
- Support and Maintenance
  - Hardware Maintenance
  - Software Support
  - SAM for LIBRA
- Operations Services
  - Data Center Project Management
  - Disaster Recovery Project Management
  - Disaster Recovery Architecture
  - ITAM Software Specialist
  - LIBRA Engineer
  - DMS-II Database Administration
- Support Services
  - Installation
  - Integration
  - Configuration
  - Implementation

A more detailed description of the services (work) and deliverables sought for this project is provided in **Section 1.104, Work and Deliverables**. The State reserves the right (depending on mutual agreement with the Contractor) to add spending authority to this Contract to purchase products and services.

#### **1.102 OUT OF SCOPE**



All hardware, software products and support services required to maintain this system are within scope. Everything else is out of scope.

### **1.103 ENVIRONMENT**

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

#### **Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB 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 MDTMB. 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 MDTMB 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 MDTMB, before work may proceed based on the changed environment.

#### **Enterprise IT Security Policy and Procedures:**

[http://www.michigan.gov/documents/dmb/1310\\_183772\\_7.pdf](http://www.michigan.gov/documents/dmb/1310_183772_7.pdf)

[http://www.michigan.gov/documents/dmb/1310.02\\_183775\\_7.pdf](http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf)

[http://www.michigan.gov/documents/dmb/1325\\_193160\\_7.pdf](http://www.michigan.gov/documents/dmb/1325_193160_7.pdf)

[http://www.michigan.gov/documents/dmb/1335\\_193161\\_7.pdf](http://www.michigan.gov/documents/dmb/1335_193161_7.pdf)

[http://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](http://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

[http://www.michigan.gov/documents/dmb/1350.10\\_184594\\_7.pdf](http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf)

#### **The State's security environment includes:**

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

#### **IT Strategic Plan:**

<http://www.michigan.gov/itstrategicplan>

#### **IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/som/Look\\_and\\_Feel\\_Standards\\_302051\\_7.pdf](http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf)

#### **The State Unified Information Technology Environment (SUITE):**

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

#### **Agency Specific Technical Environment**

The following items are included in the Unisys portfolio and are a part of this request:

- A. UNISYS Production Libra 690 and Virtual Tape Library
- B. UNISYS Development Libra 690 and UNISYS DR Libra 680
- C. MDOS Remittance Processors
- D. DLARA Remittance Processors
- E. MAIN COLD System

Details for these systems are included in Attachment A.

F. UNISYS Agile Business Suite – support for MSP installation

Contract Number	Ordered Style	Service Plan	Agency
45023	ABD 321-VSN	Bus Critical 24x7 2hr response	MSP
45023	ABD 321-VSN	Bus Critical 24x7 2hr response	MSP
45023	ABR 40-JEE	Bus Critical 24x7 2hr response	MSP

## 1.104 Work And Deliverable

### I. Services and Deliverables To Be Provided -

For the purpose of preparing proposals, Vendors should contemplate that current systems' support, operations, and availability of new products and services for purchase systems will be transferred to this Contract by the Contract start date.

The State reserves the right, at its sole determination, to procure goods and services from any other contract, based on best value.

#### A. Hardware

Contractor will provide Unisys mainframe computers, parts, and associated peripheral equipment for the purposes of replacing existing hardware, upgrading hardware, or purchase of new systems. In addition, Contractor may provide third-party mainframe hardware that is supported directly by Unisys. Hardware shall include all applicable software operating systems and firmware needed for successful operation, including software upgrades for replacement systems. Hardware shall include two printed copies of all applicable user and technical manuals.

Equipment that has not yet entered the production phase of the manufacturer may not be sold under this Contract.

Contractor may only provide hardware that includes a warranty, or for which maintenance can be purchased.

Contractor will furnish the State, at its request, hardware leasing options.

#### B. Software

Software includes software license, software media, and software technical and user manuals, to which Contractor will provide any combination at the State's request. Contractor will provide:

- Unisys software relating the operation, administration, and interface of Unisys mainframe hardware
- Unisys software relating to the operation, administration, and monitoring of software applications running on the State's mainframe environment.
- Unisys Remittance Processor Software used in existing State systems.
- Unisys ABSuite Software used in existing State systems.
- Unisys Enterprise Output Manager Software used in existing State systems.

Software that the publisher has not made available as Generally Available (beta- or earlier releases) may not be sold under this Contract.

Contractor must provide a detailed description of the infrastructure requirements for the software proposed. For example, the database, operating systems (including versions), and hardware required for maximum effectiveness of

the software. At the State's request, Contract will recommend and describe proposed architecture, technology standards, and programming environment.

Contractor shall provide prior to purchase a copy of any software's applicable License Agreement. License Agreements shall not conflict with the Article 2 Terms and Conditions of this Contract; in the event that such a conflict exists, the terms of the Contract shall supersede and take precedence. License Agreements shall not require the State to indemnify Licensors or any third parties.

Contractor shall not provide unlicensed software to the State. Contractor shall only provide installable copies of software for which the State has obtained license. For software installations where separately licensed functions or features are bundled in the same executable file, Contractor shall be responsible to provide control of access to the separately licensed features, through issue of a license authorization key or equivalent method.

License verification, compliance, & audit terms, if they exist as part of an applicable contract or software license agreement, must be identified as part of any audit. As part of an audit, DTMB will only provide information relevant to determine license-compliance. DTMB reserves the right to request explanation of the relevance of any information the software vendor requests and is the sole authority for determining the information's relevance to license compliance. DTMB will not install software measurement or compliance tools on State computing systems as part of an audit. DTMB may at its discretion agree to use software tools it has pre-tested or made standard for such purposes. If it becomes necessary to provide State sensitive data to a vendor as part of an audit, the Contractor shall comply with all State laws, policies, & procedures, for protection of sensitive data. Contractor shall accept full responsibility and liability for risk of compromise of sensitive data.

### **C. Support and Maintenance**

General (hardware and software):

Contractor will provide support and maintenance on all of the State's existing mainframe hardware and associated software, and for all existing Remittance Processor software, ABSuite software, and Enterprise Output Manager Software. In addition, Contractor will provide support and maintenance for all new hardware and software procured under this Contract.

Contractor shall offer support and maintenance at the following service levels:

- Standard 9x5 4hr response: Contractor is available to provide service Monday through Friday, 8:00AM to 5:00PM eastern time. Contractor must respond to service requests within four business-hours of receiving the initial contact.
- 9x5 Next Bus Day response: Contractor is available to provide service Monday through Friday, 8:00AM to 5:00PM eastern time. Contractor must respond to service requests by the next business day of receiving the initial contact.
- Bus Critical 24x7 2hr response: Contractor is available 24 hours a day, Sunday through Saturday, to provide service. Contractor must respond to service requests within two chronic hours (not business-hours) of receiving the initial contact.
- Bus Critical 24x7 4hr response: Contractor is available 24 hours a day, Sunday through Saturday, to provide service. Contractor must respond to service requests within four chronic hours (not business-hours) of receiving the initial contact.

A detail of the State's current existing inventory of items requirement maintenance is included in Attachment A. In addition, Attachment A specifies the required Service Level Agreement response times for each of the components.

Contractor shall provide access to maintenance 24 x 7 x 365 through a designated field engineer, who may be available on site or on call, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management. Contractor shall comply with State DCO standard operating procedures for failure of critical State IT systems.

Hardware Maintenance:

Contractor will provide hardware maintenance that will be performed by qualified personnel familiar with the hardware.

Software Support

Software Support includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licenses maintaining a software support contract. For all software licensed by the State, Contractor will provide information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software. Contractor will provide timely notification of software roadmaps and end-of-life dates for hardware and software. For all supported versions of software, Contractor will provide the following support services:

- Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
- Material Defects. The State will be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

#### Unisys Support Account Manager (SAM)

Contractor shall provide a dedicated SAM to the State to perform the following Support and Maintenance functions:

1. Quarterly Reviews of Software Incidents. Discussion topics include software support calls and status, open issues, and progress of the resolution of software support service requests and problems reported via UCFs.
2. Quarterly System Healthcheck Reports, intended to proactively highlight potential problem areas warranting further evaluation and to provide remotely collected data on system load, memory, processor, network, and disk usage.
3. Monthly Support Status Review Call. This establishes monthly communication between Unisys and the State, provides the opportunity to review and discuss open activities or actions, upcoming planned events, plans for new software upgrades and migration (including a review of any known problems), and any additional topics.
4. Escalation Management. As the State of Michigan's personal liaison into the Unisys support center, the SAM will manage all service related issues that are critical to the performance of the State of Michigan's Unisys systems.

5. Support Consulting. The consulting hours (up to 20 hours per year) included as part of your SAM engagement provide the State of Michigan with consulting services that can be used to obtain assistance from Unisys for technical issues related to product usage and administrative/operational tasks. An example of one such service is Software Update Management for mission-critical client environments or enterprise-wide server environments. This service evaluates the client's current software levels and makes recommendations for updates relative to the client's system software levels configuration. The main focus is to identify updates or patches that are critical to improve performance and security.

#### **D. Operations Services**

Contractor will provide the following Operations Services for support of State's mainframe environment [at the State's request](#):

1. Data Center Project Manager

The Data Center Hosting project is a slate of operations initiatives, all designed to enhance current hosting center capabilities in the mode of IT industry best practices. Project Management is needed to assist with moving this slate of facilities, operations and process improvement initiatives forward. The scope of this service is to provide consulting and project management for the DTMB, Data Center Operations Hosting projects, including the following:

- a. Provide consulting and project management leadership for a slate of small- and medium-sized Information Technology projects, including but not limited to Data Center Hosting Center Electrical Enhancement project for 2011/2012.
- b. Provide project management, coordination and oversight for project implementation, which includes planning, organizing, consulting and serving as liaison with management and internal/external customers.
- c. Interface with multiple teams for the duration of projects and serve as a liaison to DTMB Staff and vendors.
- d. Oversee project implementation ensuring adherence to SOM Project Management methodology and standards.
- e. Maintain the portfolio of Data Center Hosting project initiatives, their statuses, outstanding issues, timeframes and milestones.
- f. Provide project management in the development and delivery of technology projects. Specifically:
  - Manage and oversee IT projects for the Data Center with a wide number of variables, including planning, organizing, estimating and consulting with both management and customers to achieve goals and objectives.
  - Develop work plans and resource requirements; identify tasks and budget necessary to complete the project.
  - Organize project plan for implementation to best meet the requirements, time and budget.
  - Ensure that management, and client affected State agencies and contractors agree to project commitments.
  - Assign project tasks to project team and monitor progress.
  - Apply quality assurance methods to ensure requirements and project implementation specifications are consistent with project goals, budgets and standards.
  - Obtain customer and management approval for completed projects.
- g. Provide specialist consulting regarding power solutions, architectural considerations, air conditioning options to insure the hosting centers are moving toward UpTime Institute Tier III level, including but not limited to:
  - Provide environmental solution recommendations for replacement of the Lake Superior Hosting Center's ten Computer Room Air Conditioners (CRAC) units (eight of them purchased in 1994). The Lake Superior Hosting Center has 320 tons of cooling capacity.
  - Research and present options for the next generation of cooling options compatible with DTMB Energy Plant directions.
  - Monitor and review power usage trends at all hosting centers and recommend action.
- h. Serve as the primary liaison to client and team members on project activity. Specifically:

- Serve as liaison between the division and clients regarding project schedules, status, issues and requirements.
  - Facilitate project planning and requirements with clients to define business needs, project objectives, and project scope.
  - Develop project tracking reports for management review of project progress.
  - Keep project team members and management informed on all project action and task status.
  - Coordinate implementation of initiatives of initiatives with client to minimize impact on customer normal operating procedures.
- i. Support overall goals and objectives of the project and facilitate communication. Specifically:
- Maintain needed communication with DTMB Management.
  - Maintain the slate of Data Center Project initiatives, their status, outstanding issues, timeframes and milestones.
  - Participate in bi-weekly project managers meetings, and staff meetings as required.
  - Participate in discussions on improving methods of communication and project delivery.
  - Participate in planning future directions and provide recommendations for improvement.

## 2. Disaster Recovery Project Manager

The Disaster Recovery (DR) project is a portfolio of operational initiatives, all designed to enhance current hosting center offerings in the mode of IT industry best practices. A Project Manager is needed to move forward the State's Disaster Recovery Project initiatives. The scope of this service includes the following:

- a. Serve as Project Manager in the development and delivery of the Disaster Recovery technology project. Specifically:
- Manage and oversee IT DR projects for the Data Center with a wide number of variables, including planning, organizing, estimating and consulting with both management and customers to achieve goals and objectives.
  - Develop work plans and resource requirements; identify tasks and budget necessary to complete the project.
  - Organize project plan for implementation to best meet the requirements, time and budget.
  - Ensure that management, and client affected State agencies and contractors agree to project commitments.
  - Assign project tasks to project team and monitor progress.
  - Apply quality assurance methods to ensure requirements and project implementation specifications are consistent with project goals, budgets and standards.
  - Obtain customer and management approval for completed projects.
- b. Serve as the primary liaison to the customer and team members on DR project activity. Specifically:
- Serve as liaison between the division and clients regarding project schedules, status, issues and requirements.
  - Facilitate project planning and requirements with clients to define business needs, project objectives, and project scope.
  - Develop project tracking reports for management review of project progress.
  - Keep project team members and management informed on all project action and task status.
  - Coordinate implementation of initiatives of initiatives with client to minimize impact on customer normal operating procedures.

## 3. Disaster Recovery Systems Architect

The Disaster Recovery (DR) project is a portfolio of operational initiatives, all designed to enhance current hosting center offerings in the mode of IT industry best practices. A Systems Design Architect is needed to move forward the State's Disaster Recovery Program and will serve as its lead technician. The scope of this service includes the following:

- a. Work with the Project Manager to provide technology leadership for all Information Technology projects that fall under the purview of the Disaster Recovery Team.
- b. Provide expert-level design and guidance along with implementation of the SunGard software:
  - Living Disaster Recovery Planning System (LDRPS),
  - Business Impact Analysis (BIA)
  - Risk Assessment (RA)
- c. When called upon, supervise and lead the project teams, as well as serving as a liaison to Agency Staff, Department Staff and vendors. Specifically:
  - Facilitate planning for deliberation on a specific aspect or component of the application to meet requirements and budget factors within the project scope.
  - Assist with the statuses, outstanding issues, timeframes and milestones for the overall group.
  - Ensure through the latest technology and fault-tolerant techniques that the disaster planning application is available at the highest level and/or has previously produced recovery/resumption plans that are accessible at the time of an "event".
  - Coordinate activities with Server Teams, the Database Group and senior DR staff to install new companion products, upgrade and maintain the latest versions of the vendor software.
  - Utilize the internal tools of the DR Content Management System (CMS) application to modify the entry screens, the database repository and Report Writer output sub-system for enhanced effectiveness by the SOM.
  - Create multiple custom application navigation flows based upon Plan type for optimized data capture tuned to the SOM-defined Table of Contents for the expected plan output results.
  - Work with senior DR staff to complete and maintain custom security roles that reflect the access necessary for different Agency and DTMB Staff, including identification of different requirements among multiple security roles.

4. Onsite LIBRA Support Specialist

The State's current Unisys Libra XXX computing environment requires an onsite LIBRA Support Specialist. The scope of this service includes the following:

- a. Standard hardware maintenance activities: remedial maintenance, parts replacement, mandatory Field Change Notice installations, preventive maintenance
- b. Perform locally the following tasks on an as-needed basis:
  - Equipment installations, moves, adds, changes, disposals (IMACDs)
  - Install firmware upgrades
  - Monitor and analyze storage arrays
  - Threshold management and monitoring
  - Test and certify servers
  - Analyze configurations and databases
  - Check system log reports
  - Train your operations staff in the proper handling of system console messages
  - Coordinate activities with support personnel

5. Onsite LIBRA Operating Systems Support Specialist

The State's current Unisys Libra XXX computing environment requires a LIBRA Operating Systems Support Specialist. The scope of this service includes the following:

- a. Support, update, patch and/or repair the MCP instance.
- b. Support, update, patch and/or repair the COMS instance.
- c. Support, update, patch and/or repair the TCPIP/BNA communications instance.
- d. Support, manage, update, patch and/or repair the Disaster Recovery system.
- e. Support over 5200 station mappings.
- f. Support, update, patch and/or repair the CANDE environment.
- g. Support, update, patch and/or repair the over 80 ALGOL utilities.
- h. Administer connected databases.

6. DMS-II Database Administrator

The State's current Unisys Libra computing environment uses a Unisys DMS-II Database, which requires a dedicated Database Administrator. The scope of this service includes the following:

- a. Provide Unisys Libra Mainframe application development support.
- b. Monitor performance of all Mainframe production databases.
- c. Redesign or reorganize databases to optimize performance, when necessary.
- d. Educate application programmers on Unisys Libra Mainframe DMS-II programming language constructs.
- e. Monitor the development of new application programs to ensure that efficient coding practices are employed, and that database integrity is maintained.
- f. Perform database extracts to support other State of Michigan initiatives.
- g. Manage developers in selection and use of other file management options and access tools.
- h. Perform troubleshooting procedures, such as reviewing database access and usage for performance issues.
- i. Oversee mainframe database design and maintenance.
- j. Mentor other database administrators.
- k. Act as a database architect for all new database creation and for changes made to existing databases to accommodate new application initiatives.
- l. Develop and maintain procedures for backing up and recovering all databases.
- m. Serve as technical consultant to State agencies with regard to data structures and efficient applications processes.
- n. Design data and process flows.
- o. Make recommendations on applications and processes.

7. IT Asset Management (ITAM) Software Specialist

The ITAM Software Specialist shall provide the following services:

- a. Technical support and development services for the state's Information Technology Asset Management (ITAM) system
- b. Technical architecture and integration of the user interface with ITAM.
- c. Integration of the Automated Asset Receiving and Tracking (AART) into ITAM.
- d. Integration of the Automated Asset Recovery Program (AARP) into ITAM and Microsoft's System Center Configuration Manager (SCCM).
- e. Technical architecture and integration of the Automated Asset Trucking and Shipping (AATS) into ITAM.
- f. Technical architecture and integration of the Automated Billing from ITAM.
- g. Technical architecture and integration of the Exemption Program with ITAM.
- h. Technical architecture and integration of the software definition program with ITAM.
- i. Technical architecture and integration of the Research Analysis Deployment and Reporting (RADAR) with ITAM.
- j. Integration of Radio-frequency identification (RFID) data points at the Depot into ITAM
- k. Technical support with integration points between the iTRAC (the web based tool used for initiating and tracking State of Michigan Purchases) and the Remedy Change management system.
- l. Technical architecture and integration services for the State's enterprise wide Michigan/1 ADOPOT desktop standardization and desktop management project.
- m. Technical architecture and integration services of the Challenge Response System.

**E. Hardware and Software Support Services**

At the State's option and request, Contractor will provide limited support services for hardware and software purchased or maintained under this Contract. Services purchased from this Contract must be related to the installation, integration, configuration or implementation of products purchased or maintained through this Contract and of a temporary nature of six (6) months or less. The expectation is that service costs will be 50% or less of the total project/product cost. Services for data migration and customization are not available under this Contract.

**II. Requirements**

**A. Minimum Mandatory Requirements:**

- 1. Contractor shall be an authorized distributor of Unisys hardware and software for sale to the State.
- 2. Contractor shall be an authorized provider of Unisys maintenance and support services for hardware and software, including all components of the State's current Unisys Libra computing environment.



## **B. Other Requirements**

### **1. Service Level Agreements (SLA):**

Contractor shall meet the following SLA's in providing services:

- a. Provide quote for Hardware: ten (10) business days
- b. Provide quote for Software: four (4) business days
- c. Provide proposal for Support Services per SOW: ten (10) business days
- d. Provide Maintenance per SLA's defined in warranties and service plans. For hardware and software in the State's existing systems, the current services plans are identified in Attachment A, under the column header: Service Plan Description. For new products purchased, the service plan will be defined at the time of purchase. Please see definitions provided in 1.104 Section A, I, C-Maintenance.

The State reserves the right to assess liquidated damages for failure by the Contractor to meet an SLA.

## **1.200 Roles and Responsibilities**

### **1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

#### **A. Contractor Staff**

The Contractor will provide resumes in Attachment D – Contractor Personnel and Organization for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

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

The State reserves the right to designate Key Personnel as part of an individual Statement of Work. The contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

## **B. On Site Work Requirements**

### **1. Location of Work**

The work is to be performed, completed, and managed at the Westshire Building; 515 Westshire Drive, Lansing, MI 48917, with occasional visits to other State Office Buildings within the greater Lansing area.

**2. Hours of Operation:**

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. Select Contractor staff will be available on call, 7 x 24 x 365 as a shared responsibility.
- c. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- d. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

**3. Travel:**

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

**4. Additional Security and Background Check Requirements:**

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

Contractor's Personnel and Organization are detailed in Attachment D.

**1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

Agency should specify State personnel dedicated to project, and identify their associated roles and responsibilities.

The State will provide the following resources for the Contractor's use on this project:

- Work space
- Minimal clerical support
- Desk
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine
- VPN access as appropriate
- Pager or cell phone as appropriate

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDTMB and Agency project manager:

**State Program Manager-**

MDTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures

- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
David Bengel	MDTMB DCO	Program Manager
Ronnie Albert	MDTMB DCO	Enterprise Platform Services Manager
Judith Odett	MDTMB Office Automation Services	Director
Matt Caterino	DTMB DCO	Disaster Recovery Manager
Dan Klodt	DTMB Agency Services	IT Application Manager
Bob Weldon	DTMB DCO	Hosting Center Manager

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

### **1.203 RESERVED**

### **1.300 Project Plan**

#### **1.301 OPERATIONS AND PROJECT PLAN MANAGEMENT**

##### **Orientation Meeting**

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

##### **Performance Review Meetings**

The State will require the Contractor to attend bi-weekly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

##### **Operations and Project Control**

1. The Contractor will carry out this operations and projects under the direction and control of MDTMB, Data Center Operations.
2. The Contractor will manage projects in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
  - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 120 days, updated semi-monthly).
    - Updates must include actual time spent on each task and a revised estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
  - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

#### **1.302 REPORTS**

Reporting formats must be submitted to the State's Project Manager for approval within twenty (20) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Quarterly System Health Check detailing:
  - Potential problem areas
  - system load, network, memory, processor, and disk usage
- Quarterly software incidents report, including
  - Software incidents
  - Progress of User Communication Form (UCF) service requests

### **1.400 Project Management**

#### **1.401 ISSUE MANAGEMENT**

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

- Level 1 – Business leads
- Level 2 – Project Managers
- Level 3 – Executive Subject Matter Experts (SME's)

#### **1.402 RISK MANAGEMENT**

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

#### **1.403 CHANGE MANAGEMENT**

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the MDTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the MDTMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

## **1.500 Acceptance**

### **1.501 CRITERIA**

Acceptance criteria will be defined as needed, for specific purchases and individual Statements of Work.

### **1.502 FINAL ACCEPTANCE**

Based on criteria and requirements defined in individual Statements of Work, the State will approve a project for final acceptance and will authorize to make final payments, including any holdback amounts from previous deliverables.

## **1.600 Compensation and Payment**

### **1.601 COMPENSATION AND PAYMENT**

#### **Method of Payment**

The Cost and Discount Tables included in Attachment A, B, and C must be used as the format for submitting pricing information.

1. The State will pay for hardware and software purchased based on a minimum, not-to-exceed discount. In addition, Contractor is encouraged to offer additional discounts to hardware and software purchases.
2. In addition to products not specified in Attachment A – Essential Components and Replacement Costs, the State reserves the right to purchase in-scope products not specified in Attachment A.
3. The State will pay for computing systems' Million Instructions Per Second (MIPS) on an annual basis. Each system's number of MIPS will be defined in advance of the support and maintenance period. If the State's MIPS usage exceeds the purchased number of MIPS for the period, the State will purchase a true-up of MIPS. In this case, the MIPS true-up unit cost shall not exceed the in-advance MIPS unit cost.
4. The State will pay for support and maintenance on an annual, renewable basis.
5. The State will pay for Operations Services monthly, based on the number of hours each personnel works within the billing period.
6. The State will pay for Software Support Services, on a fixed-price, deliverable basis, as defined in the approved Statement of Work.

Bidders must complete the following attachments:

1. Attachment A – Essential Components and Replacement Costs
2. Attachment B – Essential Components Recurrent Costs
3. Attachment C – Other Costs and Cost Summary

#### **Travel**

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

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect.

#### **Statements of Work and Issuance of Purchase Orders**

- Unless otherwise agreed by the parties, each Statement of Work will include:
  1. Background
  2. Project Objective
  3. Scope of Work
  4. Deliverables
  5. Acceptance Criteria
  6. Project Control and Reports
  7. Specific Department Standards
  8. Payment Schedule
  9. Travel and Expenses
  10. Project Contacts
  11. Agency Responsibilities and Assumptions
  12. Location of Where the Work is to be performed
  13. Expected Contractor Work Hours and Conditions

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

## **Invoicing**

Contractor will submit properly itemized invoices to

DTMB – Financial Services

Accounts Payable

P.O. Box 30026

Lansing, MI 48909

or

[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

. Invoices must provide and itemize, as applicable:

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

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

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

## **1.602 HOLDBACK**

For any Statement of Work where Contractor will provide a deliverable, the State shall have the right to hold back an amount equal to ten percent (10 %) of all amounts invoiced by Contractor for Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

## **Article 2, Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 CONTRACT TERM**

This Contract is for a period of three (3) years beginning August 1, 2012 through July 31, 2015. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 OPTIONS TO RENEW**

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

#### **2.003 LEGAL EFFECT**

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

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

#### **2.004 ATTACHMENTS & EXHIBITS**

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

- Exhibit 1 Glossary
- Exhibit 2 Contractor Supplemental Contract Terms;
- Exhibit 3 Contractor's support Services website terms of use
- Exhibit 4: **TERMS FROM EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE TO IRS PUBLICATION 1075**

#### **2.005 ORDERING**

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

#### **2.006 ORDER OF PRECEDENCE**

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

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not



modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

## **2.007 HEADINGS**

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

## **2.008 FORM, FUNCTION & UTILITY**

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

## **2.009 REFORMATION AND SEVERABILITY**

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

### **2.010 Consents and Approvals**

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

## **2.011 NO WAIVER OF DEFAULT**

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

## **2.012 SURVIVAL**

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

### **2.020 Contract Administration**

## **2.021 ISSUING OFFICE**

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

Reid Sisson  
Buyer  
Purchasing Operations  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
[SissonR@michigan.gov](mailto:SissonR@michigan.gov)  
[517-241-1638](tel:517-241-1638)

## **2.022 CONTRACT COMPLIANCE INSPECTOR - RESERVED**

## **2.023 PROGRAM MANAGER - RESERVED**

### **2.024 CHANGE REQUESTS**

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

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

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

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

(1) **Change Request at State Request**

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) **Contractor Recommendation for Change Requests:**

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) **Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the applicable labor rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.**

(4) **By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").**

(5) **No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.**

(6) **If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.**

## **2.025 NOTICES**

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

State:

State of Michigan

Purchasing Operations

Attention:

PO Box 30026

530 West Allegan

Lansing, Michigan 48909

Contractor: Unisys Corporation

Name: Unisys OGC - Customer Contracts

Address: Unisys Corporation, 801 Lakeview Drive, Suite 100, Blue Bell, PA 19422

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

## **2.026 BINDING COMMITMENTS**

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

## **2.027 RELATIONSHIP OF THE PARTIES**

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

## **2.028 COVENANT OF GOOD FAITH**

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

## **2.029 ASSIGNMENTS**

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

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

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

## **2.030 General Provisions**

### **2.031 MEDIA RELEASES**

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

#### **2.032 CONTRACT DISTRIBUTION**

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

#### **2.033 PERMITS**

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

#### **2.034 WEBSITE INCORPORATION**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State. As a condition to using Contractor's support services website, the State acknowledges and agrees that its use of the site will be subject to the Terms of Use found in Exhibit 3..

#### **2.035 FUTURE BIDDING PRECLUSION**

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

#### **2.036 FREEDOM OF INFORMATION**

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

#### **2.037 DISASTER RECOVERY**

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

### **2.040 Financial Provisions**

#### **2.041 FIXED PRICES FOR SERVICES/DELIVERABLES**

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

#### **2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES**

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

#### **2.043 SERVICES/DELIVERABLES/PRODUCTS COVERED**

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

#### **2.044 INVOICING AND PAYMENT – IN GENERAL**

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

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

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

#### **2.045 PRO-RATION**

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

#### **2.046 ANTITRUST ASSIGNMENT**

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

#### **2.047 FINAL PAYMENT**

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

#### **2.048 ELECTRONIC PAYMENT REQUIREMENT**

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

## **2.050 Taxes**

### **2.051 EMPLOYMENT TAXES**

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes for those individuals on Contractor's payroll.

### **2.052 SALES AND USE TAXES**

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

## **2.060 Contract Management**

### **2.061 CONTRACTOR PERSONNEL QUALIFICATIONS**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship. Further, the State understands that Contractor may engage third party suppliers to support Contractor's maintenance and warranty support obligations for all of its customers, that such suppliers are not engaged specifically to provide Services to the State and are not "Subcontractors". Notwithstanding the above, all personnel assigned by Contractor to deliver the Services who are given direct access to the State's systems and facilities must comply with section 2.091.

### **2.062 CONTRACTOR KEY PERSONNEL**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have 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 shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the 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"). Unauthorized Removals 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. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the

State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

## **2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST**

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

## **2.064 CONTRACTOR PERSONNEL LOCATION**

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

## **2.065 CONTRACTOR IDENTIFICATION**

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

## **2.066 COOPERATION WITH THIRD PARTIES**

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

## **2.067 CONTRACT MANAGEMENT RESPONSIBILITIES**

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

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

## **2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES**

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

## **2.070 Subcontracting by Contractor**

## **2.071 CONTRACTOR FULL RESPONSIBILITY**

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

#### **2.072 STATE CONSENT TO DELEGATION**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. Such consent is given with respect to any Subcontractors identified in Contractor's proposal(s) or Statement(s) of Work accepted by the State under this Contract. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

#### **2.073 SUBCONTRACTOR BOUND TO CONTRACT**

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

#### **2.074 FLOW DOWN**

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

#### **2.075 COMPETITIVE SELECTION**

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

### **2.080 State Responsibilities**

#### **2.081 EQUIPMENT**

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

#### **2.082 FACILITIES**

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



## **2.090 Security**

### **2.091 BACKGROUND CHECKS**

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

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

### **2.092 FEDERAL TAX RETURN INFORMATION AND SECURITY BREACH NOTIFICATION**

Neither the Contractor nor the State anticipate that Contractor will be performing Services that require Contractor to access, use, store, transmit or process federal tax return information (FTI), and the State will only provide Contractor such FTI if the parties agree such FTI is necessary for Contractor's performance of the Services. To the extent that the terms are applicable to scope of services provided under the Contract based on the requirements of Internal Revenue Code (IRC) Section 6103(n), Contractor shall comply with requirements detailed in Exhibit 3 (which address requirements from Exhibit 7 of IRS Publication 1075).

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

### **2.093 PCI DATA SECURITY REQUIREMENTS – DELETED/NA**

## **2.100 Confidentiality**

### **2.101 CONFIDENTIALITY**

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

### **2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION**

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any

right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

### **2.103 EXCLUSIONS**

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

### **2.104 NO IMPLIED RIGHTS**

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

### **2.105 RESPECTIVE OBLIGATIONS**

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

#### **2.110 Records and Inspections**

### **2.111 INSPECTION OF WORK PERFORMED**

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

### **2.112 EXAMINATION OF RECORDS**

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

### **2.113 RETENTION OF RECORDS**

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

#### **2.114 AUDIT RESOLUTION**

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

#### **2.115 ERRORS**

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

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

### **2.120 Warranties**

#### **2.121 WARRANTIES AND REPRESENTATIONS**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and understands it must fulfill all of its obligations under this Contract. Contractor will assign resources to the performance of all of its obligations under this Contract in a timely, professional, and workman-like manner and in accordance with the performance and operational standards required under this Contract.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or license to use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software licenses or Deliverable for the State (including equipment, software and Deliverables manufactured, re-marketed or otherwise sold or licensed by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer or pass through to the State or its designees, or afford the State the benefits of, any available manufacturer's warranty for the equipment, software or Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage,

brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor that impact Contractor's ability to perform under this Contract.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

#### **2.122 WARRANTY OF MERCHANTABILITY**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

#### **2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

#### **2.124 WARRANTY OF TITLE – REFER TO EXHIBIT 2**

#### **2.125 EQUIPMENT WARRANTY – REFER TO EXHIBIT 2**

#### **2.126 EQUIPMENT TO BE NEW**

If applicable, all equipment provided under this Contract by Contractor shall be new or assembled from new or serviceable used parts that are like new in performance. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable if provided under the same terms as if the Equipment were new.

#### **2.127 PROHIBITED PRODUCTS**

Except as otherwise specified in an Order, the State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State and Contractor may substitute equivalent products. Contractor may add or delete items available for purchase on written notice to the State

#### **2.128 CONSEQUENCES FOR BREACH**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

## **2.130 Insurance**

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

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

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

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

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

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

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

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

☒ 1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations  
\$2,000,000 Products/Completed Operations Aggregate Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit

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

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

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

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

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

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

- ☒ 4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
- ☒ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of five million dollars (\$5,000,000.00) with a maximum deductible of one million dollars (\$1,000,000.00)
- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

## **2.132 SUBCONTRACTOR INSURANCE COVERAGE**

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

## **2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS**

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

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

**2.141 GENERAL INDEMNIFICATION**

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

Per State statute, the State cannot indemnify any other party.

**2.142 CODE INDEMNIFICATION**

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

**2.143 EMPLOYEE INDEMNIFICATION**

In any claims for which Contractor provides an indemnity under this Contract against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts.

**2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION**

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

In addition, should the Unisys Product, or Service, or its operation, become or in Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using such equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges paid for the Product, offset for past use. If the Product is returned to Unisys under (iii), above, Contractor will additionally be responsible, subject to the limitation of liability provisions in Section 2.221, for reimbursing the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

## **2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS**

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

## **2.146 INDEMNIFICATION PROCEDURES**

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages or prejudice attributable to the failure. Within 21 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, which shall be at the Contractor's expense if the claim is one subject to Contractor's indemnification obligations, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against such claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim (but the Contractor may still participate in the defense, at its expense) by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section; in which case the State must periodically advise the Contractor about the status and progress of the defense and must obtain the prior written approval of the Contractor before entering into any settlement of the claim or ceasing to defend against 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. In the event the Contractor's attorney represents the State under this Section, the Contractor's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor if it is determined that the claim was one against which Contractor was required to indemnify the State, in which case, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses for the defense of the claim.

## **2.150 Termination/Cancellation**

## **2.151 NOTICE AND RIGHT TO CURE**

If the Contractor breaches the contract, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to



cure is inapplicable for successive or repeated breaches for which the State has provided prior notice and opportunities to cure. In addition the State may suspend the Contract immediately without notice if it determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.152 TERMINATION FOR CAUSE**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing and providing opportunity for cure (if applicable) under Section 2.151, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay, subject to Section 2.221, all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources and which the State would not have incurred but for such termination ("Re-procurement Costs"). Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables and Products provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Products delivered and all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

#### **2.153 TERMINATION FOR CONVENIENCE**

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

## **2.154 TERMINATION FOR NON-APPROPRIATION**

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Services/Deliverables, equipment and Software delivered and Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed, Products delivered or Deliverables finally accepted before the effective date of termination.

## **2.155 TERMINATION FOR CRIMINAL CONVICTION**

The State may terminate this Contract immediately and without further liability or penalty (subject to its obligation to pay for Services and Products delivered) in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private contract or subcontract.

## **2.156 TERMINATION FOR APPROVALS RESCINDED**

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

## **2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION**

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract, the State must pay Contractor for all charges due for Products delivered and Services properly provided in accordance with the requirements of the Contract before the date of termination (including any amounts previously withheld pursuant to the 10% holdback, if applicable) and, if applicable, as a separate item of payment under this Contract, for Work In Progress, on a percentage of completion basis at the level of completion. All completed or partially completed

Deliverables prepared by Contractor under this Contract intended to be transferred to the State at the termination of the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

- (c) Upon a good faith termination, the State may assume, at its option, and to the extent permissible under such subcontracts or agreements, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

## **2.158 RESERVATION OF RIGHTS**

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

### **2.160 Termination by Contractor**

#### **2.161 TERMINATION BY CONTRACTOR**

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

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

### **2.170 Transition Responsibilities – DELETED/NA**

### **2.180 Stop Work**

#### **2.181 STOP WORK ORDERS**

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

#### **2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER**

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

#### **2.183 ALLOWANCE OF CONTRACTOR COSTS**

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

## **2.190 Dispute Resolution**

### **2.191 IN GENERAL**

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

### **2.192 INFORMAL DISPUTE RESOLUTION**

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

### **2.193 INJUNCTIVE RELIEF**

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

### **2.194 CONTINUED PERFORMANCE**

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

## **2.200 Federal and State Contract Requirements**

### **2.201 NONDISCRIMINATION**

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

### **2.202 UNFAIR LABOR PRACTICES**

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

### **2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

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

### **2.204 PREVAILING WAGE - RESERVED**

## **2.210 Governing Law**

### **2.211 GOVERNING LAW**

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

### **2.212 COMPLIANCE WITH LAWS**

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

### **2.213 JURISDICTION**

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

## **2.220 Limitation of Liability**

### **2.221 LIMITATION OF LIABILITY**

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to (i) except as

expressly provided otherwise in the indemnification provisions, amounts for which Unisys indemnifies the State pursuant to its Unisys indemnification obligations under this Contract for: (a) claims for infringement of United States patent, copyright, trademark or trade secrets or; (b) claims for personal injury or damage to tangible property caused by the gross negligence or willful misconduct of a party; (ii) claims covered by other specific provisions of this Contract calling for liquidated damages; or (iii) to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

Unless further limited elsewhere in this Contract, the Contractor's liability for damages to the State from any cause, regardless of the form of action, is limited to two times the value of the amounts paid to Unisys under the Contract during the twelve (12) month period immediately prior to the date Unisys receives notice of the claim for the specific products or services supplied by Unisys that are the subject matter of the claim or \$500,000, whichever is higher. The foregoing limitation of liability does not apply to (i) except as expressly provided otherwise in the indemnification provisions, amounts for which Unisys indemnifies the State pursuant to its Unisys indemnification obligations under this Contract for claims for: (a) infringement of United States patent, copyright, trademarks or trade secrets; or (b) claims for personal injury or damage to tangible property caused by the gross negligence or willful misconduct a party ; (ii) to claims covered by other specific provisions of this Contract calling for liquidated damages; or (iii) to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract. The State's liability for damages to the Contractor is limited to the value of the Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 DISCLOSURE OF LITIGATION**

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section 2.231.

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

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

## **2.232 CALL CENTER DISCLOSURE**

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

As of the date of this Contract, and based on the products that the State currently has enrolled in Unisys maintenance services, Unisys Support Center Services for the State are routed through Salt Lake City and provided from from Bangalore, India. Contractor will notify the State if there is a change in its call center locations supporting the State,

## **2.233 BANKRUPTCY**

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

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

Contractor will fix appropriate notices or labels on the Work in Progress which the State is intended to obtain title under the terms of this Contract to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State (as applicable).

## **2.240 Performance**

### **2.241 TIME OF PERFORMANCE**

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

### **2.242 SERVICE LEVEL AGREEMENT (SLA)**

- (a) SLAs will be completed with the following operational considerations:
  - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.

- (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

## **2.243 LIQUIDATED DAMAGES**

For Services subject to SLAs as documented in the Contract (which Services include those Services for which SLAs are designated in an SOW and those services identified as being subject to an SLA as documented in Article 1.104. C of the RFP and Unisys Proposal upon which this Contract is based) , the parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of such Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work, provided such liquidated damages will not exceed, in the aggregate, an amount equal to two times the value of the amounts paid to Unisys under the Contract during the twelve (12) month period immediately prior to the date Unisys receives notice of the claim for the specific products or services supplied by Unisys that are the subject matter of the claim or \$500,000, whichever is higher.

### **Unauthorized Removal of any Key Personnel**

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the 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 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 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 liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

## **2.244 EXCUSABLE FAILURE**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without



delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## **2.250 Approval of Fixed-Price Deliverables under Individual Statements of Work**

### **2.251 DELIVERY OF DELIVERABLES**

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable will be specified in each Statement of Work, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

### **2.252 CONTRACTOR SYSTEM TESTING**

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

## **2.253 APPROVAL OF DELIVERABLES, IN GENERAL**

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall, as a liquidated damage, bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor in accordance with Section 2.152. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

## **2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

## **2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES**

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

## **2.256 FINAL ACCEPTANCE**

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

### **2.260 Ownership**

## **2.261 OWNERSHIP OF WORK PRODUCT BY STATE**

With the exception of any pre-existing software or other intellectual property of Contractor or its licensors and any modifications or improvements to or derivative works of such items ("Contractor Intellectual Property"), the State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables, excluding any Contractor Intellectual Property..

## **2.262 VESTING OF RIGHTS**

With the sole exception of any Contractor Intellectual Property, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables, excluding the Contractor Intellectual Property.

## **2.263 RIGHTS IN DATA**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor or its Subcontractors, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its and its Subcontractors' employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information.

## **2.264 OWNERSHIP OF MATERIALS**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licenses bought through the Contractor by the State will be licensed directly to the State.

## **2.270 State Standards**

## **2.271 EXISTING TECHNOLOGY STANDARDS**

The Contractor will 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>.

## **2.272 ACCEPTABLE USE POLICY**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/documents/dmb/1460.00\\_184733\\_7.pdf](http://www.michigan.gov/documents/dmb/1460.00_184733_7.pdf). All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

## **2.273 SYSTEMS CHANGES**

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

## **2.280 Extended Purchasing**

### **2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY**

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst). Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

### **Administrative Fee**

1. The Contractor must remit an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals one percent (1%) of the total quarterly sales reported.
2. The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.
3. The Contractor must send the check to the following address:  
  
Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

### **2.282 STATE EMPLOYEE PURCHASES - RESERVED**

## **2.290 Environmental Provision**

### **2.291 ENVIRONMENTAL PROVISION**

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

**Environmental Purchasing Policy:** The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:** For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

**Labeling:** Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:** The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:** Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

### **2.300 Deliverables – Deleted/NA**

**2.311   PERFORMANCE WARRANTY – DELETED/NA**

**2.312   NO SURREPTITIOUS CODE WARRANTY**

The Contractor represents and warrants that it will not provide any copy of licensed Software to the State which contains any Self-Help Code and that it will not knowingly provide any Software containing any Unauthorized Code as defined below, subject to Contractor's obligations in this section to use up-to-date commercial virus detection software to detect and remove any Unauthorized Code . This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

**2.313   CALENDAR WARRANTY**

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

**2.314   THIRD-PARTY SOFTWARE WARRANTY**

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include either confirmation from the third party licensor of Contractor's license to use the third party software or a copy of any ownership agreement or license (redacted to exclude pricing or other confidential information) that authorizes the Contractor to use the Third-party Software.

**2.315   PHYSICAL MEDIA WARRANTY**

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

**2.320     Software Licensing - Reserved**

**2.330     Source Code Escrow – DELETED/NA**



## **EXHIBIT 1 Glossary**

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Custom Software Deliverable	Custom software originally created during a Project according to agreed specifications in the Statement(s) of Work, excluding modifications or enhancements to or derivative works of any pre-existing Software of Contractor or its licensors.
Deliverable	Written Deliverables or Custom Software Deliverables originally created by Contractor and to be delivered to the State in the performance of Services under this Contract, as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
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.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in a Statement of Work as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Project	The Services, tasks, and Deliverables described in a mutually agreed Statement of Work.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable or Reserved	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

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

## **EXHIBIT 2**

### **Unisys Supplemental Contract Terms:**

The following attached documents are included in this Exhibit 2:

- Unisys Master Agreement for Products and Services
- Unisys Support Services Addendum
- Unisys MCP Metered Software Schedule
- Unisys Order for Support Account Manager Services

Agreement Number



# Master Agreement for Products and Services

This Master Agreement for Products and Services is between Unisys Corporation, a Delaware corporation, with offices at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422 ("Unisys") and:

Client Name and Mailing Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Agreement consists of the terms and conditions on pages 1 through 5 and those of the following checked documents:

- |                          |               |   |
|--------------------------|---------------|---|
| <input type="checkbox"/> | 4305 4931-006 | Equipment Sale Schedule                         |
| <input type="checkbox"/> | 4305 4933-007 | Software License Schedule                       |
| <input type="checkbox"/> | 4305 4934-001 | Information Services Schedule                   |
| <input type="checkbox"/> | 4305 4940-005 | Support Services Addendum                       |
| <input type="checkbox"/> | 4305 4942-002 | Support Services Schedule                       |
| <input type="checkbox"/> | 4305 4944-002 | Support Services Schedule for Desktop Equipment |
| <input type="checkbox"/> | 4305 4935-002 | Svstems Integration Addendum                    |
| <input type="checkbox"/> | 4305 4936-002 | State and Local Government Addendum             |
| <input type="checkbox"/> | 4305 5383-002 | Statement of Work                               |
| <input type="checkbox"/> | 4305 7940-002 | OS2200 Metering Software Schedule               |
| <input type="checkbox"/> | 4305 7942-003 | MCP Metering Software Schedule                  |
| <input type="checkbox"/> | 4305 7944-001 | NDP Measured Software Schedule                  |
| <input type="checkbox"/> | 4305 7975-002 | Application Software Support Services Addendum  |
| <input type="checkbox"/> | 4305 7983-001 | Application Support Services Schedule           |
| <input type="checkbox"/> | _____         | _____   |
| <input type="checkbox"/> | _____         | _____   |
| <input type="checkbox"/> | _____         | _____   |

The parties acknowledge they have read and understand this Agreement (pages 1 through 6, including all checked and attached schedules and addenda) and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

**Agreed and Accepted**

Unisys Corporation

Client

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## Terms and Conditions

Intending to be legally bound by this Master Agreement for Products and Services (called the "Agreement"), Client and Unisys agree the following terms will apply to any order placed by Client and accepted by Unisys Corporation for the sale of equipment, for services provided, and for the license of software to Client under this Agreement. This Agreement does not obligate Client to place an order nor does it obligate Unisys to accept an order.

### Section 1 - Definitions

"**Confidential Information**" is Software, diagnostics, support materials, documentation, and any other information and materials confidential to Unisys, its licensors, or Client.

A "**non Unisys Product**" or "**non Unisys Software**" is a Product or Software, as the case may be, that has been manufactured for or furnished to Unisys by a third-party manufacturer, supplier or publisher, and that does not bear a Unisys trademark.

An "**Order**" is an order, statement of work, purchase order, or a Unisys schedule submitted by Client and accepted by Unisys.

A "**Product**" is equipment, Software, Software maintenance releases and updates, and documentation (including manuals and education materials but not maintenance materials or tools) provided by Unisys under an Order.

"**Services**" are any work provided by Unisys under an Order.

"**Software**" is the object code version of computer programs, any image enabler, license or performance key, any source code version that Unisys may provide, and any documentation related to the programs, excluding maintenance materials. Software includes microcode that is not permanently fixed in equipment.

A "**Unisys Product**" or "**Unisys Software**" is a Product or Software, as the case may be, that Unisys manufactures or has manufactured for it and that bears a Unisys trademark.

### Section 2 - Effective Date/Ordering Procedure

A binding contract between Unisys and Client for the sale and purchase of Products or Services or the license of Software under this Agreement begins on the later date when signed by both Client's authorized representative and an authorized representative of Unisys. Unisys will assign an agreement number ("Agreement Number") to identify this Agreement. Unisys may give information to Client concerning equipment, services, or software licenses that Client may wish to purchase from Unisys ("Quotes"). Quotes do not obligate Client or Unisys. Client may order Products or Services under this Agreement by giving orders to Unisys that reference the Agreement Number. When Client submits an order to Unisys, Client will pay Unisys any down payment or deposit shown in the order. Unisys may accept or decline Client orders. If Unisys declines Client's order, Unisys will return any down payment or deposit that Client paid Unisys with the order. This Agreement will apply to Orders and its terms will replace any preprinted terms contained in Client's Order. Unisys agrees to sell to Client the equipment, license the Software, and provide the Services, described in an Order. Unisys may substitute equal or better Product(s) on any Order.

### Section 3 - Delivery and Installation/Transfer of Title

Each Order will require or authorize Unisys to ship Products to Client. Client will pay the applicable Unisys transportation charges, if any. Unisys will keep the risk of loss or damage to the Product until the Product is delivered to the location designated by Client. Title to equipment shall pass on delivery to the carrier. Unisys will provide Client with one (1) copy of any environmental specifications and the customary user documentation for the Products. Client will install the Product(s) unless Client's Order includes installation Services or Unisys includes installation with the Product(s). Client will prepare and maintain the proper operating

environment for the Products during any applicable warranty and Service period. If Unisys agrees to install a Product, Unisys will perform installation work during Unisys normal working hours. Client will pay for any site-specific installation materials for any installation by Unisys including any cables and special rigging and labor (including any costs to meet union or local law requirements).

### Section 4 - Invoices

Unless the Order includes a different billing schedule, Unisys will invoice Client for: (a) Products, upon shipment; (b) maintenance plan Services and other recurring charges (other than usage charges), annually in advance; and (c) usage charges and other Services, as Client incurs the usage charges or as Unisys provides the Services.

### Section 5 - Security Interest

Unisys will keep an interest (called a purchase money security interest) in equipment it sells Client until Client pays the purchase price. This Agreement is a security agreement. Client authorizes Unisys, or someone on Unisys behalf, to sign and file the necessary financing statements for Client. Unisys may also file a copy of this Agreement wherever necessary to protect its security interest. Unisys shall terminate such security interest upon Client's payment in full for such equipment. Client shall not, prior to payment in full to Unisys, sell, transfer, or otherwise dispose of the Product. In the event that Client does dispose of the Product prior to payment in full to Unisys, Client shall hold the proceeds in trust for Unisys.

### Section 6 - Client Responsibilities

The parties agree that: (a) Client has independently determined that the Products and Services ordered under this Agreement meet its requirements; (b) Client will use the Products according to the manufacturers' instructions in the proper environment; (c) Client will back up information stored or processed by Products on computer-readable media that Client can easily restore if the information is lost or damaged from any cause; (d) Client is responsible for any results produced by the Products and Services; and (e) Client will comply with all applicable government export control laws and regulations. If Unisys is providing maintenance Support Services, Client will: (a) maintain the proper operating environment for Products; (b) provide adequate working and storage space for use by Unisys personnel near the equipment; (c) provide Unisys access to the equipment and sufficient computer time, subject only to Client's security rules; (d) follow Unisys procedures and instructions for operator maintenance and obtaining services; (e) provide a memory dump and additional data in machine readable form if requested; (f) reproduce suspected errors or malfunctions in Software; and (g) install available error corrections and maintenance releases authorized by the manufacturer on a current basis.

### Section 7 - Unisys Support Materials

Client acknowledges that all support materials, including without limitation, diagnostic software and tools, are Confidential Information of Unisys and will be used only by Unisys maintenance personnel. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

### Section 8 - Diagnostic Tools

For ease of service, Unisys may store proprietary and confidential diagnostic tools, software, and documentation, whether in printed or

electronic form, (collectively called "Tools") at Client's site or within a Product. These Tools may be pre-loaded on Client's equipment or embedded in a Product before delivery. Unisys does not license these Tools to Client. Unisys does not give Client or anyone else permission to access, monitor, use, copy, distribute, or change these Tools. Unisys acknowledges that during routine system back-ups, Client may not easily avoid copying software Tools and, to this extent, the copies are permitted provided Client protects these Tools as Unisys Confidential Information and Client does not remove any proprietary markings. Unisys may remove these Tools at will and Client gives Unisys permission and access to Client's site to do so.

## Section 9 - License

Unisys either licenses Software directly or distributes Software that is licensed by a third party. In either case, Client does not obtain ownership of Software. If Unisys distributes any Software pursuant to a separate license agreement between Client and a third party, Client agrees that for any such third party Software: (a) the terms of such separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that Software, provided that (i) upon the Client's request during the request for quote process, Unisys will provide a copy of any such license agreements applicable to the Products being procured for the Client's review and approval prior to the Client's placement of the Order, and (ii) Unisys may not accept, on behalf of the State, any clickwrap web-based or other forms of license for such third party product and (b) in the case of Software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations Client may have, pursuant to any such open source license; otherwise, the following license terms will apply:

UNISYS LICENSES EACH COPY OF THE SOFTWARE AND DOCUMENTATION PROVIDED HEREUNDER TO CLIENT ON A PERSONAL, NON-EXCLUSIVE AND NON-TRANSFERABLE BASIS FOR CLIENT'S INTERNAL USE IN THE UNITED STATES BUT NOT AS A SERVICE BUREAU, NOR FOR OUTSOURCING, NOR FOR FACILITIES MANAGEMENT. UNISYS LICENSES THE SOFTWARE SOLELY FOR CLIENT'S USE ON A SINGLE MACHINE UNLESS THE ORDERED UNISYS LICENSE PLAN PROVIDES OTHERWISE. CLIENT MAY USE THE SOFTWARE TEMPORARILY ON A BACKUP MACHINE PROVIDED THE SOFTWARE IS USED ON ONLY ONE (1) MACHINE AT A TIME AND CLIENT REMOVES THE SOFTWARE FROM THE BACKUP MACHINE PROMPTLY AFTER EACH TEMPORARY USE.

CLIENT WILL NOT COPY SOFTWARE OR DOCUMENTATION EXCEPT FOR ONE (1) ARCHIVAL COPY OF THE SOFTWARE, WHICH MUST BEAR ALL THE LEGENDS AND NOTICES OF THE ORIGINAL ITEM. NO LICENSE IS GRANTED TO CLIENT TO USE ANY UNISYS PROPRIETARY SOFTWARE TO ASSESS, TEST, OR DEVELOP ANY HARDWARE PRODUCTS OR DEVICE HANDLER SOFTWARE, OPERATING SYSTEM SOFTWARE OR HARDWARE DIAGNOSTIC SOFTWARE THAT WILL BE MARKETED BY CLIENT OR OTHERS FOR COMPENSATION. CLIENT MAY DEVELOP OTHER SOFTWARE PROGRAMS AND MAY TEST FULLY-DEVELOPED, COMMERCIALY-AVAILABLE THIRD PARTY HARDWARE PRODUCTS OR SOFTWARE PROGRAMS WHERE SUCH TESTING IS SOLELY INTENDED FOR CLIENT'S INTERNAL EVALUATION OF THE FITNESS OF SUCH PRODUCT OR PROGRAM FOR CLIENT'S OWN INTERNAL DATA PROCESSING PURPOSES. CLIENT WILL NOT DECOMPILE, REVERSE ENGINEER OR DISASSEMBLE SOFTWARE, EXCEPT AS PERMITTED BY LAW. UPON NOTICE TO CLIENT, UNISYS MAY AUDIT CLIENT'S USE OF THE SOFTWARE TO DETERMINE CLIENT'S COMPLIANCE WITH THIS LICENSE PROVIDED UNISYS COMPLIES WITH CLIENT'S CUSTOMARY SECURITY RULES AND DOES NOT UNREASONABLY INTERFERE WITH CLIENT'S PERMITTED USE, AND IN SUCH EVENT, CLIENT AGREES TO PROVIDE RELEVANT INFORMATION AND REASONABLE FACILITIES.

CLIENT OR UNISYS MAY END ANY LICENSE AT THE CLOSE OF THE APPLICABLE LICENSE PERIOD BY GIVING THIRTY (30) DAYS PRIOR WRITTEN NOTICE, OR ELSE THE LICENSE WILL RENEW OR CONTINUE IN ACCORDANCE WITH THE TERMS IN THE CORRESPONDING SOFTWARE LICENSE SCHEDULE (OR IN THE ABSENCE OF A SOFTWARE LICENSE SCHEDULE, FOR ANOTHER LIKE PERIOD), SUBJECT TO ALL THE TERMS STATED HEREIN, AT UNISYS THEN-CURRENT CHARGES. FOR

SOFTWARE LICENSED BY UNISYS, EACH SUCH LICENSE ENDS WHEN CLIENT STOPS USING THE EQUIPMENT ON WHICH THE SOFTWARE WAS FIRST LICENSED. WHEN A LICENSE ENDS, CLIENT WILL DESTROY (AND, IN WRITING, CERTIFY DESTRUCTION) OR RETURN TO UNISYS ALL COPIES OF THE CORRESPONDING SOFTWARE (INCLUDING COPIES ON THE EQUIPMENT), DOCUMENTATION, AND ANY OTHER RELATED CONFIDENTIAL INFORMATION IN CLIENT'S POSSESSION THAT WAS PROVIDED UNDER THE LICENSE.

**FEDERAL GOVERNMENT USE OF SOFTWARE** - THE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE COMMERCIAL ITEMS THAT HAVE BEEN DEVELOPED ENTIRELY AT PRIVATE EXPENSE. THEY ARE DELIVERED AND LICENSED AS COMMERCIAL COMPUTER SOFTWARE AND COMMERCIAL SOFTWARE DOCUMENTATION WITHIN THE MEANING OF THE APPLICABLE ACQUISITION REGULATION(S). THIS LICENSE SHALL PRESCRIBE EXCLUSIVELY THE GOVERNMENT'S USE AND DISCLOSURE OF THE SOFTWARE AND DOCUMENTATION.

## Section 10 - Equipment Warranties

Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Unless the Order or the Unisys Limited Warranty Statement that accompanies the equipment provides a different warranty period, and excluding equipment provided "AS IS", Unisys promises that Unisys branded equipment will be free from defects in material and workmanship, will be Year 2000 Ready, and will substantially conform to relevant Unisys published specifications for twelve (12) months after shipment to Client. Unisys will repair or replace, at its option and expense, items of equipment that do not meet this warranty provided Client reports the problem to Unisys during the warranty period. Unisys may fulfill warranty obligations at a Unisys designated site or depot and, when applicable, Client agrees to send equipment to the Unisys site at Client's expense and risk. Unisys will return the equipment at Unisys expense and risk if the equipment was defective. Replaced items, whether under a warranty or Service event, become Unisys property. This warranty does not extend to damage caused by normal wear and tear, accident, misuse, disaster, improper supplies or alterations, attachments, parts or repairs not provided or authorized by Unisys.

## Section 11 - Software Warranties

Unisys warrants that Unisys Software designated "W" within a Software License Schedule will conform substantially to the then-current published functional specifications and will be Year 2000 Ready for ninety (90) days from Client's receipt provided Client uses it properly. Unisys will provide a workaround or correction for material errors in Unisys Software that prevent its use in a production environment, provided that Client reports the problem in writing to Unisys during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations or modifications not provided or authorized by Unisys.

## Section 12 - Unwarranted/AS IS Unisys and Non Unisys Products and Services

Unisys provides all non Unisys Products, all Unisys Software not designated "W" within a Software License Schedule, and all Unisys Software licensed to Client beyond its initial license period (whether under a renewal or subsequent license) "AS IS" and without Unisys warranty. For non Unisys Products, the respective manufacturer, supplier, or publisher may provide its own warranties or remedies to Client, and Client agrees to look solely to any such warranties and remedies. Except as specifically described in Section 16, Client agrees that Unisys will have no liability for any non Unisys Products or third party services that Client acquires under this Agreement, even if Unisys recommended these products or services to Client.

## Section 13 - Services Warranties

Unisys has the ability to perform the Services and Unisys will provide suitable resources to perform the work according to the description of

Services, including any Ordered maintenance Service plan. All Services exclude damage repair or correction of defects or errors related to: (a) time and date data functionality for Unisys Products not designated Year 2000 Ready or non Unisys Products not Year 2000 Ready as initially manufactured; and, (b) supplies not obtained from Unisys, and (c) design, manufacture, materials or workmanship related to non Unisys products and services, or Product(s) for which Unisys has discontinued engineering support; and (d) unauthorized alterations or attachments; and (e) intentional damage caused by non Unisys personnel. In addition, Services exclude replacement of supplies expended during normal operation (including batteries, ink and other consumables).

#### **Section 14 - No Other Warranties**

Except as described in this Agreement or an Order, Unisys makes no other warranties. **TO THE EXTENT PERMITTED BY LAW, UNISYS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES AND NON-INFRINGEMENT.** Unisys warranties extend solely to Client. The following language relates only to Products subject to federal or state consumer warranty laws: If the disclaimer of implied warranties does not apply to Client, Unisys limits the length of these warranties to the applicable Unisys warranty period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Client. This warranty gives Client specific legal rights, and Client may also have other rights, which vary from state to state.

#### **Section 15 - Maintenance Service Description**

According to the service plan ordered by Client, Unisys will, with respect to covered equipment and Software, use commercially reasonable efforts to:

(a) diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Unisys services, properly configured at the minimum hardware and software levels designated by Unisys, and Client complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment.

(b) diagnose and provide to Client workarounds or corrections for (i) material defects in the currently-supported version(s) of Unisys proprietary Software that prevent Client's use of this Software in a production environment; and (ii) non Unisys Software where the manufacturer makes such support available to Unisys for Client's benefit under a valid license.

Client must give Unisys prior written notice of any proposed changes (including alterations or attachments to equipment, software, components,

boards or subassemblies) to Products covered by a Unisys warranty or enrolled in a Unisys Service plan. Unisys has no obligation to provide maintenance Support Services for changed equipment or Software. Unisys may agree to maintain, support or correct such changed Products for an additional charge.

#### **Section 16 - RESERVED**

#### **Section 17 - RESERVED**

#### **Section 18 - Ideas**

Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, specifications, schematics or blueprints developed by Unisys personnel (alone or jointly with Client) in connection with the Services will be and remain the property of Unisys. Subject to payment of any license fees required under the Agreement, Unisys grants Client a non-exclusive license to use any of the foregoing in accordance with the terms of the Agreement.

#### **Section 19 - Termination and Cancellation**

Unisys may terminate maintenance Support Services on ninety (90) days prior written notice if Unisys determines that any alterations, attachments, Client Software modification or failure to install a maintenance release will interfere with Service provision. Unisys may terminate maintenance Support Services or change the terms of support to Client for a Product on the earlier of (a) ninety (90) days notice via written notification or posting by Unisys at its support website [www.service.unisys.com](http://www.service.unisys.com) or (b) at the expiration of the then-current term for those Support Services.

Either party may terminate any license for Software or any Support Services upon expiration of the applicable term upon thirty (30) days prior written notice. The license or service will renew or extend in accordance with the provisions of this Agreement, if such notice is not given. The licenses for any Software automatically terminate upon Client's discontinuance of use of the equipment on which the Software was licensed, at which time Client must either destroy or return the Software and documentation to Unisys. Upon termination or cancellation of Support Services, all Tools will be returned to Unisys.

Any terms of the Agreement that by their nature extend after the end of the Agreement will remain in effect until fulfilled. The rights or duties relating to protection of Confidential Information, indemnities, security interests, or compliance with export regulations will survive termination or cancellation of this Agreement.

#### **Section 20 - RESERVED**

#### **Section 21 - RESERVED**



# Support Services Addendum

Agreement Number

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This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement. Products covered by the Support Services are listed on the Support Services Schedule ("Schedule").

## Section A. Definitions and General Terms and Conditions

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**Principal Period of Maintenance ("PPM")** means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

**Commencement Date** means, unless specified otherwise on the Schedule, (i) for the initial Order for Support Services for the Product, the latest of the date the Product is shipped by Unisys or downloaded by Client or Unisys accepts an Order for Support Services and (ii) for renewals and extensions, the anniversary of the Commencement Date of the initial Order for Support Services under (i) above.

**7 X 24** means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

**Next Business Day (NBD) Service** means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

**4 Hour Response (4HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**2 Hour Response (2HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**Off Hours** means all contracted hours of Support Services other than the PPM.

**Primary Service City** means an area that includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

**Failed Unit** means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

**Client Replaceable Unit (CRU)** means a component or other non-critical plug-in assembly delivered to the Client on the next business day for Client's personnel to affix the repair/replacement.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

**Service Levels** mean various groupings of the Services Elements described in Section B.

**Initial Term of Services** means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months from the Commencement Date. Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Unisys will invoice Client for Support Services for Metered Software for the Term in advance. Unisys may change Support Services charges on each anniversary of the Commencement Date upon ninety (90) days prior written notice to Client. Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer's style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may terminate Support Services, modify Service Elements, Service Plans or discontinue Support Services for Products upon the earlier of (a) ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com) or (b) at the expiration of the then-current Term, whether the Initial Term or any renewal or extension of the Initial Term, for those Support Services. If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement.

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## Section B. Description of Service Elements

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**Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed.

Replacements for certain failed components such as keyboards, mice, and other non-critical plug-in assemblies designated by Unisys as Client Replaceable may, at Unisys option, be shipped directly to Client for Client installation. Should Client elect to have the Unisys Customer Infrastructure Representative visit the site to install such components, additional charges may apply.

**Mail-In Service** allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

**Advance Exchange Service** allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and shall ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

**Equipment Maintenance Parts** are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

**Essential Engineering Changes** are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

**Electronic Call Home Support** allows Unisys Support Centers to receive system data via the Internet from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

**Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

**Support Center Service** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-site Support. Support Center Services during Off Hours consist of expediting response to network down and system emergencies.

### **Services Not Included in Support Services**

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

**User Communication Service** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

**Software Maintenance Release Service** provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

**Electronic Support Service** provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

**Software On-Site Support** provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Site Support.

**Systems Operations Review** provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

**Support Center Response Commitment** (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

## Section C. Service Level Descriptions

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software. All Client Replaceable Units are shipped to the Client to arrive the next business day regardless of the service level subscribed.

Service Levels – Hardware Support Services						
Service Elements	1 <i>Mail-In</i>	2 <i>Advanced Exchange</i>	3 <i>Standard PPM</i>	4 <i>Standard PPM</i>	5 <i>Business Critical 7X24</i>	6 <i>Business Critical 7X24</i>
Equipment On-Site Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

\*Note: CRU maintenance plans are required.

Service Levels – Software Support Services						
Service Elements	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Site Support					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X



# MCP Metered Software Schedule

Agreement Number

Equipment Location

List of Products Applicable to This Agreement

Item no.	Style	Description	Term of Usage (months)	Business Continuity MIPS Balance	Usage charge	Initial MIPS Balance	Initial license charge
							Total Initial license charge
							\$

## Metering Terms and Conditions

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The software style(s) listed above provide metered usage rights ("Metered Usage") for the described software.

### Pre-Paid Metered Usage

For Metered Usage designated as "Pre-Paid," Client will initially receive the stated amount of processing power capability, expressed in terms of MIPS (Millions Instructions Per Second) usage ("MIPS Balance"). The MIPS Balance will be available to Client upon shipment of the associated software key, and will be decremented based upon Client's Metered Processing Power Usage (as described below). Unisys will transmit to Client a monthly statement reflecting Client's MIPS usage for the preceding month and current MIPS Balance. Client will have ninety (90) days from the end of the Term of Usage to deplete any remaining MIPS Balance. Fees paid for any MIPS balance or associated support are non-refundable. Upon the earlier of (a) the close of the applicable Term of Usage or (b) the depletion of the MIPS Balance to zero (0), Client's Pre-Paid usage will convert to month-to-month term Billable Usage (as described below) with a zero (0) Baseline (as defined below), at Unisys then-current MIPS usage fees. Unused MIPS Balances are not transferable. Limited use of this software style with a backup machine is permitted as described below in the section titled "Backup Usage."

### Billable Metered Usage

For Metered Usage designated as "Billable Usage," Unisys will provide Client a metering key with a minimum ("Baseline") and maximum ("Ceiling") level of processing power as defined by the Image Enabler style(s), expressed in terms of monthly MIPS usage. The Baseline requires a separate license schedule and license fee. To the extent Client's Metered Processing Power Usage (as described below) exceeds the Baseline, Client agrees to pay Unisys a monthly MIPS usage fee for this excess processing power (not to exceed the Ceiling), which will be invoiced by Unisys monthly in arrears, based upon the pricing tiers set forth above. After the initial year of the Term of Usage, the MIPS metered usage pricing is subject to change once every twelve (12) months upon ninety (90) days prior written notice to Client, provided such increase shall not be in excess of five percent (5%) over the rates then in-effect. At the close of the applicable Term of Usage, Client's Billable Usage will continue on a month-to-month term with a zero (0) Baseline, at Unisys then-current MIPS usage fees. Use of this software style with a backup machine is described below in the section titled "Backup Usage."

### Metered Processing Power Usage

The processing power delivered is the result of overall system use, and is expressed as monthly MIPS usage calculated as follows: (a) each minute that the machine is operational during the month, the total number of seconds that all processors in each partition are busy is measured; (b) the Step (a) measurement is converted into the number of "busy processors" by dividing by sixty (60) seconds; (c) the processing power delivered by the number of busy processors calculated in step (b) is determined using an algorithm that accounts for the non-linear relationship between processing power and the number of processors in a multi-processor system; (d) the total processing power delivered by the number of busy processors for the sampling interval is multiplied by sixty (60) seconds (the length of sampling interval) to yield the processing power (in relative performance measurement ("RPM") × seconds) delivered for the sampling interval; (e) the processing power for the current sampling interval is recorded and accumulated for the current reporting period; (f) at the end of the reporting period, the accumulated recorded processing power is converted from RPM × seconds to monthly RPMs by dividing by the number of seconds in a "standard month" (365.25 days / 12 = 30.4375 days = 2,629,800 seconds), rounding the result to the nearest integer (this calculation normalizes the monthly processing power over the same time period for each monthly report); and (g) monthly RPMs are converted to monthly MIPS by dividing by 24.3, and rounding to the nearest integer.

### Backup Usage

The following describe the various options available to Clients that own one or more other ClearPath systems and wish to use one as a backup machine for a metered ClearPath system:

(a) Non-Metered Disaster Recovery for Pre-Paid Metered Usage. In the event of a disaster (unplanned outage), Client may transfer the operating system software license, temporarily, for use on a single, non-metered backup system at a fixed performance level equal to Client's average Pre-Paid Metered Usage run-rate (Initial MIPS balance / ETP term). In order to obtain full use of this performance level, Client may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system's enabled performance capacity. Client agrees to remove the operating system software from the back-up machine promptly after the temporary use.

(b) Non-Metered Disaster Recovery for Billable Metered Usage. In the event of a disaster (unplanned outage), Client may temporarily transfer its operating system software license to a single, non-metered back-up system at a fixed performance level equal to Client's Baseline. In order to obtain full use of this performance level, Client may need to purchase additional performance capacity for its back-up system to the extent the total desired performance would exceed the back-up system's enabled performance capacity. Client agrees to remove the operating system software from the back-up machine promptly after the temporary use.

(c) Purchased Business Continuity MIPS. Business Continuity MIPS ("BC MIPS") grant Client a means to ensure production processing continuity in the event of a planned or unplanned outage of its metered ClearPath system ("Outage"). The amount of BC MIPS, if any, purchased by Client is listed above ("BC MIPS Balance"). The BC MIPS Balance includes twelve (12) days of free test MIPS for each year of the ETP term (a day of MIPS is computed by dividing the Initial MIPS balance by the Term of Usage and dividing this quotient by 30). In the event of an Outage, Client may, up to the amount of its BC MIPS Balance, continue its production processing on a backup metered ClearPath system ("BC System"). The BC MIPS balance will be decremented based upon Client's Metered Processing Power Usage on the BC System. Each BC MIPS Balance is available for use only during the Term of Usage for the associated Metered Usage software style. Unused BC MIPS Balances are not transferable.

## Additional Terms

Metering Software. Metered Processing Power Usage is measured and recorded through the use of a software-based measuring tool ("Metering Software") that is licensed to Client by Unisys. Client shall not alter, disable or otherwise circumvent the Metering Software, system counters and log files embedded in its system. The Metering Software shall be configured to automatically send usage reports to Unisys via email on the first day of each month (based on universal time). In the event of a system console failure or any other event that causes a usage report not to be automatically sent to Unisys, Client shall, upon request, manually send such usage report to Unisys.

Approximated Metered Usage in Event of Disaster. If, in the event of a disaster, the Metering Software is unable to complete a usage report for a given month, Client's Metered Processing Power Usage for that month will be the average of Client's monthly MIPS usage for the prior three (3) months of reported usage. Where the Metering Software is able to report usage for only a portion of a given month, MIPS usage for the omitted period will be computed as follows and added to the reported usage to determine Client's Metered System Usage for the month: (a) Client's reported monthly MIPS usage for the prior three (3) months will be summed and divided by 91.3125 ( $365.25 \text{ days} / 12 \times 3 = 91.3125 \text{ days}$ ) to arrive at Client's average daily MIPS usage; (b) the value determined in step (a) will be multiplied by the number of unreported days for the incomplete month's report (partially reported days will be approximated in quarter-day intervals).



# Order for Unisys Support Account Manager Service

Agreement number

This Order for Unisys Support Account Manager Service is comprised of an agreement between Unisys and the Client identified by the Agreement Number above, which includes the Support Services Addendum and the Support Services Schedule ("Agreement") and this Order. Unless stated otherwise in this Order, all terms and conditions contained in the Agreement shall apply.

☐ Additional Terms and Conditions are applicable and are attached as a part of this order. *(Check if applicable)*

## Section A. Definitions

**"System"** means the equipment and software listed on the Support Services Schedule, which is the subject of this Order.

**"Support Account Manager (SAM)"** means a member of a Unisys designated support specialist team who works closely with the Client's IT staff and serves as the single-point-of-contact for Service delivery within the Client Support Center. The SAM has detailed knowledge of Client's specific hardware and software configuration, product usage and operating environment.

**"Support Account Manager Service"** is an optional and separately priced service, which is the subject of this Order, and which provides for the services of a SAM as further defined herein. The Service Levels described in this Order apply to Systems that operate under either a Unisys proprietary or Microsoft Windows Operating System.

## Section B. Effective Date and term

**Effective Date** – This Order becomes effective on the Support Services Commencement Date listed in the Support Services Schedule or if a

Commencement Date is not listed in the Support Services Schedule when otherwise signed by duly authorized representatives of each party and will continue in effect until terminated according to its terms.

**Hours of Service** – Same as the Support Services coverage level of the Systems for which this optional service is provided.

**Term** – The initial term for Service is twelve (12) months unless otherwise listed on the Support Services Schedule.

## Section C. Available Service Levels

The following is a list of the Service Levels available for order and the respective Service Elements contained in each Service Level. You may refer to the Description of Service Elements below for additional details. Individual Service Elements contained in a Service Level higher than contracted may be available at Client request subject to availability at then-current Unisys conditions and charges.

The contracted Service Level and charge (if applicable) is listed on the Support Services Schedule and contains the following Service Elements:

Service Elements	Basic SAM Services	Enhanced SAM Services	Support Consulting	Remote Systems Health Checks
Support Account Manager	X	X		
Initial On-site Technical Review Meeting	X	X		
• Site Profile	X	X		
Quarterly On-Site Review Meetings	X <sup>(1)</sup>	X <sup>(2)</sup>		
Quarterly Telephone Review Meetings	X <sup>(3)</sup>			
• Quarterly System Healthcheck	X	X		X <sup>(3)</sup>
• Electronic Update Notification	X	X		X
• Vendor Supportability Plan	X	X		
Monthly Support Status Review Call	X	X		
Escalation Management (hours of coverage same as Support Services contracted Service Level)	X	X		
Support Consulting <sup>(4)</sup>	20 Hours	20 Hours	20 Hours	

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(1) 2 per year, including the initial on-site meeting

(2) 4 per year, including the initial on-site meeting

(3) 2 per year performed remotely

(4) Does include travel time and does not include travel and lodging expenses which will be charged separately.

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## Section D. Description of Service Elements

**Initial On-site Technical Review Meeting** is performed by the SAM who will meet with Client representatives to obtain detailed technical environmental information required to support the Client's unique site profile. This Client-specific profile is maintained on Unisys internal systems and can be accessed by Unisys support personnel when delivering Service to the Client. The SAM will also review Unisys support procedures and instruct the Client on how to request support and status open support requests.

**Site Profile** includes: (a) Client-specific data files detailing the Client's environment and the responsibilities of key Client personnel for the System; (b) supported software levels in use on the System at the site; (c) non Unisys supported software and its interface with Unisys software; (d) key software product interdependencies for the System; (e) information on current System problems and workarounds; (f) information on upcoming System upgrades or installations; (g) a listing of Unisys personnel and their responsibilities as they relate to the support of the System; (h) hardware related information such as configurations, microcode levels, engineering release levels, and plateau levels for the System; and (i) other information that may assist Unisys support personnel in the effective delivery of Service for the System.

**Quarterly Reviews of Software Incidents** are performed at the Client Location or remotely depending on the level of Service contracted for as detailed in the table above and are coordinated by the SAM. Meetings are held at one designated Client location each quarter or via the telephone to review the latest quarterly status report. Discussion topics include: (a) System software support calls and status; (b) open issues; and (c) resolution of System software support service requests and problems reported via UCFs.

**Quarterly System Healthcheck** is a quarterly report that details Unisys' observations and recommendations relative to the Client's System performance and operational health. While not an in-depth or all-inclusive analysis, System Healthcheck reports are designed: (a) to proactively highlight potential problem areas warranting further evaluation; and (b) to provide remotely collected data on system load, memory, processor, network, and disk usage. System Health Checks can be ordered alone or as part of Basic SAM Services or Enhanced SAM Services. When ordered as part of SAM, System Health check reports will be provided in conjunction with the quarterly reviews of Software Incidents. Reports are provided AS IS without warranty and

Client, not Unisys, is responsible for the implementation of any conclusions or recommendations contained in reports provided to Client and their consequences.

**Electronic Update Notification** is provided to the Client via e-mail by the SAM to alert Client of critical patches that must be installed to maintain optimal performance of its System. The Client is responsible for the installation of all patches.

**Vendor Supportability Plan** documents the support responsibilities of the major vendors involved in the Client's solution. This written plan will include contact information, responsibilities, and basic escalation processes necessary for efficient support handling.

**Monthly Support Status Review Call** provides communication between Unisys and the Client regarding open activities or actions, upcoming planned events, plans for new software upgrades and migration (including a review of any known problems), and any additional topics.

**Escalation Management** is provided by the SAM to manage all Service related issues that are critical to Client performance during the Client's contracted period of maintenance.

**Support Consulting** provides the Client with consulting services that can be used to obtain assistance from Unisys for technical issues related to product usage and administrative/operational tasks. Support Consulting hours include the standard travel time to the Client site. Support Consulting can be ordered as part of Basic SAM Services, Enhanced SAM Services or alone in blocks of twenty (20) hours. The hours of consulting services included in each Service Level are described in Section C.

Hours of Support Consulting are subject to Unisys personnel availability and are to be used at a time to be mutually agreed upon, in one (1) hour increments within one (1) year of order.

Consulting services that exceed the hours as shown in Section C. will be invoiced to Client as services are performed at Unisys then current T&M rates. In addition to the fees for Services, Client will also pay the following: (a) travel and lodging charges; (b) Unisys standard hourly charges for all services outside the scope of this Order which are agreed upon by Unisys and provided at Client's request; and (c) any tax Unisys becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of Unisys and any tax from which the relevant taxing authority deems Client is exempt



The parties acknowledge they have read and understand this Order (including all attached schedules and amendments) and are not entering into this Order on the basis of any representations not expressly set forth in it.

**Agreed and Accepted**

Unisys Corporation

Client:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Printed/typed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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(Telephone number) (Fax number)

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(Telephone number) (Fax number)



## **EXHIBIT 3**

### **Terms of Use for Unisys Support Services Portal**

### **Unisys Terms of Use**

ATTENTION: PLEASE READ THESE TERMS OF USE ("TERMS") BEFORE USING THIS WEBSITE ("SITE"). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THIS SITE.

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You agree not to transmit or post on these Forums any Submissions that (i) are defamatory, threatening, obscene or harassing (ii) contain a virus, worm, Trojan horse or any other harmful component (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws.

**Governing Law**

These Terms shall be governed in all respects by the laws of the State of Michigan, without regard to its conflict of laws provisions.

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**Indemnification**

RESERVED-DELETED

**No Waiver**



The failure by Unisys to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

**Notices and Procedures for making Claims of Copyright Infringement.**

Unisys will process and investigate notifications of alleged infringement and will take appropriate action under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512 ("DMCA") and other applicable intellectual property laws. Notifications of claimed copyright infringement should meet the requirements set forth in Section 512(c)(3)(A) of the DMCA and should be sent to the Unisys

Designated Agent(s):

Stephanie Thier and Robert Marley

Unisys Corporation

MS E8-114

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Fax: (215) 986-3090



**EXHIBIT 4**  
**[ TERMS FROM EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE TO IRS**  
**PUBLICATION 1075]**

**CONTRACT LANGUAGE FOR GENERAL SERVICES**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to terminate the contract if the contractor fails to provide the safeguards described above.

**II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a



fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

## **CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

### **I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.





- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to terminate the contract if the contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS:**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return





information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.