



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **MA071B6600111C**

CONTRACTOR	DELL MARKETING L P
	One Dell Way MS RR1-33
	Round Rock TX 78682
	Steve Hoffman
	(248) 882-2579
	Steve.hoffman@dell.com
	CV0062681

STATE	Program Manager	Mary McGinnis	DTMB
		(517) 881-7125	
	McGinnisM2@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

Pre-Qual Program Michigan Master Computing Program

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2028
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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$660,294,251.02	\$0.00	\$660,294,251.02		

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 4/3/2026, the State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents.

Starting 4/24/2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created must comply with WCAG 2.1 Level AA as provided by state policies and applicable law.

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



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **MA071B6600111C**

CONTRACTOR	DELL MARKETING L P
	One Dell Way MS RR1-33
	Round Rock TX 78682
	Steve Hoffman
	(248) 882-2579
	Steve.hoffman@dell.com
	CV0062681

STATE	Program Manager	Mary McGinnis	DTMB
		(517) 881-7125	
	McGinnisM2@michigan.gov		
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

Pre-Qual Program Michigan Master Computing Program

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		July 31, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$604,450,229.81	\$55,844,021.21	\$660,294,251.02		

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective 3/25/2026, this Contract adds \$55,844,021.21 in funding and executes 2 option years making the revised expiration date 7/31/2028.

All other terms, conditions, specification, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 3/17/2026.



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **MA071B6600111C**

CONTRACTOR	DELL MARKETING L P
	One Dell Way MS RR1-33
	Round Rock TX 78682
	Steve Hoffman
	(248) 882-2579
	Steve.hoffman@dell.com
	CV0062681

STATE	Program Manager	Mary McGinnis	DTMB
		(517) 881-7125	
		McGinnisM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
stempekl@michigan.gov			

CONTRACT SUMMARY

Pre-Qual Program Michigan Master Computing Program			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 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"/>	0 Years	
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$524,450,229.81		\$0.00	\$524,450,229.81	

DESCRIPTION

Effective 10/17/2025, please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

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 7
 to
 Contract Number 071B6600111

CONTRACTOR	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		517-241-7561	
	LaddM@michigan.gov		
	Contract Administrator	Sean Regan	DTMB
(517) 243-8459			
regans@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$400,000,000.00	\$204,450,229.81	\$604,450,229.81		

DESCRIPTION

Effective June 1, 2023, this Contract is hereby increased by \$204,450,229.81. These funds are broken out into the following categories:

- EA Enrollment: \$178,951,048.75
- SCE Enrollment: \$12,479,403.06
- Unified Support: \$8,045,578.00
- Extension of Power Apps: \$4,974,200.00

These funds were previously approved by the State Administrative Board on 6/21/2016.

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B6600111**

CONTRACTOR	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		517-241-7561	
		LaddM@michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$360,000,000.00	\$40,000,000.00	\$400,000,000.00		

DESCRIPTION

Effective 10/19/2022, this Contract is hereby increased by \$40,000,000.00 for Statewide use and the Federal Provisions Addendum and Byrd Anti-Lobbying Certification are hereby incorporated into the Contract.

Please note, the State's Contract Administrator has been changed to Sean Regan.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and StateAdministrative Board approval on 6/21/2016.

FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

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

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

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

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

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor

shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

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

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate

Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

ATTACHMENT 1- BYRD ANTI LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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 **071B6600111**

CONTRACTOR	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		517-241-7561	
	LaddM@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
517-243-5556			
sherlockj@michigan.gov			

CONTRACT SUMMARY				
PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$280,000,000.00	\$80,000,000.00	\$360,000,000.00		
DESCRIPTION				
Effective May 12th, 2021, this Contract is increased by \$80,000,000.00 for Statewide use.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



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

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **071B6600111**

CONTRACTOR	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		517-241-7561	
	LaddM@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
517-243-5556			
sherlockj@michigan.gov			

CONTRACT SUMMARY

PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$200,000,000.00	\$80,000,000.00	\$280,000,000.00		

DESCRIPTION

Effective January 15th, 2020, this Contract is hereby increased by \$80,000,000.00 for Statewide use.
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



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

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B6600111**

CONTRACTOR	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		517-241-7561	
		LaddM@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY				
PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$200,000,000.00	\$0.00	\$200,000,000.00		
DESCRIPTION				
Effective 8/23/2019, the following amendment is incorporated into this Contract per attached. This change includes the following: "Exhibit 7 Safeguarding Contract Language". This amendment is exclusive to the Microsoft Azure Cloud Computing Platform and Services.				

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

**Safeguarding Contract Language
Exhibit 7**

Exhibit 7 Safeguarding Contract Language

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised

Safeguarding Contract Language Exhibit 7

Exhibit 7 Safeguarding Contract Language

of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



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

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B6600111**

CONTRACTOR	Dell Marketing L.P.
	One Dell Way
	Round Rock, Texas 78682
	Todd Johnson
	(615) 967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE	Program Manager	Mary Ladd	MULTI
		(517) 241-7561	
		LaddM@michigan.gov	
	Contract Administrator	Joshua Wilson	DTMB
		(517) 249-0444	
		wilsonj31@michigan.gov	

CONTRACT SUMMARY

MICHIGAN MASTER COMPUTING PROGRAM (MMCP) - PREQUALIFICATION PROGRAM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		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"/>	N/A	<input type="checkbox"/>	N/A	July 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$80,000,000.00	\$120,000,000.00	\$200,000,000.00		

DESCRIPTION

Effective September 21, 2018, this Contract is hereby increased by \$120,000,000.00.

Please note that the Contract Administrator is hereby updated to Joshua Wilson (Standard Contract Terms, Section 9. Contract Administrator).

All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, DTMB Procurement approval and State Administrative Board approval dated June 21, 2016.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 071B6600111

CONTRACTOR	Dell Marketing, L.P.
	One Dell Way, MS RR1-33
	Round Rock Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	6805

STATE	Chad Hardin	DTMB
	517-241-7114	
	Hardinc1@michigan.gov	
	Lorri White	DTMB
	517-284-7088	
	White13@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Michigan Master Computing Program Contract – To purchase standardized and as-needed IT commodities and services.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
07/15/2016	07/31/2026	5- 5 year	07/31/2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Ney 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$80,000,000.00		\$0.00	\$80,000,000.00	
DESCRIPTION: Effective 9/15/2016. This revision corrects two mistakes made in the original Contract – Updating it with links to Dell’s Price List and the Minimum Discount language off their MSRP pricing (See pages 47, 48, 49). This change notice also incorporates the Dell End User License Agreement as negotiated by both parties.				
Also Updated Dell Address and Contact phone number.				
All other terms, conditions, specifications and pricing remain the same per Contractor, DTMB Procurement and State Administrative Approval.				

Michigan Master Computing Program Contract

45J7915	DISPLAYPORT TO SINGLE-LINK DVI-D MONITOR CABLE		
4X40E77324	PROFESSIONAL BACKPACK		
470-ABQN	Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	14%	
4X90E51405	THINKPAD USB3.0 TO ETHERNET ADAPT		
4X50L08495	BATT_BO TP X1 PRODUCTIVITY MODULE		
40A40090US	Lenovo ThinkPad OneLink+ Dock - Port replicator - 90 Watt - for ThinkPad Yoga 260 20FD, 20FE, 20GS		
R9Q-00001	Microsoft Surface Pro 4 Type Cover - Keyboard - English - North American layout - black - commercial	14%	
Q5N-00001	Microsoft Surface 65W Power Supply - Power adapter - 65 Watt - commercial - for Surface Book	14%	
320-9704	Dell P2213 22" Monitor with HAS 22.0 Inch VIS Widescreen VGA/DVI/DC/DP	14%	
983-7873	983-7873 4th Year Limited Warranty Extension, Monitor, Advanced Exchange		
4X40E77325	Case_BO Professional Slim Top Load		
4X40E48910	ThinkPad 14" Sleeve SBR Neoprene		
4X80K32539	Lenovo ThinkPad Pen Pro-X1 Yoga		
0B46994	ThinkPad 90W AC Adapter		
4X20E75131	Lenovo USB-C 45W AC Adapter		

2. Server Configurations - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Line Item	MFR	Hardware Item	Contractor's Minimum % Discount to VPI Cost	Comments
1	IBM	P750 (or equivalent)		
2	HP	DL380 (or equivalent)		
3	Dell	PowerEdge R820 (or equivalent)	34%	
4	APC	APC NetShelter Rack (or equivalent)	6%	
* Bidders VPI cost is Dell Advertised which is publically available at www.dell.com				
** Equivalent products are the newest models or an updated product line that replaced a current product line used by the State.				

3. Discretionary Hardware - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Michigan Master Computing Program Contract

Transaction Cost Band	Contractor's Minimum % Discount to VPI Cost	Comments
Less than \$10,000	<p>May be reviewed at the following sites:</p> <p>MMCP State Premier Page - https://www.dell.com/sts/passive/commercial/v1/Autologin/Authenticate?id=ljEzNDg1MzEwlg%3d%3d</p> <p>MIDeal Premier Page: https://www.dell.com/sts/passive/commercial/v1/Autologin/Authenticate?id=ljEzNDgxOTczlg%3d%3d</p>	Minimum discount and pricing methodology will vary depending on vendor.
\$10,000 - less than \$25,000	Please see above	
\$25,000 - less than \$250,000	Please see above	**larger discounts are available on a project/opportunity basis
\$250,000 - less than \$2.5 million	Please see above	**larger discounts are available on a project/opportunity basis

4. Optional Server Brands - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Publisher	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Estimated Cost to renew FY2017 Hardware Maintenance/Support	Additional % Discount to Other Titles for Inclusion in Contract	Comments
Cisco					
Oracle					
Lenovo					

5. Storage Solutions - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master

Michigan Master Computing Program Contract

Computing Program or through other State contracts specifically to storage solutions. Below are guaranteed minimum discounts available to the State:

Brand	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Additional % Discount to Other Titles for Inclusion in Contract	Comments
Dell	Please refer to sites listed above for State and MiDeal participants.	**		**larger discounts are available on a project / opportunity basis

6. Customer-Premise Telecommunications and Security Solutions - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Brand	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Additional % Discount to Other Titles for Inclusion in Contract	Comments

Dell End User License Agreement — A Version

THIS END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DELL PRODUCTS L.P., A TEXAS LIMITED PARTNERSHIP, OR DELL GLOBAL B.V. (SINGAPORE BRANCH), THE SINGAPORE BRANCH OF A COMPANY INCORPORATED IN THE NETHERLANDS WITH LIMITED LIABILITY ON BEHALF OF ITSELF, DELL INC. AND DELL INC.’S DIRECT AND INDIRECT SUBSIDIARIES (COLLECTIVELY, “DELL”). THIS AGREEMENT GOVERNS ALL SOFTWARE (“SOFTWARE”) AND ANY UPGRADES, UPDATES, PATCHES, HOTFIXES, MODULES, ROUTINES, FEATURE ENHANCEMENTS AND ADDITIONAL VERSIONS OF THE SOFTWARE THAT REPLACE OR SUPPLEMENT THE ORIGINAL SOFTWARE (COLLECTIVELY “UPDATES”) AND THEIR ASSOCIATED MEDIA, PRINTED MATERIALS, ONLINE OR ELECTRONIC DOCUMENTATION, DISTRIBUTED BY OR ON BEHALF OF DELL UNLESS THERE IS A SEPARATE LICENSE AGREEMENT BETWEEN YOU AND THE MANUFACTURER OR OWNER OF THE SOFTWARE OR UPDATE. IF THERE IS NO SEPARATE LICENSE AGREEMENT THEN THIS AGREEMENT GOVERNS YOUR USE OF UPDATES, AND SUCH UPDATES WILL BE CONSIDERED SOFTWARE FOR ALL PURPOSES OF THIS EULA. THE “SOFTWARE” SHALL MEAN COLLECTIVELY THE SOFTWARE PROGRAM AND UPDATES AND ANY COPIES THEREOF. THIS EULA, IN AND OF ITSELF, DOES NOT ENTITLE YOU TO ANY UPDATES AT ANY TIME IN THE FUTURE.

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2. License Limitations and Conditions. This license is conditioned upon Dell receiving your timely payment of any fees, as specified in Contract No. 071B6600111, applicable to the Software or to any hardware in which the Software may be loaded. You may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in Section 1 “License” above. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to Dell's and its licensors' and suppliers' intellectual property rights in the Software and do not include any other third party's intellectual property rights. If the Software was provided to you on removable media (e.g., CD, DVD, or USB drive), you may own the media on which the Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. If the package accompanying your Dell computer or device contains optical discs or other storage media, you may use only the media appropriate for your computer or device. You may not use the optical discs or storage media on another computer, device or network, or loan, rent, lease or transfer them to another user except as permitted by this Agreement. You are not granted any rights to any trademarks or service marks of Dell or any of its licensors or suppliers. The use of any other software, including any software package or file, whether licensed to you separately by Dell or by a

third party, is subject to the terms and conditions that come with or are associated with such software.

3. Rights Reserved. THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this EULA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.

4. Restrictions. Except as otherwise provided herein or expressly agreed by Dell, you may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means (including by lien, hypothecation or otherwise) in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is solely on your behalf and the third party is obligated, in the ordinary course of business with the State of Michigan through acceptance of the State's Acceptable Use of Information Technology Policy, to comply with all intellectual property rights and licensing requirements ; (C) copy, reproduce, republish, upload, post or transmit the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; (G) use the Software to create a competitive offering; or (H) publish the results of any benchmarking of the Software without Dell's prior written consent. You may not, and will not allow a Permitted Third Party to, use the Software in excess of the number of licenses purchased from or expressly authorized by Dell.

5. Compliance. Upon request by Dell, you will certify in writing that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time. In no event may Dell make such a request more than once in any twelve (12) month period. Subject to security policies, procedures, and requirements, the State of Michigan agrees to cooperate with Dell, or an agent selected by Dell and approved by the State of Michigan, to cooperate and provide Dell with all records reasonably related to the State of Michigan's compliance with this EULA. . If your use is greater than contracted, you shall be invoiced for any unlicensed use, and the unpaid license fees, at the rates set forth in Contract No. 071B6600111, which shall be payable in accordance with the terms of Contract No. 071B6600111. Payment under this provision shall be Dell's sole and exclusive remedy to cure these issues.

6. Non-Transferability. Unless otherwise required by law or Executive Order, this license is non-transferable. You may not distribute, sublicense, assign, share, sell, grant a security interest in, use for service bureau purposes, or otherwise transfer the Software or your license to use the Software without the prior written consent of Dell, and then only upon a permanent transfer of the hardware

on which the Software may be loaded and provided all Software is included in such transfer and you retain no copies of the Software.

7. Support and Subscription Services Not Included. Dell does not provide any maintenance or support services under this EULA, but may provide maintenance and support services pursuant to Contract No. 071B6600111 and any associated Statements of Work.

8. Termination. Dell may terminate this EULA, upon thirty (30) days written notice to the State, if you fail to comply with any term or condition of this EULA, and only after the parties attempt to resolve the alleged compliance issue through the Dispute Resolution Procedure outlined in Section 40 of Contract No. 071B6600111. Dell may terminate this EULA if the State terminates Contract No. 071B6600111 and only upon Dell's completion of Transition Responsibilities, as defined in Section 23 of Contract No. 071B6600111. In addition, Dell may terminate any license to Software distributed for free only upon thirty (30) days written notification to the State. This EULA will terminate automatically if the license term ends. You may terminate this EULA at any time on written notice to Dell. In the event of termination of this EULA, all licenses granted hereunder shall automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software, to the extent permitted by law. The parties recognize and agree that their obligations under Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14 and 15 of this EULA, as well as obligations for payment pursuant to Contract No. 071B6600111, shall survive the cancellation, termination and/or expiration of this EULA, and/or the licenses granted hereunder. Except if Contract No. 071B6600111 is terminated under Section 21, Termination for Cause,, Dell will not have any obligation upon the termination of this EULA to refund any portion of any license fee.

9. Export, Import and Government Restrictions. The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries (currently Cuba, Iran, North Korea, Sudan and Syria), other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

The Software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software and documentation with only those rights set forth herein. Contractor/manufacturer is Dell Products L.P., One Dell Way, Round Rock, Texas, 78682.

10. Warranty; Disclaimer of Warranty. Dell warrants that it has the right to grant the licenses to the Software. Except as set forth in Sections 13, 14 and 16 below, Dell warrants that such Software will substantially conform in material respects to the functional specifications provided by Dell with the Software. This limited warranty is not transferable and extends only for thirty (30) days from the delivery date of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification of the Software by you, or your agents; any abuse, misuse or negligent acts of you; modification by you of any interfaces or any software or

hardware interfacing with the Software; or any failure by you to follow Dell's installation, operation or maintenance instructions. Except as otherwise stated herein, the terms of Section #32 of the Michigan Master Computing Program Contract #071B6600111 between the State of Michigan and Dell Marketing L.P., shall apply.

11. Development Tools. If the Software includes development tools, such as scripting tools, APIs (application programming interface s), or sample scripts (collectively "Development Tools") and unless there is a separate agreement between you and Dell for the Development Tools, you may use such Development Tools to create new scripts and code for the purpose of customizing your use of the Software (within the parameters set forth in this EULA and within the parameters set forth in the Development Tools themselves) and for no other purpose. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE DEVELOPMENT TOOLS ARE PROVIDED "AS IS" WITHOUT INDEMNITY OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DELL BEARS NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE DEVELOPMENT TOOLS AND HAS NO DUTY TO PROVIDE SUPPORT TO YOU.

12. Evaluation Licenses. This EULA does not license use of Software for evaluation purposes ("Evaluation Software"). Your use of Evaluation Software is subject to the separate license terms and conditions accompanying that Evaluation Software.

13. Open Source and Third Party Software. The Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY DELL "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under certain open source software licenses, you are entitled to obtain the corresponding source files. You may find corresponding source files for the Software at <http://opensource.dell.com> or other locations that may be specified to you by Dell.

14. High-Risk Disclaimer and Excluded Data. The Software is not designed or intended for use in the operation of nuclear facilities or weapons systems, and any such use or application by you is outside of the scope of this license and you are not authorized to use the Software in any such application. Except as otherwise agreed pursuant to Section 28(b) of Contract No. 071B6600111, you acknowledge that Software provided under this EULA is not designed with security and access management for the processing and/or storage of data and software controlled under the International Traffic in Arms Regulations ("ITAR").

15. Entire Agreement. In addition to the terms and conditions herein, this EULA is subject to the terms and conditions of Contract No. 071B6600111, including all Statements of Work and

attachments or exhibits to the Statements of Work. In the event of conflict between this EULA and Contract No. 071B6600111, including all Statements of Work and attachments or exhibits to the Statement of Work, the provisions of Contract No. 071B6600111, including all Statements of Work and attachments or exhibits to the Statement of Work will prevail. If any term (or part thereof) of this EULA is found to be invalid or unenforceable, the remaining provisions (including other valid parts within the effected term) will remain effective. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this EULA and Contract No. 071B6600111, including all Statements of Work and attachments or exhibits to the Statement of Work, the provisions of Contract No. 071B6600111, including all Statements of Work and attachments or exhibits to the Statement of Work is the complete and exclusive statement of the Agreement between you and Dell regarding the Software.

(A Version - Rev. 04232015)

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

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30028
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600111

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Dell Marketing L.P. One Dell Way, Box RR8-07 Round Rock, Texas 78682	Todd Johnson	todd_r_johnson@dell.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	269-806-6632	6805

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Chad Hardin	517-241-7114	Hardinc1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lorri White	517-284-7088	WhiteL13@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:

Michigan Master Computing Program Contract – To purchase standardized and as-needed IT commodities and services.

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
10 years	07/15/2016	07/31/2026	1, 3, or 5 year options.
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Delivered	Per Contract	

ALTERNATE PAYMENT OPTIONS

P-card Direct Voucher (DV) Other

EXTENDED PURCHASING

Yes No

MINIMUM DELIVERY REQUIREMENTS

Per Contract

MISCELLANEOUS INFORMATION

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$80,000,000.00
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For the Contractor:

Lorri Bailey,
Contract Consultant
Dell Marketing L.P.

Date

For the State:

William Pemble,
Director, IT Procurement
State of Michigan

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Dell Marketing LP (“**Contractor**”), a Texas Limited Partnership. This Contract is effective on July 15, 2016 (“**Effective Date**”), and unless terminated, expires on July 31, 2026 (the “**Term**”).

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

The parties agree as follows:

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

“**Agency Business Owner**” is the individual appointed by the end-user agency procuring Services or Deliverables under an Engagement SOW to (a) act as such agency’s representative in all matters relating to such Engagement SOW, and (b) co-sign off on the State’s notice of acceptance for all Services and Deliverables. The Agency Business Owner will be identified in the Engagement SOW.

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

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

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

“**Contract**” has the meaning set forth in the preamble.

“**Contract Administrator**” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in **Section 9**.

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

“**Contractor**” has the meaning set forth in the preamble.

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

“**Data Exchange Gateway**” means the State’s secure electronic file transfer solution.



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

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

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Products.

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

“DTMB Business Manager” means the applicable business relationship manager or comparable identified authority.

“DTMB IT Project Manager” is the individual appointed by each party under an Engagement SOW to (a) monitor and coordinate the day-to-day activities of the Engagement SOW, and (b) in the case of the State, co-sign off on its notice of acceptance for all Services and Deliverables. Each party’s IT Project Manager will be identified in the Engagement SOW

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

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

“Incident” means any interruption in Services.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“ITAM” means the State’s Information Technology Asset Management System.

“ITRAC” means the State’s web application for requesting and tracking IT commodity, maintenance, and service purchases.

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



“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Loss or Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**OEM**” Original Equipment Manufacturer

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

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

“**Product Web Catalog**” mean the online list of State-approved Products.

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

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

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

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

“**RFP**” means a Request for Proposal.

“**Services**” means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or an Engagement SOW, including but not limited to installation, implementation, integration, field support, and incident response. “**SIGMA**” means the Statewide Integrated Governmental Management Applications, which is the State's future ERP system.

“**SLA**” means Service Level Agreement

“**SPOC**” means a Single Point of Contact.

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

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

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



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

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

“**Term**” has the meaning set forth in the preamble.

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

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

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

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

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

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

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

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

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

- i. The State shall deliver its proposed Engagement SOW to the Contractor engaged to perform the Services, whereupon the Contractor shall review and approve, or raise any exceptions or clarifications to the State’s proposed Engagement SOW. If Contractor raises any such exceptions, the parties shall negotiate in good faith to amend the proposal, provided that:

- 1. to the extent that the Contractor’s response does not comply with the requirements of this Contract and the business requirements set forth in the State’s proposed Engagement SOW, it shall be amended to so comply; and



2. either party may terminate negotiations if the parties fail to agree on a final Engagement SOW.
 - ii. Upon the parties' agreement to a final Engagement SOW, each party shall cause the same to be signed by its duly authorized representative. The only individuals authorized to sign on behalf of the State are the DTMB Business Manager and the Agency Business Owner, both of whom must sign for the final Engagement SOW to be valid. Upon its mutual execution, the final Engagement SOW shall be attached to its associated Purchase Order.
- b. **Purchase Orders.** The State may order Products, Services and Deliverables pursuant to a Purchase Order issued by the State, and signed by Contactor. The State reserves the right to cancel any Purchase Order at any time prior to shipment of the Products or delivery of the Services or Deliverables and shall not be subject to any charges or other fees whatsoever as a result of such cancellation. The State may, by written communication, make changes to any Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate. Notwithstanding the foregoing, if Contractor's quote contains notice of non-returnable or non-cancelable Products, the previous two sentences shall not apply. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY PURCHASE ORDERS ISSUED BY THE STATE.
3. **Invoicing.** Requirements for invoicing are set forth in the Contract SOW. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY INVOICES.
4. **Quotes.** Requirements for quotes are set forth in the Contract SOW. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY QUOTES
5. **Delivery.** Delivery requirements are set forth in the Contract SOW.
6. **Warranty.** For orders placed under a Purchase Order, to the extent permitted by the Supplier, Contractor will assign to the State all manufacturer or publisher's warranties on all Products. For orders placed under an Engagement SOW, the terms of the Engagement SOW will control Contractor's and Subcontractor's warranty obligations, if any.
7. **Performance of Services.** Contractor, and all Subcontractors will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and specifications set forth in this Contract, the Contract SOW, and any applicable Engagement SOW.

a. State Standards

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

b. Contractor Personnel



- i. Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
 - ii. Prior to any Contractor personnel performing any Services, Contractor will:
 1. ensure that such Contractor personnel have the legal right to work in the United States; and
 2. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
 - iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
 - iv. The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.
- c. **Background Checks.** If Contractor or its Subcontractor will have access to State systems, State facilities, or State Data, upon request, Contractor must perform background checks on all employees and Subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- d. **Contractor's Key Personnel**
- i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Contract Administrator, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
 - ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State, not to be unreasonably withheld, is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal



does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 21**.

- iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 21**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):
 - 1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
 - 2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.
- iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

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

<p>If to State: Lorri White DTMB Procurement State of Michigan 525 W. Allegan, 1st Floor Lansing, MI 48933 white13@michigan.gov 517-284-7088</p>	<p>If to Contractor: Diane Wigington Contract Manager One Dell Way, Box RR8-07 Round Rock, Texas 78682 512-728-48005 diane_wigington@dell.com</p>
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9. **Contract Administrators.** The following individuals are each party's Contract Administrator:

State: <i>Lorri White</i> <i>DTMB Procurement</i> <i>State of Michigan</i> <i>525 W. Allegan, 1st Floor</i> <i>Lansing, MI 48933</i> <i>whitel13@michigan.gov</i> <i>517-284-7088</i>	Contractor: <i>Diane Wigington</i> <i>Contract Manager</i> <i>One Dell Way, Box RR8-07</i> <i>Round Rock, Texas 78682</i> <i>512-728-48005</i> <i>diane_wigington@dell.com</i>
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10. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a Subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must include "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds – see endorsement.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Coverage must follow form of underlying primary policies.
Automobile Liability & Hired and Non-Owned Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must include "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$4,000,000 Each Occurrence \$4,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.



If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Services; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

11. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 2% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

**Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909**

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

12. **Extended Purchasing Program.** This Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Products, Services, and Deliverables at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

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



and any Subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

14. Intellectual Property Rights.

- a. Reports. As to any Reports, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in such Reports and all associated Intellectual Property Rights, if any. Such Reports are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Reports and related Intellectual Property Rights do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Reports, including all Intellectual Property Rights therein, except however, that Contractor will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of the agreement between the parties or that it develops or acquires from activities independent of the service performed under the agreement between the parties ("**Background IP**"). Contractor hereby grants to the State and its Authorized Users a perpetual, non-exclusive, world-wide, fully paid and royalty free license to use Background IP for its internal business purposes.
- b. Non-Report Deliverables. Intellectual Property Rights with respect to non-Report Deliverables will be governed by the individual license agreement or Engagement SOW that pertain to that particular Deliverable.

15. Assignment. Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.

16. Change of Control. Contractor will notify the State, at least 30 calendar days before the effective date, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

17. Acceptance.

- a. Products, Services and Deliverables are subject to inspection and testing by the State in accordance with the Contract SOW and any applicable Purchase Order Requirements.
- b. Unless otherwise specified in the applicable Engagement SOW, all Services and Deliverables provided under an Engagement SOW are subject to the acceptance procedures set forth below:
 - i. All Services and Deliverables are subject to inspection and testing by the State within 15 Business Days of the State's receipt of them. The Services and Deliverables must be accepted in writing by the State's IT Project Manager and its Agency Business Owner. If the State finds deficiencies in the Services and Deliverables, it may: (1) demand



performance at no additional cost, in the form a written notice to cure; or (2) reject the deficient Services and Deliverables without performing any further inspections, and terminate the Engagement SOW and associated Purchase Order, in whole or in part, in accordance with Section 22. The State's failure to provide notice of acceptance or deficiencies within 5 Business Days of the expiration of the inspection or testing period will constitute acceptance of the Services and Deliverables.

- ii. Within 15 Business Days from the date of Contractor's receipt of a notice to cure, Contractor must cure, at no additional cost, the noted deficiencies and deliver acceptable Services and Deliverables to the State.
- iii. If Contractor is unable or refuses to correct the noted deficiencies within the time response standards set forth in subsection (b) above, the State may terminate the Engagement SOW and associated Purchase Order, in whole or in part, in accordance with Section 21. The State, or a third party identified by the State, may provide the Services and Deliverables and the State may recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

18. **Terms of Payment.** All undisputed amounts are payable within 45 days of the State's receipt of a valid invoice. Contractor may only charge for Products, Services and Deliverables provided as specified in the Purchase Order or Engagement SOW. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Products, Services and Deliverables purchased under this Contract are for the State's exclusive use. Provided the State delivers to Contractor its tax-exempt certificate, Contractor will not add any sales or use tax to the price of Products or Services.

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

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

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor.

19. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the Contract Statement of Work, or an Engagement SOW if applicable.
20. **Stop Work Order.** The State may suspend any or all Services under the Contract, an individual Purchase Order or an individual Engagement SOW at any time. The State will provide Contractor, or Subcontractor if applicable, a written stop work order detailing the suspension. Contractor, or Subcontractor if applicable, must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract. Unless the work covered by the stop work order is subsequently terminated for cause, the State will pay Contractor reasonable, direct and verifiable costs resulting from the stop work order. Further, the parties will agree upon an equitable adjustment with respect to Contractor Personnel staffing requirements, if as a result of the stop work order, its staffing of the project is affected by such stop work



order. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section 20..

21. **Termination for Cause.** The State may terminate this Contract, an individual Purchase Order or an individual Engagement SOW for cause, in whole or in part, if Contractor or its Subcontractors, as determined by the State: (a) endangers the value, integrity, or security of any State location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) fails to perform Services under an Engagement SOW with sufficient personnel and equipment or with sufficient material to ensure adequate performance of the Services; (d) breaches any of its material duties or obligations under this Contract, an individual Purchase Order, or an individual Engagement SOW; or (e) fails to cure a breach within 30 days after a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 23**, Transition Responsibilities. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 22**, Termination for Convenience.

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

22. **Termination for Convenience.** The State may terminate this Contract, an individual Purchase Order or an individual Engagement SOW on 30 days written notice, in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor or Subcontractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 23**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
23. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and Confidential Information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
24. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any



and all third-party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right of any third party caused by Contractor or Subcontractor; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligent action or inaction by Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any negligent acts or omissions of Contractor (or any of Contractor's employees, agents, Subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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



or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

28. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Unless expressly specified in an Engagement SOW, the Services to be provided by Contractor will not require or involve access, collection, use, processing, storing, or generating any State Data. The State will not enable, and will use commercially reasonable efforts to prevent access and disclosure of State Data to Contractor. Contractor will use commercially reasonable efforts to prevent gaining access to State Data. If Contractor inadvertently receives access to State Data in the performance of Services despite the parties' efforts, then Contractor shall handle such State Data in accordance with Section 29. If the parties enter into an Engagement SOW that expressly identifies that Contractor or its Subcontractor will require access to State Data to be utilized by Contractor or its Subcontractor in the provision of Services, Contractor will be provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Compromise of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than seventy-two (72) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required



to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract.

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

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or Subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and Subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a Subcontractor is permissible where: (a) use of a Subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the



Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any Subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
 - d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
 - e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
30. **Data Privacy and Information Security**. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and Subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which shall be provided to Contractor, which shall be treated as Confidential Information.
31. **Records Maintenance, Inspection, Examination, and Audit**. The State or its designee may, upon 30 days prior written notice, audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

After providing the notice specified above, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide



reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

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

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

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

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

34. Compliance with Laws. Both parties must comply with all federal, state and local laws, rules and regulations.



35. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
36. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
37. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
38. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Products, Services, and Deliverables from other sources.
39. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster, acts of God, or supply chain disruptions not caused by Contractor that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its Subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
40. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to each party's respective Contract Administrator. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
41. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
42. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
43. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.



44. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
45. **Entire Agreement.** This Contract, including the Statement of Work, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of the Statement of Work or other document, the following order of precedence governs: (a) first, this Contract; (b) second, the Statement of Work; (c) third, attachments and exhibits to the Statement of Work. EXCEPT FOR LICENSE AGREEMENTS WITH SUPPLIERS AGREED TO IN WRITING BY THE STATE, **NO TERMS ON ANY INVOICE, QUOTE, PURCHASE ORDER, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE PRODUCTS, SERVICES, OR DELIVERABLES (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION, WHETHER BY CONTRACTOR, SUPPLIER, OR SUBCONTRACTOR, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF SUCH PRODUCT, SERVICE, DELIVERABLE (INCLUDING SOFTWARE AND HARDWARE) OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.**

Michigan Master Computing Program
Statement of Work
Schedule A – Statement of Work
Exhibit 1 – General Overview

1.0 GENERAL OVERVIEW

1.0.1 PURPOSE

The purpose of this Contract is for the Contractor to provide as needed IT commodities and services as noted below:

1. Hardware Module (Schedule A, Exhibit 1 and 3) – Computer hardware (including OEM Software), hardware maintenance, & associated assessment, installation, integration, and implementation services purchased through the Contract(s)
2. Software Module (Schedule A, Exhibit 2 and 3) – Licensed software, software maintenance, & associated assessment, installation, integration, and installation services purchased through the Contract(s)

1.0.2 PROGRAM

The Michigan Master Computing Program (MMCP) is supported by a bid process to compete for the State's IT purchases that are in scope for each exhibit (Hardware & supporting services; software & supporting services; or both). The MMCP prequalification program consists of multiple contractors.

1.0.3 IN SCOPE

Any IT purchase not specifically listed the Out of Scope section below. The scope and requirements related to the purchase of specific IT commodities and services are noted in each exhibit included in Schedule A. The State reserves the right to refresh the vendor pool (increase or decrease) annually as it sees fit in the best interest of the State; including increasing or decreasing the number of modules a contractor is awarded.

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

1.0.4 OUT OF SCOPE

The following are out of the scope:

- Desktop Application commodity product training required by the State for End-users.
- Staff Augmentation Services as it relates to consultants and specific tool sets not mentioned in this Contract.
- Software Development.
- Professional services for hardware or software not purchased through this Contract.

Individual exhibits in Schedule A may identify other out-of-scope items.

1.0.5 REQUIREMENTS/DELIVERABLES FOR ALL PRODUCTS

Contractor will provide State-approved products and services; the State will approve all additions, deletions, or changes to the State-approved products. At the State's request Contractor will source and quote new products and services, including one-time purchases and additions to the Catalog. Contractor will notify the State as specified in each Module of any changes to these products.

Contractor, upon commercial announcement of new components that can be technically and economically substituted or added for/to items listed in the current Product Web Catalog, will offer said items for addition or substitution to the Product Web Catalog. These item(s) may be accepted at the option of the State, provided at least equivalent performance with economic benefits or significantly enhanced performance at no additional cost per unit of capability accrues to the State. End of life ("sunsetting") products frequently purchased by the

Michigan Master Computing Program Contract

State should be offered to the State at discounted rates as Contractor sells off its inventory of such items.

1.0.5.1 ERP Integration

1.0.5.1.1 ITRAC

The State currently has an Intranet web application, ITRAC, which is used for requesting, approving, reporting and tracking IT commodity and maintenance purchases. Contractor will provide a file that contains the common commodities that are ordered by the State.

The following requirements must be met for integration with ITRAC:

- 1) Catalog file is a text file (flat file) with data elements delimited by tab characters,
- 2) Contractor will provide incremental updates to the catalog received daily (Monday-Friday 6 PM EST)
- 3) A full load file will be received weekly (Friday 6 PM EST)
- 4) The file will be transferred to the State Data Exchange Gateway using FTP.
- 5) The length of "Description" field will be kept under 255 characters.
- 6) The catalog file structure/format may be changed as a new design is implemented in the ITRAC system.
- 7) The Description file must support the addition of a 4 character identification code used to match commonly purchased items. Example: "E01-"
- 8) Required data elements are:
 - OPERATION_CODE
 - ITEM_NUMBER
 - MANUFACTURER
 - VENDOR
 - BLANKET PURCHASE ORDER NUMBER
 - DESCRIPTION
 - CATEGORY
 - SKU
 - PRICE
 - AGENCY_APPROVED

1.0.5.1.2 Future ERP Integration

The State is currently engaged in a project to implement the new State-wide Integrated Governmental Management Applications (SIGMA) ERP System, which is based on the CGI Advantage suite of applications. This is expected to replace ITRAC and other legacy State systems and become the new requisition and procurement system for the State. Migration to SIGMA is tentatively targeted for 2017.

Contractor shall, at no additional cost to the State, provide a State Web Portal and integrate it with the State' ERP Solution when the State migrates purchasing operations to the new system. Contractor will work with the State's identified ERP migration project team to obtain specific integration requirements. The Contractor will supply a catalog for products available under the Contract, which will reflect real-time product inventory, pricing, and availability information.

Contractor will grant the State and the State's authorized ERP provider a non-exclusive, limited license to use, reproduce, transmit, distribute, and publicly display within the ERP Solution the Contractor's punch-out catalog-site, including all of Contractor's trademarks, service marks, logos, trade dress, or other branding designation of Contractor that identifies the products made available under the Contract.

1.0.5.2 MIDEAL WEB PORTAL

Contract shall be available to members of the State's MiDEAL Program. This program allows local governments, other states, and other authorized entities to use State contracts for their procurement needs. The State does not restrict what products and services are available through MiDEAL, so long as they meet the Contract's scope. As a result the Contractor will need to provide a separate, web-based, secure MiDEAL catalog and portal. Contractor' MiDEAL Web Portal will provide to the State on-line, searchable reports on the business conducted through the contract to MiDEAL members. Please see Sections 11 and 12 of the Terms and Conditions.

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1.0.5.3 ORDER PROCESS

1.0.5.3.1 ORDER PROCESSING

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

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

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

1.0.5.4 SUBSTITUTIONS

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

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

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

1.0.5.5 DELIVERY

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

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

Contractor will provide the following delivery options:

- Standard Delivery, meaning where the product is delivered to a fixed delivery point (such as a State Warehouse) and State employees perform the unloading of the truck for the logistics company. Loading dock is available.
- Inside Delivery, meaning where the product is delivered to a location inside of a State building location. Contractor's logistics company is responsible to unload the delivery vehicle. Loading dock may or may not be available.
- Deskside Delivery, meaning where the Contractor's logistics company delivers the product directly to the end users' desk location within a State building. Loading dock may or may not be available.

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

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

1.0.5.6 SHIPMENT NOTIFICATION

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

1.0.5.7 ACCEPTANCE CRITERIA FOR DELIVERY

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

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

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

1.0.5.8 PACKAGE LABELS AND PACKING SLIPS

1.0.5.8.1 BAR-CODING

Bar-Coded Information – The following information will be required on the vertical face of packages containing IT assets in a standard bar code format:

- a. State of Michigan Purchase Order Number
- b. Model Number(s)
- c. Serial Number(s)

The data for each field must be in standard print beside/above/below each bar code.

1.0.5.8.2 PACKING SLIPS

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

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

1.0.5.9 RETURNED PRODUCTS

Delivery Errors

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

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Returns or Amendments at State's Request

Contractor will provide an order cancellation and amendment process that will allow the State to return products up to 20 business days from the date of receipt. The State may cancel an order prior to shipment at no cost.

1.0.5.10 PRODUCT RECALL NOTIFICATIONS

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

1.0.5.11 PROCESS FOR OBTAINING QUOTES

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

All quotes, except quotes for servers and or server components from the major manufacturers, will be valid for a period of thirty (30) business days from the date the quote is received by the State.

Quotes for servers and server components from the major manufacturers will be valid for a period of sixty (60) business days from the date the quote is received. Quotes will be subject to change if any quoted component becomes unavailable. Contractor will notify the State of this occurrence. Contractor will then submit a revised quote to the State to satisfy the request, along with explanation.

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

1.0.6 ENGAGEMENT STATEMENT OF WORK PROCESS

Unless where otherwise specified, Engagement Statements of Work (SOW) shall be used to define engagement-specific services. Please refer to Modules 1 and 2 for specific services allowable for each Module. Services purchased from this Contract must comply with the Contract's allowable scope. See Exhibit E for the Service Engagement Statement of Work Template.

At the State's request, the Contractor will develop and propose in writing a solution, including price that shall be valid for 30 business days. The proposed solution will be submitted to the requestor within 10 business days from the request. Cost structures for all SOW's shall be based on: a) defined milestones or deliverables; or b) per-device fees.

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

1.0.7 LEASING (Optional)

Contractor will provide options to lease products to the State, which will include acquisition, installation, maintenance, removal and disposal. Lease options may be either capital or operational. Lease options will be consistent with Governmental Accounting Standards Board (GASB) standards.

1.0.8 REPORTS

Contractor shall publish the following reports in a Web portal for authorized users, and make available as identified below, and update at minimum according to the frequencies listed below. All reports must be exportable to common formats from the Web portal.

1.0.8.1 DAILY REPORTS

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1.0.8.1.1 Shipping Report

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

- Ship To Location
- Address
- City
- Zip
- Shipper Tracking Number
- Service Tag
- State PO Number
- Agency
- Category (Server, Desktop, Laptop, Tablet, Software)
- Model / Title
- Quantity
- Unit Price
- Ship Date
- Manufacturer Part#
- Contractor PO Number
- Shipment Carrier
- Agency Code
- Manufacturer/Publisher Name
- Manufacturer Order#
- Expected Delivery Date
- Warranty Start Date
- Warranty End Date

1.0.8.1.2 Open Order Report

Contractor will provide a daily report of all open orders that details the following information on an individual PO basis. The report will include:

- State PO#
- Contractor PO#
- Product Description
- Quantity
- OEM Part#/SKU#

1.0.8.2 MONTHLY REPORTS

Contractor will provide the following reporting solutions:

1.0.8.2.1 Monthly Contract Updates on Prices/Products

Contractor will provide a monthly Contract update to the State as prices and products change. Any update will state:

Changes (product additions/deletions, State price changes, manufacturer's part numbers changes, etc.) that have occurred since the last monthly Contract update and must include the following items:

1. Publisher or Manufacturer's part number, description, State price, type of change, and explanation.
2. Manufacturer/Contractor web address for more detailed product information,
3. Price for added products

Vendor Activity Report

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

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

Aged Receivable Report

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

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

DOA Report/Warranty Report

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

- SOM PO Number
- Product Description
- Manufacturer Name (Dell, HP, Lenovo, APC, Oracle, etc.)
- Model Number
- Product Category (Desktop, Laptop, Tablet, Server, etc)
- Serial Number (Vendor Unique Service Tag Number) from Replaced PC
- Warranty End Date
- New Serial Number
- Incident Date
- New Order Ship Date
- Problem Description

1.0.8.3 Asset Report

The Contractor will transmit a file that interfaces with the State's asset management system, Information Technology Asset Management (ITAM), and the State Data Center's Configuration Management Data Base process, for asset reporting at no additional cost to the State.

1.0.8.3.1 Hardware Asset Report

- Ship To Location
- Address
- Service Tag
- State PO Number
- Agency
- Model
- Category (ex: Server, PC)
- Ship Date
- Agency Code
- Warranty/Maintenance Start Date
- Warranty/Maintenance End Date

1.0.8.3.2 Software Asset Report

- Ship To Location
- Address
- State PO Number
- Agency
- Title
- Category (ex: Perpetual, Subscription, Maintenance)
- License Metric (ex: User, Device, Processor)
- Quantity
- Software Key
- Ship Date
- Agency Code
- Term Start Date
- Term End Date
- License Cost

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1.0.8.4 QUARTERLY AND ANNUAL REPORTS

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

- Metrics and SLA Summary, showing all SLA's (for each unmet SLA, detailed explanation must be provided)
- Warranty and Maintenance Services Summary, including % of services that met SLA
- Quarterly Purchases Volume, including breakdown by Top 20 OEM's
- MiDEAL Members Purchase Volumes
- Lease Report, detailing initiation and expiration
- Warranty, Maintenance, & Subscription Expiration Report, up to six months in advance.
- State administrative fees collected and payable

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

Contractor will provide the following annual reports

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

1.0.8.5 AD-HOC REPORTS

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

1.0.8.6: REPORT DASHBOARD

Contractor will provide an online dashboard through their Portal that will show the following reports, which shall be updated monthly:

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

1.0.9 CONTRACTOR STAFF, ROLES & RESPONSIBILITIES

The Contractor is responsible for:

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

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

1.0.9.1 Technical Support

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

1.0.9.2 Key Personnel:

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

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

• **Single Point of Contact (SPOC)**

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

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

• **Contract Program Manager (CPM)**

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

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

Contract Transition Manager

Contractor will identify a Contract Transition Manager to oversee all aspects of transition and implementation of the Contract as described in Section 1.0.12. The Contract Transition Manager will remain Key Personnel until successful transition to operations of all Contract activities. Likewise, Contractor will identify a Contract

Michigan Master Computing Program Contract

Transition Manager as Key Personnel to oversee all aspects of transition at Contract's end, as described in 1.0.12.

Organizational Chart

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

Contractor Identified Key Personnel

Single Point of Contact	Contract Program Manager	Contract Transition Manager
<i>Guy Youngblood One Dell Way Round Rock, Texas 78682 512-513-8919 guy_youngblood@dell.com</i>	<i>Todd R. Johnson 501 Cottonwood Creek Mount Juliet, TN 3122 269-806-6632 todd_r_johnson@dell.com</i>	<i>Diane Wigington Contract Manager One Dell Way, Box RR8-07 Round Rock, Texas 78682 512-728-48005 diane_wigington@dell.com</i>

1.0.10 ROLES & RESPONSIBILITIES OF THE STATE

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

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

State Michigan Master Computing Program Manager:

Chad Hardin
517-241-7114
Hardinc1@michigan.gov

1.0.11 CONTRACT PROGRAM IMPLEMENTATION

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

1.0.12 TRANSITION PLAN AT THE END OF THE CONTRACT

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

- **Transition Plan.** The Contractor will work together with the State and/or a Third Party Provider to develop a transition plan (the "Transition Plan") setting forth the respective tasks to be accomplished by each Party in connection with the Transition and a schedule pursuant to which such tasks are to be completed. The Contractor will also participate in the execution of the Transition Plan by performing tasks mutually agreed upon in the development of the Transition Plan.

Michigan Master Computing Program Contract

- **Knowledgeable Personnel.** The Contractor will make available to the State or the Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to develop products and services to the State.
- **Single Point of Contact.** The Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

1.0.13 CONTRACT PERFORMANCE

1.0.13.1 METRICS

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

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

Contractor will provide the Services according to the metrics detailed below; based on the awarded module(s). Metrics will be completed with the following operational considerations:

I: Service Metric #	II: Service	III: State Minimum Metric
A1	PC Delivery, No installation (hardware module)	10 business days, aggregate of all line item units delivered
A2	PC Delivery, with installation (hardware module)	15 business days, aggregate of all line item units delivered
A3	Commodity Server Delivery (hardware module)	15 business days, aggregate of all line item units delivered
A4	Custom-configured Server Delivery (hardware module)	20 business days, aggregate of all line item units delivered
A5	Software Delivery (software module)	10 business days, inclusive of all line item units delivered
A6	Non-Server Quote Delivery (all modules)	3 business days from request
A7	Server Quote Delivery (hardware module)	5 business days from request
A8	Engagement Statement of Work (all modules)	10 business days from request
A9	PC Warranty & Maintenance (hardware module)	Next business-day response
A10	Server Onsite Warranty & Maintenance: critical (hardware module)	2-hour response
A11	Server Onsite Warranty & Maintenance: high (hardware module)	4-hour response

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I: Service Metric #	II: Service	III: State Minimum Metric
A12	Server Onsite Warranty & Maintenance: standard (hardware module)	Next business-day response

1.0.13.2 SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

Contractor will report on a quarterly basis on all SLA's calculated from service metrics based on the awarded module(s), which are defined below.

The Contractor acknowledges that late or improper completion of the Services will cause loss and damage to the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result. If there is late or improper completion of the Services, the State is entitled to collect liquidated damages in the amounts designated for the following cases:

- Missed Service Level Agreements will be assessed the amounts detailed in Table 1.0.13.2-A below.
- Unauthorized Removal of Key Personnel will be assessed as detailed in the Contract Terms and Conditions Section 7: Performance of Services.

In the event the Contract is terminated, the State will be entitled to collect liquidated damages. These amounts are not intended to be a penalty.

I: Service Metric#	II: Service	III: Quarterly SLA (% of purchase orders)	IV: Assessed LD
A1	PC Delivery, No installation (hardware module)	95%	10% of order's late line item cost
A2	PC Delivery, with installation (hardware module)	95%	10% of order's late line item cost
A3	Commodity Server Delivery (hardware module)	95%	10% of order's late line item cost
A4	Custom-configured Server Delivery (hardware module)	95%	10% of order's late line item cost
A5	Software Delivery (software module)	95%	10% of order's late line item cost
A9	PC Warranty & Maintenance (hardware module)	95%	\$25 per late response
A10	Server Warranty & Maintenance: critical (hardware module)	95%	\$1,000 per late response
A11	Server Warranty & Maintenance: high (hardware module)	95%	\$100 per late response
A12	Server Warranty & Maintenance: standard (hardware module)	95%	\$25 per late response

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1.0.14 PRICING AND INVOICING REQUIREMENTS

Attached is Schedule B Contractor product pricing to the State, based on a minimum percentage discount off a verifiable price index (VPI) which will be used to establish a product's not-to-exceed price to the State. Contractor may (and is encouraged) to provide additional discounts. Contractor must notify the MMCC Program Manager of any price increases before the change is made. The State reserves the right to negotiate individual transaction and agreement pricing, as it deems in its best interests. The State reserves the right to establish and use other contracts, as it deems in its best interests.

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

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

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

- Invoice Number (unique)
- Invoice Date
- State Purchase Order Number
- Bill-To Address
- Ship-To Address
- Payment Terms
- Commodity/Service Name
- Description
- Unit/Deliverable Price
- Total Price
- Invoice Subtotal
- Shipping and Handling (if applicable)
- Total
- Invoice Payment Due Date
- Period of Service, if applicable

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Schedule A – Statement of Work
Exhibit 2 – Hardware Module

1.1 HARDWARE

1.1.1 PURPOSE

Contractor has been selected to provide the State a broad range of Hardware products and services as listed in this module. These include core hardware and optional hardware, as defined below.

The State does not guarantee it will buy any specific item or any total amount.

1.1.2 BACKGROUND

Currently, the State has standardized on specific devices for End-user hardware and servers. The State reviews manufacturer and product standards on an annual basis.

1.1.3 IN SCOPE

Contractor, at the State's request, will provide:

- End-User Devices, servers, racking infrastructure, storage, back-up and associated peripherals including any bundled software.
- Assessment, integration, installation, and implementation services in support of the commodities purchased through the resulting Contract.

Warranty and maintenance services will be provided on all equipment that is offered and purchased or leased through this Contract. Delivery, support, warranty and maintenance may be provided by the Contractor using subcontractors. The Contractor will be responsible for the timeliness and quality of all services provided by individual subcontractors.

The Contractor will deliver to locations requested by the State.

Warranty and Maintenance purchased prior to the effective date of this Contract will remain in force with the manufacturer until the end of the service period. Only new services will be purchased through this Contract.

1.1.4 RESERVATION OF RIGHTS

The State reserves the right to purchase products outside of the Contract based on its sole determination of best value.

1.1.5 REQUIREMENTS/DELIVERABLES

If installation services are required, all equipment delivered will be fully configured, bootable and ready to operate.

1.1.5.1 END-USER DEVICES

The State identifies standards for desktop, laptop and tablet systems bundles/solutions. These are typically reviewed on a yearly basis or as market conditions dictate. The State intends to have End-User Device solutions in place for a minimum of six months with a maximum of 2 configuration changes per year.

Contractor will meet the following requirements:

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1. Equipment that has not yet entered the production phase of the manufacturer may not be included in the Contractor portal.
2. The equipment must include associated hardware and OEM software that will allow the operation of the product as a stand-alone unit, a networked unit in a local area network (LAN), a networked unit in a wide area network (WAN), wireless applications or any combination of the four.
3. Where the State does not require an OEM operating system software license, the State expects a decrease in the packaged unit price of the END-USER DEVICE.
4. Contractor will furnish the models, configurations and price on the following desktop, laptop, and tablet products provided in the Hardware Pricing, Schedule B, Exhibit 1; Standard products and pricing for Standard products will be updated periodically through the Program as requested by the Program Manager.
 - a. Contractor should provide any additional discounts available if the equipment is bundled such as a desktop purchased with a standard monitor.
 - b. Contractor should provide any additional discounts available for quantities obtained.
5. Non-Standard Products - In addition to the desktop and laptop models listed in Hardware Pricing, Schedule B, Exhibit 1, Contractor will be required to furnish the complete product line of End-user devices.
6. As part of on-going product refresh, Contractor will provide new product models of equivalent or superior function relevant to end of life models. Contractor will inform the MMCP Program Manager of any product refresh in advance. The Program Manager will advise Contractor of the State's decision on configuration and pricing.
7. Contractor will provide warranty coverage for all End-user devices purchased, or leased, per the following requirements:
 - a. Desktops, laptops, and tablets shall be a minimum of onsite, four (4)-years parts and labor and expense warranty, with next business day repair, and must be included in the purchase price of all equipment. All repairs and component replacements shall be performed by the Warranty Provider.
 - b. The Contractor will provide manufacturer-certified systems engineers, in adequate numbers, to provide support for the State's infrastructure for warranty service and any support required. These engineers must be able to be reached by phone via the toll-free number for problem resolution, and should be able to be onsite within the time frame indicated under the warranty or maintenance service purchased.
 - c. It will be the responsibility of the Contractor to complete warranty requests and to notify the State of service completion, either directly or through a third party provider. Contractor or a designated subcontractor must be a manufacturer's authorized service representative for all equipment on the Contract.
 - d. The Contractor will serve as an agent for the State in obtaining the best (in terms of coverage, pricing, and duration) warranties available and work with manufacturers so that warranty commitments are met.
 - e. All standard warranty costs, excluding any upgrades or extensions, are to be included with the equipment prices.
 - f. State offices are dispersed geographically throughout Michigan. Contractor will provide warranty and/or maintenance services at all State locations, including the Upper Peninsula and State Correctional Facilities.

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- g. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 a.m. to 5:00 p.m., excepting State-observed holidays). The principle period of maintenance hours may be changed upon 20 business days written notice by mutual agreement (between the individual State agency and the Contractor), except that the Contractor shall make every reasonable effort to change its schedule in a shorter period of time, if requested by the State.
- h. All defective items must be replaced at no additional cost to the State. All equipment dead on arrivals (DOAs) will be replaced with new equipment and treated as a Second Day Rush order delivery at no additional cost to the State or, at the State's option, Contractor will repair the equipment per the terms of the equipment warranty.

The DTMB Client Service Center (CSC) will determine to their best ability the root cause of the failure. The CSC will then notify the Contractor, who will then take ownership of the cases and provide the CSC with a tracking number. The Contractor will include the DTMB tracking number in its information. The Contractor will maintain status information within its case log and notify the CSC using the DTMB tracking number when repair is completed.

Equipment that cannot be repaired within the response time frame shall be replaced. Replacement equipment provided by Contractor must be from the same manufacturer (unless the device is no longer manufactured) and equal to or better than the original equipment being replaced (e.g. higher resolution monitor, or larger hard drive) at no additional cost to the State.

Defective hard drives that have been in use by the State, regardless of warranty or maintenance status, will not be returned to the manufacturer or the Contractor at completion of replacement due to security issues. DTMB will provide, at Contract signing, the procedure for handling defective drives.

MIDEAL End-User Device Purchases

Contractor will be required to furnish models available to the State as well as other desktop manufacturers to MiDEAL members as long as those manufacturers are appropriate to this Contract.

1.1.5.2 PERIPHERALS

Peripherals include but are not limited to monitors, storage, keyboards, uninterruptible power supplies (UPS), optical drives, mice, keyboards, multi-media projectors, memory, speakers, hard drives, GPS receivers, digital cameras, CAD equipment, and Adaptive/Assistive technology devices.

Contractor will furnish peripherals to support the desktop, laptop, and tablet manufacturer models that are offered throughout the Contract's term.

Peripherals will be covered under the manufacturer's warranty.

1.1.5.3 END-USER DEVICE ASSET TAGGING

Each END-USER DEVICE delivered to the State, will be tagged with the following information:

	State of Michigan
Bar Code	"Service Tag"
Service Tag #	Serial Number
Model #	Model No. per manufacturer
Client Service Center #	(517) 241-9700
Toll Free #	(800) 968-2644
Warranty End Date	mm/dd/yyyy
MAC Address	Device's MAC Address

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Service Tag # = Serial Number
Model = Model number per manufacturer.
Phone Numbers furnished by State and constant on all tags.

An example of an existing State asset tag follows here:



1.1.5.4 STATE HARD DRIVE IMAGE

Contractor or their original equipment manufacturer (OEM) will load State-approved images to any requested system hard drive during the factory build process. Contractor will provide the following services:

- Receive, install and manage State-supplied images
- Provide technical resources to support DTMB, test, identify and resolve problems.

Contractor will furnish a device drivers and utilities as needed to perform image development.

System images will be created and maintained by DTMB and uploaded to manufacturer. These images shall not be changed or altered in any fashion except in instances of DTMB approval.

1.1.5.5 EVALUATIONS UNITS

Contractor will provide DTMB evaluation units of new computer models as they come into existence, without initial cost, for analysis and image adjustment, for a time frame not less than 60 business days. DTMB will return or take an option to purchase the device at the end of the evaluation period.

1.1.5.6 SERVERS

The State determines standard Server brands and technologies it uses according to its Technology Roadmap.

1.1.5.6.1 CORE SERVER BRANDS

The State has defined its Core Server Brands. Contractor will provide applicable hardware, maintenance, and onsite field engineer support for Dell, HP, or IBM servers. Additionally, Contractor will provide hardware, maintenance, and support for APC racks.

Contractor will provide the following server warranty options:

- Onsite 2 hour response; 7x24 coverage with 6-hour resolution

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- Onsite 4-hour response; 7x24 coverage
- Onsite 8-hour response; 7x24 coverage
- Next Business Day Onsite

At the State's request, the Contractor must furnish manufacturer extended warranties (beyond the originally purchased warranty), warranty upgrades, and time and materials warranty support through the equipment manufacturers or third party providers. Manufacturer's extended warranty service may be purchased in conjunction with or separately at any time. Only Contractors authorized by the manufacturer or distributor of the equipment may provide manufacturer's warranty Services. Extended warranties shall be inclusive of the services provided under the State's normal warranty process.

Defective hard drives that have been in use by the State, regardless of warranty or maintenance status, will not be returned to the manufacturer or the Contractor at completion of replacement due to security issues. DTMB will provide, at Contract signing, the procedure for handling defective drives.

1.1.5.6.2 OPTIONAL SERVER BRANDS

The State has existing contracts for Cisco and Oracle Servers and Network Storage. The State is interested in options Contractor may provide to procure these solutions.

1.1.5.6.2.1 CISCO SERVERS

The State may procure Cisco servers, along with maintenance, access to onsite field engineer support, and installation, integration, and implementation services.

1.1.5.6.2.2 ORACLE SERVERS

The State may procure Oracle servers, along with maintenance, access to onsite field engineer support, and installation, integration, and implementation services.

1.1.5.6.2.3 LENOVO SERVERS

The State may procure Lenovo servers, along with maintenance, access to onsite field engineer support, and installation, integration, and implementation services..

1.1.5.6.2.4 STORAGE SOLUTIONS

The State may procure storage solutions including but not limited to hardware, software, maintenance, support, and services; including but not limited to orchestration, fabric, storage, and backup/continuity.

1.1.5.6.2.5 CUSTOMER-PREMISE TELECOMMUNICATIONS AND SECURITY SOLUTIONS

The State may procure customer-premise telecommunications and security solutions including maintenance, support, and services. Customer-premise telecommunications, security hardware and software, and associated services include but are not limited to; network routers and switches, network management hardware and software, warranty maintenance, pre-sales support, and installation, integration, and implementation services. IP video, IP telephony, and unified communications hardware and software are considered network components.

1.1.6 DISCRETIONARY HARDWARE

The State at its option and based on its determination of best value may procure other Hardware through the Contract. This will be effected through a quote process with final decision based on best value. Contractor will provide requested hardware, hardware maintenance, and support, if requested.

Hardware components or peripherals must also be available and may include, additional processors, server rack rails, memory, cables and power cords in varying lengths, extra hard drive units, tape storage backups drives, Network Attached Storage (NAS), direct attached storage (DAS) etc.

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The State will have a need to acquire parts for server-based computing platforms already in place at the State, through this Contract. The Contractor must be able to provide these parts as needed during the term of the Contract at the percent off of list, or markup percentage as denoted on the cost model.

1.1.7 PRODUCT TECHNOLOGY ROADMAPS

Contractor will provide quarterly technology roadmap updates relevant to changes in products in use by the State. In particular, Contractor will provide six months' advance notice to the State on chipset changes or Product scheduled to go end of life (EOL).

1.1.8 HARDWARE ASSESSMENT, INSTALLATION, IMPLEMENTATION, AND INTEGRATION SERVICES

At the option of the State, through a Statement of Work, the State may purchase Installation, Implementation, and Integration service on fixed per-unit basis or as fixed deliverable price. Reimbursement for travel and expenses shall be factored into the cost.

Services will vary, based on the type of equipment being installed. Contractor will ensure the equipment will operate properly in the State's environment at the end of installation. Installation Services may include, but are not limited to:

- A. End-User Computing Device Installation - Installation capabilities may include, but not be limited to:
 - 1. Site Hardware Set-Up, which may include
 - a. Desk-side delivery
 - b. Unpack system
 - c. Save files from old systems by copying to server or media
 - d. Removal of old system
 - e. Wipe or remove hard drive for data destruction, as defined
 - f. Pack old system for Asset Recovery
 - g. Install system unit and any previously attached peripherals
 - h. Connect to network and test connection
 - i. Complete User login
 - j. Set up and test printer connection
 - k. Initiate Software push
 - l. Confirm successful completion of all activities
- B. Solution training for State administrators and operators

1.1.9 DATA RECOVERY (OPTIONAL)

Contractor will provide data recovery services on end-user computing devices and servers.

1.1.10 ENVIRONMENTAL (GREEN) REQUIREMENTS

In compliance with the State's directive for energy efficiency, recycling, environmentally-sound disposal and low-toxicity materials. (See Executive Directive 2007-22 at http://www.michigan.gov/formergovernors/0,4584,7-212-57648_36898-180298--00.html). Contractor shall, wherever applicable, provide products that comply with industry-wide standards.

The State requires that the devices be Energy Star compliant, be so labeled, and the Contractor will document, when required, the energy savings the State can expect to realize per year by implementing suggested devices. The devices must also be EPEAT rated, and the vendor must show that the devices they are suggesting for State of Michigan use are in the EPEAT registry. The devices must also minimize the amount of overhead needed during operation. This includes power consumption, heat, and air conditioning

- 1. Contractor will identify and offer power-state management tools.

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2. Contractor will identify and offer a disposal program that ensures value is obtained for old equipment. Such programs may include recycling of the devices through refurbishment, redeploying the equipment in another jurisdiction and/or recycling of parts or materials of the equipment. This program must meet zero landfill requirements and provide for the secure disposal of computer data-storage components at either DoD-standard erasure level, or approved physical destruction of said components.
3. Contractor will offer products whose manufacturer offers a free packaging take-back program where the packaging material can be collected/returned to manufacturer or recycler for reuse or recycling at the State's option. As an option, Contractor may propose bulk packaging such as shipping an order in one pallet or container without individual packaging of equipment.

Contractor will provide products whose manufacturers provide a publicly available written corporate environmental policy consistent with the aspects of the policy requirements laid out in the ISO 14001 standard.

"ISO 14001" is the conformance standard within the family of ISO 14000 documents developed by the International Organization for Standardization (ISO) in Geneva, Switzerland. Similar in structure to the ISO 9000 quality management system standard, ISO 14001 outlines key requirements companies should comply with in order to operate in an environmentally responsible manner. Utilizing ISO 14001, companies can merge environmental programs into one coherent system to efficiently manage all environmental activities. In short, ISO 14001 provides organizations with a way to demonstrate to their customers that their environmental processes and impact are effectively managed, continually improving, and part of the corporate management system. For more information, please refer to www.iso.org.

1.1.11 CONTRACTOR VALUE ADDED SERVICES

Contractor proposed value added services are captured in Schedule C, Exhibit 1- Value Added Services for use by the Michigan Master Computer Program upon the request of the State's Program Manager so support the program activities and goals.

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Schedule A – Statement of Work
Exhibit 3 – Software Module

1.2 LICENSED SOFTWARE

1.2.1 PURPOSE

Contractor will provide a broad range of Software products and services as listed in this module. These include Core Software, Discretionary Software, and Optional Software, as defined below

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

1.2.2 BACKGROUND

The State of Michigan purchases Software licenses and renewable maintenance and support as needed. The State establishes the best portfolio of contracts to provide Software.

1.2.3 IN SCOPE

Contractor, at the State's request, will provide Licensed Software to the State. Licensed Software is hereby defined as:

- Commercial off the Shelf (COTS), pre-packaged software , which may be installed on end-user devices, servers, or other computing equipment
- Software maintenance, which is defined herein as related standard commercial Software Publisher's software support services, which may come bundled with the software license or sold separately. Software support services are dictated by the Software Publisher, and may often include bug fixes, error-corrective services, update, and new versions that are improvements, extensions, or other changes that are logical improvements or extensions of the original product. It may also include software documentation or access to remote technical support.
- Pre-configured, pre-integrated Software appliances.

Contractor's services to be provided to the State will include:

- Quote Licensed Software
- Assistance with renewal of Licensed Software subscriptions and software maintenance

Contractor will provide the following services

- Onsite software field technical support and security incident response services at the State's discretion
- Assessment, Installation, Integration, and Implementation services (see Section 1.2.6) at the State's discretion for specific Software engagements, which will be paid based on defined deliverables found on the State's Engagement Statement of Work as agreed to between the State and Contractor/Subcontractor to support software purchased through the Contract.

1.2.4 OUT OF SCOPE

- Software services for development, customization, modifications, and/or creation of enhancements are not within the scope of this Contract.
- Enhancements altering the functionality, and/or adding new functions not related to a maintenance modification or a commercial, generally available Software release are not within the scope of the Contract.

The State reserves the right to purchase Licensed Software outside of the Contract when it determines that an items' pricing is not competitive with the open market.

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

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1.2.5 SOFTWARE REQUIREMENTS

1.2.5.1 SOFTWARE DELIVERY AND LICENSING

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

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

1.2.5.2 PUBLISHER SOFTWARE LICENSE AGREEMENTS

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

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

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

1.2.5.3 CORE SOFTWARE

Core software are those State-standard brands for which this Contract will become the State's primary procurement vehicle. The State-standard brands will change over time as the State sets new standards. Contractor will work vendors identified to provide new State-standard brands. The State has designated the following Core Software brands as critical to operations and data security:

1. Adobe
2. BMC
3. Citrix
4. HP
5. Microsoft
6. Symantec
7. VMWare

Specific requirements for providing Core Software are detailed in the sub-sections below.

1.2.5.3.1 ADOBE SOFTWARE

Contractor will provide access to and support the State's existing Adobe agreements for Licensed Software, and, at the State's option, assist in the establishment and renewal of new agreements.

1.2.5.3.2 BMC SOFTWARE

Contractor will provide access to licensing and support of BMC Software, and, at the State's option, assist in the establishment and renewal of new agreements.

1.2.5.3.3 CITRIX SOFTWARE

Contractor will provide access to and support the State's existing Citrix agreements for Licensed Software, and, at the State's option, assist in the establishment and renewal of new agreements.

1.2.5.3.4 Hewlett Packard Solutions Software

Contractor will provide access to licensing support for Hewlett Packard Solutions Software, and, at the State's option, assist in the establishment and renewal of new agreements.

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1.2.5.3.5 MICROSOFT SOFTWARE

Contractor will provide access to and support the State's existing Microsoft Agreements, and, at the State's option, assist in the establishment and renewal of new agreements.

1.2.5.3.6 SYMANTEC SOFTWARE

Contractor will provide access to and support the State's existing Symantec agreement for Licensed Software, and, at the State's option, assist in the establishment and renewal of new agreements.

1.2.5.3.7 VMWARE SOFTWARE

Contractor will provide access to Software license, including federal sku# products, and support for VMWare Software, and, at the State's options, assist in the establishment and renewal of new agreements.

1.2.5.4 DISCRETIONARY SOFTWARE

The State at its option and based on its determination of best value may procure other Licensed Software titles through the Contract. Contractor will provide requested software with value-add, including renewals of software maintenance and support.

1.2.5.5 OPTIONAL SOFTWARE

The State has certain core software brands that are currently procured through direct contracts with the Software Publishers. The State wishes to determine whether a VAR contract vehicle may provide cost-competitive pricing for these products, relative to the direct contracts. The State reserves the right to include Optional Software, either in award of this Contract or as result of future negotiations, on a brand-by-brand basis.

1.2.5.5.1 CA SOFTWARE

Contractor may provide access to CA software licenses, maintenance, support services, and training to perform server operation monitoring.

1.2.5.5.2 COMPUWARE/DYNATRACE

Contractor may provide access to Compuware/Dynatrace software licenses, maintenance, support services, and training.

1.2.5.5.3 IBM SOFTWARE

Contractor may provide access to IBM software licenses, maintenance, support services, and training.

1.2.5.5.4 NOVELL SOFTWARE

Contractor may provide access to Novell software licenses, maintenance, support services, and training.

1.2.5.5.5 ORACLE SOFTWARE

Contractor may provide access to Oracle software licenses, maintenance, support services, and training.

1.2.5.5.6 SAP SOFTWARE

Contractor may provide access to SAP software licenses, maintenance, support services, and training.

1.2.6 SOFTWARE ASSESSMENT, IMPLEMENTATION, INTEGRATION, INSTALLATION SERVICES

Contractor will provide assessment, implementation, integration, and installation services at the State's option, for specific, deliverable-based service engagements, including solution training for State administrators and operators. Contractor will supply trained, qualified personnel on a case-by-case basis, who will provide these services, based on the State's needs. The State will provide an Engagement Statement of Work to the Contract which will be managed, provided to Contractor, and updated by the DTMB Program Manager.

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Schedule B - Pricing
Exhibit 1 - Hardware Price Tables

1. Core End-User Device Configurations

- a. Pricing will be determined by the annual competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. If the primary vendor selected during the annual competitive bidding process cannot provide all products a secondary vendor will be selected to provide the remaining products. This will be added as a change notice to each contract in the year awarded.
- b. Not to Exceed Prices based on Contractor's verifiable price index (VPI) for remainder of calendar 2016 and into calendar year 2017 until bidding process is opened for next annual sourcing (anticipated to be January 2017).
- c. The price lists and products listed are subject to change over time; standard products will be changed in accordance with the State standards kept and updated by DTMB.

i. Hardware

Line Item	MFR	Hardware Item	Bidder's Minimum % Discount to VPI Cost	Comments
1	Dell	Dell-SFF-wo-Monitor	35%	
2	Dell	Dell-SFF-w-Monitor	35%	
3	Dell	Dell Micro-wo-Monitor	35%	
4	Dell	Dell Micro-w-Monitor	35%	
5	Dell	Dell CAD-GIS	35%	* Precision T3620
6	Dell	14" Laptop wo Port Rep	35%	
7	Dell	14" Laptop w Port Rep	35%	
8	Dell	15" Laptop wo Port Rep	35%	
9	Dell	15" Laptop w Port Rep	35%	
10	Dell	CAD GIS Laptop	35%	
11	Dell	Dell Rugged Extreme	35%	* includes NBD on-site service
12	Dell	Dell Latitued 14 Rugged	35%	* includes NBD on-site service
13	Dell	Dell Latitued 14 Rugged w Port Rep	35%	* includes NBD on-site service
14	Dell	Dell Rugged Tablet	35%	* includes NBD on-site service
15	Dell	Dell Rugged Tablet w Dock	35%	* includes NBD on-site service
16	Dell	Dell 2 in 1 (7275)	35%	
17	Dell	Dell 7370 Laptop	35%	
18	Dell	Dell Ultrabook 7250	35%	
19	Microsoft	Surface Pro 4	5%	
20	Lenovo	Lenovo X1 Yoga		
21	Lenovo	Lenovo X1 Tablet		

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ii. Accessories

Part Number	Commodity Description and Part Number	Bidder's Minimum % Discount to VPI Cost	Comments
469-4546	DELL 90W AUTO/AIR DC TRAVEL ADAPTER (469-4546)	14%	
331-6304	Dell E-series E/port Plus Advanced Port Replicator (331-6304)	14%	
331-6307	Dell E-series E/port Simple Port Replicator (331-6307)	14%	
330-0875	Dell CRT Monitor Stand (330-0875)	14%	
A0390912	Targus Rolling Laptop backpack style carrying case - fits laptops of screen sizes up to 15.4" (A0390912)	6%	
330-9456	Dell MS111 USB Optical Mouse OptiPlex and Fixed Precision (330-9456)	14%	
570-AANS	Dell Wireless Mouse - WM326(570-AANS)	14%	
331-9653	Dell Business Multimedia Keyboard (331-9653)	14%	
429-AAUX	Dell External DVD/RW (429-AAUX)	14%	
A4051230	Dell Wireless Desktop MK320 Keyboard/Mouse Bundle(A4051230)	6%	
A1586557	Dell Dual-Monitor Stand Flat-Panels Only (A1586557)	6%	
12000 mAh)(451-BBLZ	Dell Power Companion (12000 mAh)(451-BBLZ)	14%	
18000 mAh)(451-BBKV	Dell Power Companion (18000 mAh)(451-BBKV)	14%	
450-AEVM	Dell Thunderbolt Dock-240W (Required for 7370 & 7510)	14%	
390 Watt BE650G Back UPS	APC 390 Watt BE650G Back UPS	6%	
C920	Logitech Web Camera HD Pro C920	6%	
460-BBLR	Nylon Carrying Case	14%	
537-BBCC	Dell Rugged Desk Dock, Customer-Install (537-BBCC)	14%	
A8007905	Vehicle Dock DEVMT,DOCKST,DELL,LAT12-14,SP, (A8007905)	6%	
859-BBBC	Dell 23" Touch Monitor P2314T	14%	
320-9794	320-9794 Dell 24 Monitor - P2414H	14%	
983-7873	983-7873 4th Year Limited Warranty Extension, Monitor, Advanced Exchange		
B00E7W1UFQ	Satechi 3-Port Portable USB 3.0 Hub and Ethernet LAN Network Adapter for Windows Mac and Linux		
4XA0E97775	ULTRASLIM USB DVD BURNER THINKPAD		

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45J7915	DISPLAYPORT TO SINGLE-LINK DVI-D MONITOR CABLE		
4X40E77324	PROFESSIONAL BACKPACK		
470-ABQN	Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	14%	
4X90E51405	THINKPAD USB3.0 TO ETHERNET ADAPT		
4X50L08495	BATT_BO TP X1 PRODUCTIVITY MODULE		
40A40090US	Lenovo ThinkPad OneLink+ Dock - Port replicator - 90 Watt - for ThinkPad Yoga 260		
R9Q-00001	Microsoft Surface Pro 4 Type Cover - Keyboard - English - North American layout - black - commercial	14%	
Q5N-00001	Microsoft Surface 65W Power Supply - Power adapter - 65 Watt - commercial - for Surface Book	14%	
320-9704	Dell P2213 22" Monitor with HAS 22.0 Inch VIS Widescreen VGA/DVI/DC/DP	14%	
983-7873	983-7873 4th Year Limited Warranty Extension, Monitor, Advanced Exchange		
4X40E77325	Case_BO Professional Slim Top Load		
4X40E48910	ThinkPad 14" Sleeve SBR Neoprene		
4X80K32539	Lenovo ThinkPad Pen Pro-X1 Yoga		
0B46994	ThinkPad 90W AC Adapter		
4X20E75131	Lenovo USB-C 45W AC Adapter		

2. Server Configurations - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Line Item	MFR	Hardware Item	Contractor's Minimum % Discount to VPI Cost	Comments
1	IBM	P750 (or equivalent)		
2	HP	DL380 (or equivalent)		
3	Dell	PowerEdge R820 (or equivalent)	34%	
4	APC	APC NetShelter Rack (or equivalent)	6%	
* Bidders VPI cost is CDWG Advertised which is publically available at www.cdwg.com				
** Equivalent products are the newest models or an updated product line that replaced a current product line used by the State.				

3. Discretionary Hardware - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

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Transaction Cost Band	Contractor's Minimum % Discount to VPI Cost	Comments
Less than \$10,000	Please refer to Dell's Pricing Methodology detailed following the State's price tables including Dell's Discount Schedule which includes Minimum Discounts from Dell Catalog.	
\$10,000 - less than \$25,000	Please refer to Dell's Pricing Methodology detailed following the State's price tables including Dell's Discount Schedule which includes Minimum Discounts from Dell Catalog.	
\$25,000 - less than \$250,000	Please refer to Dell's Pricing Methodology detailed following the State's price tables including Dell's Discount Schedule which includes Minimum Discounts from Dell Catalog.	**larger discounts are available on a project/opportunity basis
\$250,000 - less than \$2.5 million	Please refer to Dell's Pricing Methodology detailed following the State's price tables including Dell's Discount Schedule which includes Minimum Discounts from Dell Catalog.	**larger discounts are available on a project/opportunity basis

Commented [HD(1)]: Dell pricing methodology was not included in the pricing spreadsheet as indicated. No discount off of VPI provided.

4. Optional Server Brands - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Publisher	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Estimated Cost to renew FY2017 Hardware Maintenance/Support	Additional % Discount to Other Titles for Inclusion in Contract	Comments
Cisco					
Oracle					
Lenovo					

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5. Storage Solutions - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program or through other State contracts specifically to storage solutions. Below are guaranteed minimum discounts available to the State:

Brand	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Additional % Discount to Other Titles for Inclusion in Contract	Comments
Dell	Please refer to Dell's Pricing Methodology detailed following the State's price tables including Dell's Discount Schedule which includes Minimum Discounts from Dell Catalog.	**		**larger discounts are available on a project / opportunity basis

6. Customer-Premise Telecommunications and Security Solutions - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

Brand	Minimum % Discount to Bidder's VPI Price on Purchases less than \$500,000	Minimum % Discount to Bidder's VPI Price on Purchases \$500,000 or greater	Additional % Discount to Other Titles for Inclusion in Contract	Comments

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Schedule B - Pricing
Exhibit 2 - Software Price Tables

1. The price lists and products listed are subject to change over time; standard products will be changed in accordance with the State standards kept and updated by DTMB.
2. Core Software Titles
 - a. Microsoft - Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source software to the State through the Michigan Master Computing Program. Below are guaranteed minimum discounts available to the State:

la1: Microsoft Enterprise Agreement, runs through 5.31.2018				
Description		Quantity	Minimum % Discount from VPI Cost	Comments
CX2-00093	WINENTFORSAWMDOP ALNG SA MVL PLTFRM	55000	16.88%	
U3J-00004	CORECALBRIDGEOFF365 ALNG SA MVL PLTFRM USRCAL	59000	16.88%	
D87-01159	VISIOPRO ALNG SA MVL	2	16.88%	
D86-01253	VISIOSTD ALNG SA MVL	10	16.88%	
9ED-00073	VSPREMWMSDN ALNG SA MVL	28	16.88%	
77D-00110	VSPROWMSDN ALNG LICSA PK MVL	10	16.88%	
77D-00111	VSPROWMSDN ALNG SA MVL	100	16.88%	
L5D-00162	VSTSTPROWMSDN ALNG SA MVL	4	16.88%	
9JD-00053	VSULTWMSDN ALNG SA MVL	44	16.88%	
ZFA-00229	DYNCRMPROCAL ALNG SA MVL DVCCAL	18	16.88%	
ZFA-00221	DYNCRMPROCAL ALNG SA MVL USRCAL	141	16.88%	

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N9J-00524	DYNCRMSVR ALNG SA MVL	5	16.88%	
395-02504	EXCHGSVRENT ALNG SA MVL	1	16.88%	
H04-00268	SHAREPOINTSVM ALNG SA MVL	2	16.88%	
359-00792	SQLCAL ALNG SA MVL DVCCAL	6	16.88%	
7JQ-00343	SQLSVRENTCORE ALNG SA MVL 2LIC CORELIC	194	16.88%	
228-04433	SQLSVRSTD ALNG SA MVL	12	16.88%	
7NQ-00292	SQLSVRSTDCORE ALNG SA MVL 2LIC CORELIC	36	16.88%	
T9L-00223	SYSTRSTD ALNG SA MVL 2PROC	912	16.88%	
125-00124	VSTEAMFNDTNSVR ALNG SA MVL	1	16.88%	
126-00196	VSTEAMFNDTNSVRCAL ALNG SA MVL USRCAL	40	16.88%	
6VC-01254	WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL	3200	16.88%	
P71-07282	WINSVRDATACTR ALNG SA MVL 2PROC	237	16.88%	
R39-00396	WINSVREXTCONN ALNG SA MVL	2	16.88%	
P73-05898	WINSVRSTD ALNG SA MVL 2PROC	538	16.88%	
7R2-00001	O365GOVE3FROMSA SHRDSVR ALNG SUBSVL MVL PERUSR 12 MONTHS	59000	16.88%	
J5U-00001	AZUREMNTRYCMMTMNTG SHRDSVR ALNG SUBSVL	34	16.88%	
U2V-00007	BINGMAPSENTPLATFORM ALNG SUBSVL MVL SRVCS	1	16.88%	
T9V-00014	BINGMAPSPUBLICWBST ALNG SUBSVL MVL	2	16.88%	

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DSD-00030	DYNCRMONLNPRO SHRDSVR ALNG SUBSVL MVL	40	16.88%	
V9W-00001	DYNCRMONLNPRODINST SHRDSVR ALNG SUBSVL MVL RESTRICTED SRVCS 12 MONTHS	1	16.88%	
V6W-00001	DYNCRMONLNTESTINST SHRDSVR ALNG SUBSVL MVL RESTRICTED SRVCS 12 MONTHS	1	16.88%	
				Comments
				Min % discount for all products listed is inclusive of 2% admin fee; Year 2 Pricing as reflected on current CPS from MS

1a2: Microsoft Premier Support, runs 6.1.2016 - 5.31.2017, equivalent to one year				
	Quantity	Bidder's VPI Cost	Minimum % Discount from VPI Cost	Evaluation Comments
Application Development and Infrastructure Consulting Services	300 hours	\$238.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Support Account Management	420 hours	\$227.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Service Delivery Management	80 hours	\$227.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Support Assistance	750 hours	\$232.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well

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Problem Resolution Support	450 hours	\$220.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Onsite Services Resource Site Visits	18 visits	\$75.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Senior Consultant	2300 hours	\$263.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Engagement Manager	150 hours	\$263.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Unlimited Acces to Premier Onliine Services	1 year	\$ -	0%	included; no charge associated with this product/service
Third Tier Support for Exchange	1 year	\$27,944.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
Third Tier Support for System Center	1 year	\$13,972.00	0%	Rates are set by MS; negotiations are directly between MS and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well

1a3: Microsoft Select Plus Agreement, Level D Discount Level		
	Minimum % Discount from VPI Cost	Evaluation Comments
	15.50%	Minimum % discount is inclusive of 2% admin fee

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b. Symantec

1b: Symantec True-Up Agreement, Software Maintenance 10/1/2016-9/30/2017			
	Description	Minimum % Discount from VPI Cost	Evaluation Comments
NHT0XZZ0-ER1GS	SYMC CONTROL COMPLIANCE SUITE STANDARDS MANAGER 11.0 XPLAT PER MANAGED SERVER RENEWAL ESSENTIAL 12 MONTHS GOV BAND S 10/1/16 - 9/30/17	77.65%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
6ZKLOZZ0-ER1GH	SYMC CRITICAL SYSTEM PROTECTION CLIENT EDITION 6.0 PER NODE RENEWAL ESSENTIAL 12 MONTHS GOV BAND H 10/1/16 - 9/30/17	69.26%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
RU1QOZZ0-ER1GS	SYMC DATA CENTER SECURITY SERVER ADVANCED 6.0 PER MANAGED SERVER RENEWAL ESSENTIAL 12 MONTHS GOV BAND S 10/1/16 - 9/30/17	76.33%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
0E7IOZZ0-ER1GH	SYMC ENDPOINT PROTECTION 12.1 PER USER RENEWAL ESSENTIAL 12 MONTHS GOV BAND H 10/1/16 - 9/30/17	76.37%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
14055203	SYMC GHOST SOLUTION SUITE 2.5 WIN DEVICE RENEWAL ESSENTIAL 12 MONTHS GOV BAND H 10/1/16 - 9/30/17	76.93%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
4GMSOZZ0-ER1GH	SYMC PROTECTION SUITE ENTERPRISE EDITION 4.0 PER USER RENEWAL ESSENTIAL 12 MONTHS GOV BAND H 10/3/16 - 10/2/17	76.33%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement

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21236908	SYMC BUSINESS CRITICAL SERVICES PREMIER FOR ENDPOINT PROTECTION FAMILY 10/1/16 - 9/30/17	0.00%	Rates are set by Symantec; negotiations are directly between Symantec and the state. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
21170448	SYMC DEEPSIGHT EARLY WARNING SERVICES SILVER PACK 8.0 1000-4999 PER NODE SUB LIC GOV BAND S ESSENTIAL 12 MONTHS 10/1/16 - 9/30/17	69.51%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
11642046	Third Year Expert Residency Services	8.65%	Minimum % discount accounts for state's current special pricing terms with Symantec for the specific product skus listed in column A; Pricing is based on third year renewal option for State of Michigan Symantec Agreement
			Comments
			Minimum % discount for all products listed is inclusive of 2% admin fee

c. BMC

1c: BMC Software Maintenance, 10/1/2016-9/30/2017			
Description		Minimum % Discount from VPI Cost	Comments
LP#1825367	BMC Remedy IT Service Management Suite - per enterprise	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825375	BMC Remedy IT Service Management Suite - Floating User License Add-on - per concurrent user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825386	BMC Remedy IT Service Management Suite - User License Add-on - per named user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses

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LP#1825407	BMC Remedy Knowledge Management Specialist - Floating User Add-On License - per concurrent user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825408	BMC Remedy Knowledge Management Specialist - User Add - On License - per named user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825441	BMC Remedy Self Service - Floating User Add - On License 25-Pk Lsn - per concurrent user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1863612	BMC Service Desk - Floating User License Addon - per concurrent user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1863619	BMC Service Desk - User License Add-on - per named user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825437	BMC Service Management Specialist - Floating User License Add-on - per concurrent user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#1825440	BMC Service Management Specialist - User License Add-on - per named user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#18254402	BMC Premier Advanced Support - Shared Engineer - Remedy IT Service Management - per License Add-on - Original	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2142357	BMC Atrium Dashboards and Analytics - User License Add-on - per named user	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2347532	BMC Atrium Discovery and Dependency Mapping - per managed asset - server endpoint	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2347542	BMC Atrium Discovery and Dependency Mapping Extended Data Pack - License Add-on - per managed asset - server endpoint	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2564645	BMC Atrium Discovery for Storage - per managed asset - server endpoint	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses

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LP#2564646	BMC Atrium Orchestrator - Development Pack License Addon - per enterprise	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2142355	BMC BladeLogic Automation Suite - Base License - per enterprise	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2347540	BMC Cloud Lifecycle Management - Core License Add-on - per managed asset - server endpoint	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
LP#2142356	BMC Server Automation - License Add-on - per managed asset - server endpoint	2.15%	VPI Cost is renewal cost of license descriptions provided in column B, as the state has already paid for licenses
			Comments
			Minimum % discount for all products listed is inclusive of 2% admin fee

d. Adobe

1d: Adobe Enterprise Term License Agreement, 11/1/2016-10/31/2017			
Description		Minimum % Discount from VPI Cost	Comments
210-3280-1	Adobe Acrobat Standard - Term License & Maintenance & Support 1 User - 12 Month - FLP	84.15%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Acrobat Professional - Term License & Maintenance & Support 1 User - 12 Month - FLP	75.90%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe After Effects - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.

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210-3280-1	Adobe Audition - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Dreamweaver - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Flash Professional - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Illustrator - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe InCopy - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe InDesign - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Photoshop - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Premiere Pro - Term License & Maintenance & Support 1 User - 12 Month - FLP	68.29%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Design Standard - Term License & Maintenance & Support 1 User - 12 Month - FLP	41.52%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.

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210-3280-1	Adobe Design & Web Premium - Term License & Maintenance & Support 1 User - 12 Month - FLP	11.79%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Production Premium - Term License & Maintenance & Support 1 User - 12 Month - FLP	11.79%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Creative Cloud Enterprise - Term License & Maintenance & Support 1 User - 12 Month - FLP	17.73%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Lightroom - Term License & Maintenance & Support 1 User - 12 Month - FLP	91.62%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210T-3238	Adobe FrameMaker Enterprise Term License with Maintenance & Gold Support - 12 Months	46.78%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210T-3251	Adobe RoboHelp Office Enterprise Term License with Maintenance & Gold Support - 12 Months	46.78%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210T-3251-S	Adobe RoboHelp Server Enterprise Term License with Maintenance & Gold Support - 12 Months	25.00%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210T-3225	Adobe Captivate Enterprise Term License with Maintenance & Gold Support - 12 Months	45.19%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210T-6178	Adobe Presenter Enterprise Term License with Maintenance & Gold Support - 12 Months	34.35%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.

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210T-3230	Adobe eLearning Suite Enterprise Term License with Maintenance & Gold Support - 12 Months	38.12%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
210-3280-1	Adobe Photoshop Elements - Term License & Maintenance & Support 1 User - 12 Month - FLP	94.68%	Pricing is based on third year option of existing ETLA for State of Michigan. Pricing is only valid until 10/31/2017. Pricing represented is annual cost and is prorated based on month deployed.
			Comments
			Minimum % discount for all products listed is inclusive of 2% admin fee. In addition to the products and pricing offered above - Dell is pleased share that Adobe Connect Software is available through this contract. Adobe AEM and Digital Marketing will also be offered; Dell is currently the only LSP to achieve reseller status (rather than just fulfillment) for Adobe Digital Marketing solutions. These products are highly customizable and specific SKUS and competitive pricing will be provided on an per opportunity basis.

e. Citrix

1e: Citrix Software Maintenance, 10/1/2016 - 9/30/2017		
Description and Quantity	Minimum % Discount from VPI Cost	Evaluation Comments
XenApp Platinum Edition 4.5 with Feature Pack 1 from XenApp Enterprise Upgrade - User Count 410 - Coverage dates: 10/1/14 - 7/1/17	0.0%	These are support renewals. Rates are set by Citrix. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
XenApp Platinum Edition 4.5 with Feature Pack 1 from XenApp Enterprise Upgrade - User Count 390 - Coverage dates: 10/1/14 - 7/1/17	0.0%	These are support renewals. Rates are set by Citrix. No markup or discount is applied from

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		Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
XenApp Platinum Edition 4.5 with Feature Pack 1 from XenApp Enterprise Upgrade - User Count 25 - Coverage dates: 10/1/14 - 7/1/17	0.0%	Same product description as above, therefore same VPI cost provided. These are support renewals. Rates are set by Citrix. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
XenApp Platinum Edition 4.5 with Feature Pack 1 from XenApp Enterprise Upgrade - User Count 70 - Coverage dates: 3/29/15 - 7/1/17	0.0%	Same product description as above, therefore same VPI cost provided. These are support renewals. Rates are set by Citrix. No markup or discount is applied from Dell. Should the state negotiate additional special pricing, Dell agrees pass through that rate as well
UPG XENAPP PLAT ED F/ ENT - X1 CONC U CONN LICS W/ SUB ADV ELP-3	6.99%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
ELA-3 XENDESKTOP PLAT ED TRADE UP FROM XENAPP ADV X1 CCU	2.61%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
NETSCALER MPX 12500 FIPS PLAT ED 2X10GX SFP+ 8X1000BX SFP+ ELA-3	2.10%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
NETSCALER MPX 9700 FIPS PLAT ED 2X10GX SFP+ 8X1000BASE-X SFP+ ELA-3	2.10%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
ELA3 3YR GOLD MNT NETSCALER MPX 12500 FIPS 10GE PLAT ED	6.99%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
ELA3 3YR GOLD MNT NETSCALER MPX 9700 FIPS 10GE PLAT ED	6.99%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
300M NETSCALER SFP+ 10GB ENET SHORT RANGE SINGLE ELA-3	6.99%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
NETSCALER APP SWITCH SFP PACK 4GFB	6.99%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
PREFERRED EXT HOURS SUPPORT SOFTWARE	12.46%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
SOFTWARE PREFERRED 200HRS TRM ADD-ON	12.46%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
2YR SUB XENAPP PLAT ED ADV ADD-ON ELP-3	12.47%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing

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ELA-3 2YR XENDESKTOP PLAT ED SUB ADV ADD ON X1 CCU	12.46%	VPI Cost is based on new licenses under Org ID: 47549962 which is ELA Level 4 pricing
		Comments
		QTYs provided in column C are notes referenced in product description. Minimum % discount for all products listed is inclusive of 2% admin fee

f. HP

1f: HP Software Maintenance, 10/1/2016 - 9/30/2017			
Description		Minimum % Discount from VPI Cost	Evaluation Comments
T6489AAE	HP Enterprise Std Unlimited Support for QC Add'l Defects Site CC Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T6471AAE	HP Enterprise Std Unlimited Support for QC Ent Area 5 CC Usr Pk SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T6481AAE	HP Enterprise Std Unlimited Support for QC Ent Area CC Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6821AA	HP Enterprise Std Unlimited Support for QTP Siebel Add-in Site CC Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T6822AA	HP Enterprise Std Unlimited Support for QTP Site CC Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
A8F90AAE	HP Enterprise SW maintenance for HP LR Foundation Entitlement SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
A8F57AAE	HP Enterprise SW maintenance for HP LR Oracle EB 1-499 VU+C SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF063AAE	HP FT Seat to UFT Seat Upgrade SW E-LTU / HP SW Tech Unlimited Sppt & HP SW Updts Svc	N/A	Dell is not an authorized reseller of HP solutions
TA332AAE	HP FT Seat Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF060AAE	HP FT Site to UFT CC User UPG SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TD028AAE	HP LR Database 100-499 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TD010AAE	HP LR Oracle EB 500-4999 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions

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TC969AAE	HP LR Web 2.0 500-4999 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TC967AAE	HP LR Web/Mmed 100-499 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TC964AAE	HP LR Web/Mmed 500-4999 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TC964AAE	HP LR Web/Mmed 500-4999 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TB141AAE	HP LR/PC Diag for Comp Applnst SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6234AAE	HP LRner Cntrl & Monitors SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6482AAE	HP QC ENT Global CC User SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6470AAE	HP QC Ent Site 5 CC Usr Pk SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6480AAE	HP QC Ent Site CC Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6480AAE	HP QC Ent Site CC Usr SW E-LTU - HP SW Technical Unlimited Support & SW Updates Svc	N/A	Dell is not an authorized reseller of HP solutions
T6822AA	HP QTP Site CC Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9871AAE	HP Software Enterprise Basic Support for HP ALM Area CC Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF008AAE	HP Software Enterprise Basic Support for HP UFT CC User SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T7373AAE	HP SW Enterprise Basic Support - HP PPM DM Oracle Ext Named Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TA333AAE	HP SW Enterprise Basic Support for HP Functional Test Site CC Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TD038AAE	HP SW Technical Unlimited Support & Updates Svc for HP LR .NET 100-499 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TC997AAE	HP SW Technical Unlimited Support & Updates Svc for HP LR RIA 100-499 VU SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T6481AAE	HP SW Technical Unlimited Support & Updates Svc for HP QC Ent Area CC Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T9500AAE	HP Tech Sppt & Updates Svc for AM Srv SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9503AAE	HP Tech Sppt & Updates Svc forAM Asset Portfolio CC Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9502AAE	HP Tech Sppt & Updates Svc forAM Asset Portfolio Nmd Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9513AAE	HP Tech Sppt & Updates Svc forAM Contract Mgmt Flt Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9512AAE	HP Tech Sppt & Updates Svc forAM Contract Mgmt Nmd Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions

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T9509AAE	HP Tech Sppt & Updates Svc forAM Financial Mgmt Flt Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9508AAE	HP Tech Sppt & Updates Svc forAM Financial Mgmt Nmd Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9520AAE	HP Tech Sppt & Updates Svc forAM Procurement Flt Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T9519AAE	HP Tech Sppt & Updates Svc forAM Procurement Nmd Usr SW LTU	N/A	Dell is not an authorized reseller of HP solutions
T4247AAE	HP Tech Sppt & Updates Svc forCnct Base Connectors SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF235AAE	HP Tech Sppt & Updates Svc forUCMDB 10.00+ FndFedTpl Entitlement SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T4247AAE	HP Tech Support and Updates Svc for HP Cnct Base Connectors SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T4503AAE	HP Tech Support and Updates Svc for HP Cnct Database Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T4505AAE	HP Tech Support and Updates Svc for HP Cnct Email Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T4511AAE	HP Tech Support and Updates Svc for HP Cnct LDAP Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T9768AAE	HP Tech Support and Updates Svc for HP IT Change Mgmt Suite Nmd Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T5015AAE	HP Tech Support and Updates Svc for HP SM Foundation Nmd Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T5017AAE	HP Tech Support and Updates Svc for HP SM Help Desk Nmd Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T5000AAE	HP Tech Support and Updates Svc for HP SM Server SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
T5025AAE	HP Tech Support and Updates Svc for HP SM SLM Nmd Usr SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF235AAE	HP Tech Support and Updates Svc for HP UCMDB 10.00+ FndFedTpl Entitlement SW E-LTU	N/A	Dell is not an authorized reseller of HP solutions
TF008AAE	HP UFT CC User SW E-LTU - HP SW Enterprise Standard Support	N/A	Dell is not an authorized reseller of HP solutions
			Comments
			Dell is not an authorized reseller of HP solutions

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g. VMWare

1g: VMWare Enterprise License Agreement, 1/1/2016-12/31/2019		
Description	Minimum % Discount from VPI Cost	Comments
VCS6-STD-C	9.51%	Adjusted VPI cost reflects April price list changes from Vmware; this is standard new license only, non-ELA cost, SnS required
VC-SRM6-25S-C	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; this is standard new license only, non-ELA cost, SnS required
CL7-ENT-C	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; this is enterprise new license only cost, SnS required
VS6-OSTD-C	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; this is standard new license only, non-ELA cost, SnS required
HZ7-ADN-10-C	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; Product name change to Horizon ADV 10 Pack (Named Users) new license only, non-ELA cost, SnS required
VR6-OSTD25-C	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; Product name change to vRealize Operations 6 Standard (25 VM Pack) this is standard new license only, non-ELA cost, SnS required
WS12-LW-CE	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; this is standard new license only cost; SnS optional
WS12-LW-CE	12.65%	Adjusted VPI cost reflects April price list changes from Vmware; this is standard new license only cost; SnS optional

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FUS8-PRO-C	Fusion Professional Edition	12.25%	Adjusted VPI cost reflects April price list changes from VMware; this is standard new license only cost; SnS optional
			Comments Vmware offers multiple price bands, depending on the size and scope of the opportunity. Pricing reflected above is based on SKUs provided in column A, which is standard pricing (no minimum purchase required). Minimum % discount for all products listed is inclusive of 2% admin fee

VMware Description: Level 4 Sample Pricing		Minimum % Discount from VPI Cost	Comments
VCS6-STD-C-L4	vCenter Server Standard	9.51%	this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
VC-SRM6-25S-C-L4	vCenter Site Recovery Manager	12.65%	this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
CL7-ENT-C-L4	vCloud Suite Enterprise	12.65%	this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
VS6-OSTD-C-L4	vSphere with Operations Management Standard for 1 Processor	12.65%	this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
HZ7-ADN-10-C-L4	Horizon Suite 10 Pack	12.65%	Product name change to Horizon ADV 10 Pack (Named Users) this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
VR6-OSTD25-C-L4	vCenter Ops Management Suite Standard (25 VM Pack)	12.65%	Product name change to vRealize Operations 6 Standard (25 VM Pack) this is Level 4 new license only, non-ELA cost, minimum purchase and SnS required
WS12-LW-CE	Workstation for Linux and Windows	12.65%	this is standard new license only cost; SnS optional
WS12-LW-CE	Workstation for Linux and Windows (volume pricing for 10-99 licenses)	12.65%	this is standard new license only cost; SnS optional

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FUS8-PRO-C	Fusion Professional Edition	12.25%	this is standard new license only cost; SnS optional
			Comments VMware offers multiple price bands, depending on the size and scope of the opportunity. Pricing reflected in this table is based on skus provided in column A, which are L4 (highest non-ELA discount band). Minimum % discount for all products listed is inclusive of 2% admin fee

3. Discretionary Software

II: Discretionary Software		
Transaction Cost Band	Minimum % Discount from VPI Cost	Comments
Less than \$10,000	5.00%	Minimum % discount for all products listed is inclusive of 2% admin fee. As the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing. VPI cost based on Publisher's provided list price at time of quote
\$10,000 - less than \$25,000	5.00%	Minimum % discount for all products listed is inclusive of 2% admin fee. As the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing. VPI cost based on Publisher's provided list price at time of quote
\$25,000 - less than \$250,000	5.00%	Minimum % discount for all products listed is inclusive of 2% admin fee. As the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing. VPI cost based on Publisher's provided list price at time of quote
\$250,000 - less than \$2.5 million	6.00%	Minimum % discount for all products listed is inclusive of 2% admin fee. As the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing. VPI cost based on Publisher's provided list price at time of quote

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4. Optional Software Titles

III: Optional Software Titles					
Publisher	Maximum (not-to-exceed) % Markup to Bidder cost on Purchases less than \$500,000	Minimum % Discount to Bidder VPI cost on Purchases \$500,000 or greater	Estimated Cost to renew FY2017 Software Maintenance/Support	Additional % Discount to Other Titles for Inclusion in Contract	Comments
CA	5.45% "Maximum Markup to Bidder" as requested in B235	15.00%	see comments	2.00%	The state did not provide estimated CA spend in the MMCC Exhibit A- Software Module document. Should the state award Dell this contract, Dell would work with CA to receive proper VPI costs and honor the committed pricing found in this template. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.
Compuware	4.95% "Maximum Markup to Bidder" as requested in B235	25.50%	see comments	2.00%	The estimated Compuware spend provided in MMCC Exhibit A- Software Module document is currently negotiated directly between the publisher and the state. Should the state award Dell this contract, Dell would work with Compuware to receive proper VPI costs and honor the committed pricing found in this template. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.
IBM	1.50% "Maximum Markup to Bidder" as requested in B235	0.00%	see comments	0.00%	The estimated IBM spend provided in MMCC Exhibit A- Software Module document is currently negotiated directly between the publisher and the state. Should the state award Dell this contract, Dell would work with IBM to receive proper VPI costs on what Dell is authorized to resell and sell to the state. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.

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Novell	3.95% "Maximum Markup to Bidder" as requested in B235	1.00%	see comments	2.00%	The estimated Novell spend provided in MMCC Exhibit A- Software Module document is currently negotiated directly between the publisher and the state. Should the state award Dell this contract, Dell would work with Novell to receive proper VPI costs and honor the committed pricing found in this template. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.
Oracle	3.95% "Maximum Markup to Bidder" as requested in B235	24.50%	see comments	2.00%	Markup and Discounts provided are for new licenses only. The estimated Oracle spend provided in MMCC Exhibit A- Software Module document is currently negotiated directly between the publisher and the state. Should the state award Dell this contract, Dell would work with Oracle to receive proper VPI costs and honor the committed pricing found in this template for new licenses, and pass through the publisher cost for renewals. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.
SAP	3.95% "Maximum Markup to Bidder" as requested in B235	15.00%	see comments	2.00%	The estimated SAP spend provided in MMCC Exhibit A- Software Module document is currently negotiated directly between the publisher and the state. Should the state award Dell this contract, Dell would work with SAP to receive proper VPI costs and honor the committed pricing found in this template. Regarding additional % discounts, as the state identifies specific software opportunities, Dell would collaborate with the state and software publisher to provide competitive pricing.

5. Installation, integration and implementation hourly rates – see Schedule B, Exhibit 3 – Services Price Tables

MMCC RFP
 General Overview Module
 Schedule B - Pricing
 Exhibit 3 -Services Price Tables

1. Hardware Services- Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed not to exceed hourly rates available to the State (services are not limited to the individual positions below):

Hardware Installation, Integration, and Implementation Hourly Rates (not to exceed).		
Description	Hourly Rate	Comments
Bidder's Badged Resources		
Digital Forensics Analyst	\$95.41	Dell is providing the State not-to-exceed hourly rates that may be used for the purpose of developing future statements for work for the provision of professional services. Dell is providing hourly rates for State defined resource positions that may be used as a baseline pricing for a range of professional services from installation to consulting services. The purpose of hourly rates is to estimate potential deliverable costs. Any official services work from this agreement will require specific custom engagements to be properly scoped with each State constituent and then properly priced and quoted based upon the authorized scope of work document.
Field Services Technician - Junior	\$40.00	
Field Services Technician - Senior	\$46.00	
Network Analyst	\$182.00	
Network Analyst Sr.	\$207.00	
Network Administrator	\$182.00	
Network Administrator Sr.	\$207.00	
Support Engineer	\$74.31	
Support Engineer Sr	\$79.10	
Support Engineer, Level 3	\$108.85	
System Technician	\$79.10	
System Technician Sr.	\$102.14	
Security Analyst	\$86.33	
Security Specialist	\$95.41	
OEM Badged Resources - Required End-User Hardware		
OEM Badged Resources - Required Server Hardware		
OEM Badged Resources -Optional Server Hardware		
OEM Badged Resources - Optional Storage Solutions		
OEM Badged Resources - Customer-Premise Telecommunications and Security Solutions		

2. Software Services – Pricing will be determined on a per-purchase competitive bidding process between vendors who have been selected to source hardware to the State through the Michigan Master Computing Program. Below are guaranteed not to exceed hourly rates available to the State (services are not limited to the individual positions below):

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Software Installation, Integration, and Implementation Hourly Rates (not to exceed).		
Description	Hourly Rate	Comments
Bidder's Badged Resources		
Application/Software Engineer	\$104.65	Dell is providing the State not-to-exceed hourly rates that may be used for the purpose of developing future statements for work for the provision of professional services. Dell is providing hourly rates for State defined resource positions that may be used as a baseline pricing for a range of professional services from installation to consulting services. The purpose of hourly rates is to estimate potential deliverable costs. Any official services work from this agreement will require specific custom engagements to be properly scoped with each State constituent and then properly priced and quoted based upon the authorized scope of work document.
Application/Software Engineer Sr	\$112.29	
Application/Software Engineer, Level 3	\$119.16	
Systems Analyst	\$102.49	
Systems Analyst Sr	\$109.15	
Database Administrator	\$114.53	
Database Administrator Sr.	\$127.75	
Database Analyst	\$106.39	
Database Analyst Sr.	\$119.70	
Technical Writer	\$72.18	
Technical Writer Sr.	\$88.27	
Testing Technician	\$102.49	
Testing Technician Sr.	\$109.15	
Quality Assurance Analyst	\$79.24	
Quality Assurance Analyst Sr.	\$95.60	
Security Analyst	\$86.33	
Security Specialist	\$95.41	
Field Services Technician - Junior	\$40.00	
Field Services Technician - Senior	\$46.00	
Microsoft Resources (if not included already)		
See Microsoft Pricing tab. Microsoft (MS) does offer MS-badged resources for services engagement through MS Premier support program. Rates requested on the MS pricing template have been provided. It is Dell's understanding that pricing is negotiated and set directly between the customer and publisher. Should the SoM leverage any additional MS provided services, Dell commits to work closely with the customer and MS to pass through any negotiated rate for requested MS provided services engagements.		
Symantec Badged Resources		
Solutions Enablement Specialist- p/n 14278120	\$316.00/hr	see comments below
Symantec Project Manager- p/n 14278120	\$316.00/hr	see comments below
Travel & Expense (Budgetary Purposes)	custom	see comments
Comments: Rates provided based off of current May price list per Symantec. Rate provided is not-to-exceed rate. Please note that should T&E be leveraged, Dell would work closely with SoM and Symantec to negotiate the best rates available and pass on that cost directly to you.		
BMC Badged Resources		
GSD- Global Services Delivery Consultant	\$373.00/day	detailed description provided upon request

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L3 Consultant	\$1525.00 /day	detailed description provided upon request
L4 Senior Consultant	\$1695.00 /day	detailed description provided upon request
L4 Project Manager	\$1695.00 /day	detailed description provided upon request
L5 Solution Architect	\$2116.00 /day	detailed description provided upon request
L5 Principal Consultant	\$2116.00 /day	detailed description provided upon request
Travel & Expense (Budgetary Purposes)	custom	see comments
Comments: Rates provided based off of current May price list per BMC. Rate provided is not-to-exceed rate. Please note that should T&E be leveraged, Dell would work closely with SoM and BMC to negotiate the best rates available and pass on that cost directly to you.		
Adobe Badged Resources		
Per the publisher, Adobe does not allow LSPs to resell any of its badged services solutions. Only Adobe integrators have the ability to extend these services at this time. Should that change during the term of this contract, Dell would work closely with Adobe to negotiate the best rates available and extend those services to the SoM.		
Citrix Badged Resources		
Citrix Services Voucher- p/n 4033334	\$12,087. 00	Each voucher includes up to 46 hours of Citrix services for site planning, installation, or implementation activities. May include technical resource, QA reviews, and/or project oversight. Valid for 1 year. See comments below
Travel & Expense (Budgetary Purposes)	custom	see comments
Comments: Citrix professional services may be purchased via Citrix Services Vouchers from Dell. The vouchers are purchased up front in any quantity and the hours are valid for one year. There is a great deal of flexibility as to when and how the hours are used. Prior to engaging in project-related work, the scope of the effort will be discussed and agreed to between Citrix and the customer. Please note that should T&E be leveraged, Dell would work closely with SoM and Citrix to negotiate the best rates available and pass on that cost directly to you.		
HP Software Badged Resources		
Dell is not currently an authorized reseller of HP Software solutions or Services		
VMWare Badged Resources		
VMware SLED Consulting & Learning Credits - Prepaid Services PSO Credit 1-150	\$95/PSO	p/n SVC-CR-SLED-0-C
VMware SLED Consulting & Learning Credits - Prepaid Services PSO Credit 151-600	\$85/PSO	p/n SVC-CR-SLED-10-C
VMware SLED Consulting & Learning Credits - Prepaid Services PSO Credit 601-1200	\$80.50/P SO	p/n SVC-CR-SLED-15-C
VMware SLED Consulting & Learning Credits - Prepaid Services PSO Credit 1201+	\$76/PSO	p/n SVC-CR-SLED-20-C

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Travel & Expense (Budgetary Purposes)	custom	see comments
<p>Comments: Dell is pleased to offer VMware Consulting & Learning credits that can be purchased in the bands listed above. Pricing provided is based off of most current VMware price list. Prepaid Services Offering Credits (PSOs) may be used for onsite consulting and/or training. Please note that should T&E be leveraged, Dell would work closely with SoM and VMware to negotiate the best rates available and pass on that cost directly to you.</p>		
CA Badged Resources (Optional)		
<p>Where possible, Dell will work closely with CA to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		
Compuware Badged Resources (Optional)		
<p>Where possible, Dell will work closely with Compuware to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		
IBM Badged Resources (Optional)		
<p>Where possible, Dell will work closely with IBM to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		
Novell Badged Resources (Optional)		
<p>Where possible, Dell will work closely with Novell to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		
Oracle Badged Resources (Optional)		
<p>Where possible, Dell will work closely with Oracle to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		
SAP Badged Resources (Optional)		
<p>Where possible, Dell will work closely with SAP to provide competitive quotes for any services requested that are available for resell. Dell will work with the customer on a per project basis to identify the specific services needed and negotiate the best rates available for the SoM.</p>		

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Schedule C
Exhibit 1 – Value Added Services

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Dell Direct Value Proposition

Why Partner With Dell Direct?

This section summarizes additional value that Dell will deliver to the State of Michigan upon a contract being awarded.

- Dell is the only OEM technology provider that can provide industry leading IT solutions spanning from end user computing, datacenter compute, networking to storage, windows management, layered security, and services
- Dell is the only OEM that can provide a turnkey technology solution including flexible financing options (Dell Financial Services), customized to meet specific customer goals
- Direct relationships take advantage of Dell's direct business model (No middle markup)
- Dell is a leader in 20 Gartner magic quadrants: General-purpose disk arrays (More to come with the EMC acquisition), modular servers, iPaaS, advanced analytics platform, PC's, and more
- Local dedicated tenured sales resources for technology and organizational consulting and planning sessions

Daily Account Mgmt	Todd Johnson Account Executive (Field)	Todd_r_johnson@dell.com Ph: 615-967-9967	<ul style="list-style-type: none"> • Single point of accountability • Available for site visits
	Guy Youngblood Inside Sales Representative	Guy_youngblood@dell.com Ph: 512-513-8919	<ul style="list-style-type: none"> • Overall account management • Product quotes
Data Center Resources	Steve Oakley Solutions Consultant (Field)	Steve_oakley@Dell.com Ph: 248-385-8067	<ul style="list-style-type: none"> • Technical expertise in Enterprise solution areas and their business drivers. • Pre-sales technical support
	Daniel Mills Technical Solution Representative	Daniel_Mills@Dell.com Ph: 512-513-0038	
Solution Resources	Chip Rahde Software Solutions Specialist (Field)	Edward_rhade@dell.com Ph: 740-390-8048	<ul style="list-style-type: none"> • Technical expertise in 3rd party software solutions. • Single point of accountability for Dell Software
	Marci Hazard Client Specialist (Field)	Marci_Hazard@Dell.com Ph: 616-252-9562	<ul style="list-style-type: none"> • Technical expertise in desktops, laptops, and monitors
	Jeff Essebaggers Networking Sales Specialist (Field)	Jeff_Essebaggers@Dell.com Ph: 248-770-3895	<ul style="list-style-type: none"> • Deep expertise on Data Center Performance, Efficiency, Automation and Architecture • Consolidation and Virtualization strategies • Storage architecture / infrastructure design • Roadmaps for server, storage, switches
	Bob Okony Networking Sales Engineer (Field)	Bob_Okony@Dell.com Ph: 586-214-6913	
	Jim Litke Storage Sales Engineer (Field)	Jim_Litke@Dell.com Ph: 989-424-1965	

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Services	Mark Sherry (Field) Dell Professional Services	Mark_Sherry@dell.com Ph: 615-719-5266	<ul style="list-style-type: none"> • Professional Services • Enterprise Services
	Keith Pedigo Dell Professional Services	Keith_pedigo@dell.com Ph: 512-513-3507	<ul style="list-style-type: none"> • Professional Services • Enterprise Services
	Scott Seale APOS/Maintenance Renewals	Scott_Seale@Dell.com Ph: 720 625 4463	<ul style="list-style-type: none"> • Extended Warranties
	Mark Opyd (Field) Dell Financial Services	Mark_Opyd@Dell.com Ph: 708-941-9163	<ul style="list-style-type: none"> • Finance options

- Presales Engineers Available for world class consulting
 - Migration workshops
 - IT modernization workshops
 - Cloud readiness workshops
 - Windows 10 readiness workshops
 - And many more to choose from
- Post-sales support
 - Local Technical Account Manager (TAM): Ryan Chapin
 - On Site Datacenter Engineer (Full Time OSE): Jess MacPherson
 - Part Time On Site Engineer (Part Time OSE): Robert Leach
- Quarterly roadmaps for Dell end user computing, enterprise, and software
- NDA material only provided to customers under NDA contract
- World class customizable reporting via excel or through the online Premier portal analytics (Only available for enterprise class customers)
- Free enterprise planning/sizing tools such as Dell Performance Analysis Collection Kit ([DPAK](#))
- Access to the Dell Executive Briefing Centers and test labs
 - Locations: Nashville, Austin, Chicago, Santa Clara, Washington DC
 - Test environments available for application and hardware testing
 - Direct access to Dell product managers and executive leadership
- The opportunity to participate in the Dell Voice of Customer (VOC) program
 - Dell develops technology and solutions directly from customer feedback
- Priority for the Enterprise Executive Track at Dell world
- Dell will set up an Employee Purchase Program for Dell consumer products.
- Opportunity to move off of contracts where the administrative fees are going out of state and bring them in state through the State of Michigan contract.
- As a private company, Dell can focus on customer needs and not changing quarter to quarter to meet share holder expectations. This allows Dell to invest heavily in R&D, while continuing to drive down cost

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Dell Software Value Add Summary

With a single point of contact, Dell offers leading hardware, software, and services that help to deliver the most secure, manageable, and reliable business computing solutions available. At the heart of every solution is software, and we can combine our offerings – our own *and* those created by and with partners – with services, licensing and delivery options to create robust solutions that will meet a wide range of your business needs. When it comes to providing a) aggressive discounts on software, b) the speed and accuracy of a supplier with world-class operations and partners, c) unparalleled expertise in volume license agreement (VLA) management, and d) a wide range of value-added services, one prime vendor stands above the crowd: Dell Software. We have the resources and dedication necessary to meet your needs.

Allow the numbers to speak for themselves. A few key highlights to consider:

- Dell represents more **\$3B in partner software revenues**, confirmation that we are much more than just a hardware vendor
- Dell partners with over **180 major publishers**, holding the highest level of certification and partnership status with most; we onboard and add publishers almost daily. We are nimble and flexible to accommodate your needs whenever possible.
- Dell delivers **over 600,000** global sales transactions per year, **more than 50,000** licensing renewals, **over 350** customer assessments, and manages **close to 5,000** Microsoft Enterprise Agreements.
- Dell is both **Microsoft and VMware's largest global reseller**. We're *more* than just a reseller: Dell is also **Microsoft's most competent partner**, with 23 GOLD and 4 SILVER competencies. When the State of Michigan chooses Dell, you can feel confident that you've selected the very best.
- The Dell Software team is comprised of more than **350 dedicated team members and over 40 partner managers**, all working together to provide the best customer experience available.
- More than **90% of the top Global 1,000** companies are Dell customers for software. They trust Dell to deliver, and the State of Michigan can too.

At the foundation of Dell's business strategy is a commitment to total quality and resource efficiency - translating into powerful advantages for the State of Michigan. Our streamlined internal processes keep our prices low while providing the industry's most complete line of value-added services. The end result: you maximize your technology ROI. Dell has developed global partnerships with key software vendors such as Microsoft, VMware, Adobe, Symantec, Citrix, BMC and others. **These relationships allow us to leverage our unique position as a hardware producer, a services provider, a software supplier, and software reseller to deliver compelling solutions for our customers.**

Coupled with the highest levels of accreditation, our relationships mean your business can rely on skilled software specialists and a proven market leader. Dell truly is an End to End solution provider that has the resources to not only provide great pricing and service, but also has the ability look at your entire environment to ensure that your solution will be a success. Our proposal is designed to help the State of Michigan accomplish the following objectives:

Spend Less on IT Purchases

Most government organizations are looking to reduce the Total Cost of Ownership for PCs, software, and services. Working with Dell Software, you can take advantage of volume pricing without adding more bureaucracy and administrative responsibilities to your operations, resulting in a favorable impact on overall spending. Dell Software has the experience and vendor program knowledge to recognize potential time and money savings through a review of your procurement policies and strategy. Dell Software will work with participating agencies and vendors to find the best solutions available.

Work with a World-Class Supplier

In the area of PC software, hardware, and services, you need a supplier who will stay on top of the latest ways to reduce your procurement costs - a supplier who will help you stay current on the latest technologies, respond quickly to sudden changes in your operations, and service your end users with a wide range of

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technology experts. As mentioned before, Dell is the highest-level partner with most major manufacturers. **In fact, Dell sits on advisory boards of many IT industry giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Software, proof that Dell is representing our customers' interests even "behind the scenes."**

Obtain Expertise in Managing VLAs

Government customers need to work with a supplier who has the expertise to manage VLAs, PC acquisitions and related services. Buying in volume saves money and sets standards, but it also requires specific expertise in tracking, managing, and administration. Dell Software provides our customers with the industry's best License Confirmation Certificates, reports, and online pricing, purchase tracking, and reporting capabilities—all free of charge. Dell Software also represents your interests by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers. **We have received multiple awards from many of the major publishers for excellence and competency.**

Maximize Value of Enterprise Agreements with the Dell Elite Program

Our relationship with our customers is of the utmost importance to Dell. When we work together to build out technology strategies for your organization, we want to ensure that we do everything we can to support you as you implement that strategy through the entire lifecycle of your software agreements. As a result, Dell created the Dell Elite program to help you manage your enterprise volume agreements. This program was designed around three key pillars; Engagement, Awareness, and Partnership. When looking at signing a multi-year agreement with Dell Software, we want to ensure that you will be supported throughout that entire timeframe. The Dell Elite program has pre-set engagements through the lifecycle that will be laid out when you close your agreement. Building strong relationships with your Dell Account team is critical to our long term success as partners. And while we strive to have limited account transition, the Dell Elite program ensures that if there is transition, there will be zero gap in the support you receive. We also commit to holding quarterly reviews. These reviews are designed to ensure that you are getting the most out of not only your enterprise agreements, but also your partnership with Dell Software. Quarterly reviews will cover your current software licensing strategy and details of your large software agreements, including deployment and benefits usage. And, because Dell is a full service end to end solution provider, we have the tools to provide the solution to any IT needs that arise. **At its core, the Dell Elite program is the foundation for a strong partnership. One that will ensure you have the tools to successfully manage your software licensing agreements, and the team to support you if the need ever arises.**

Plan IT Purchases More Effectively

Thinking strategically requires information and insight. It also requires a partner with the expertise to help you plan for the future. With Dell Software, the State of Michigan is guaranteed a partner who can provide you with insight into industry trends and who can respond quickly to your needs. Our customers are provided free extras such as Webinars on hot industry topics and electronic newsletters that summarize the latest technology news. We will review your current purchasing tendencies and make recommendations on how you can simplify procurement and areas where cost savings can be achieved.

Reduce Risk

We know it is a challenge to identify the reseller which best meets your needs. You can reduce the risk when selecting an organization that has a history of success working with many State and Local Government Agencies. We understand government customer's unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, to name a few - and we are equipped to help. We encourage you to seek references and when you do, ask them how their relationship with Dell Software has enhanced their ROI.