

**PROFESSIONAL SERVICES CONTRACT**  
**Contract #00000000000000000046383**  
**Quantity Purchase Agreement (QPA) #46383**

This Contract ("this Contract"), entered into by and between the Indiana Department of Administration on behalf of the Indiana Office of Technology and all state agencies (the "State") and SHI International Corp. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide Servers consistent with the RFP #20-034, including contractors answers to clarification questions, BAFO response and any other documentation provided during the RFP process, which are incorporated by reference.

The Contractor shall provide the goods and services set forth in the following Exhibits, which are attached and incorporated fully into this Contract:

**Exhibit A:** Contract Implementation and Administration  
**Exhibit B:** Service Level Agreements and Performance Metrics

A. Entities Eligible to Utilize Contract:

The pricing for Products and the Services under this Contract shall be made available to the following governmental entities, each of which may be an "Ordering Agency".

1. "the State" means the State of Indiana executive branch agencies, the judicial branch, the legislative branch, and separately elected statewide officers.
  - a. The ordering process for when the State is the Ordering Agency is described in **Exhibit A**.
2. "Other Governmental Body" means an agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: the judicial branch, the legislative branch, a political subdivision (includes towns, cities, local governments, etc.), a state educational institution, school corporation (including charter schools), city or county hospital, or bodies corporate and politic.
  - a. The ordering process when an Other Governmental Body is the Ordering Agency is described in **Exhibit A**.

B. Restricted Items

The contractor shall not supply any items that are restricted and/or part of existing State of Indiana QPA's or "state use" contracts unless authorized in writing by the State's contract manager. Restricted categories included but are not limited to: IT software, telephone and telephone accessories, data/telephony equipment, office supplies, and office machine equipment.

C. Goods and Services Provided:

New products and/or services that meet the scope of the work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may add product lines to this contract if the line is supplanting products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation.

D. The terms of this contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor, manufacturer, or other sources.

**2. Consideration.** Pricing and associated terms and conditions are set forth in the Exhibits below, which are attached and incorporated fully:

**Exhibit C:** Pricing Terms  
**Exhibit D:** Pricing Schedule

Purchases under this Contract will be made at the discretion of eligible Ordering Agencies. Contractor will be paid at the rates established in **Pricing Schedule – Exhibit D**, attached hereto and incorporated herein. The Contractor agrees that all prices are inclusive of any fees (including but not limited to, shipping, handling, and/or labor fees required to provide delivery of commodities or completion of services to all State locations), unless specifically approved in writing by the State. Contractor understands and agrees that this Contract does not guarantee the Contractor a minimum quantity of orders or remuneration amount. Payment shall be made to the Contractor by the Ordering/Using entity in accordance with **Section 37 – Payments** and all other applicable provisions of this Contract. The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by Other Governmental Bodies.

The Contract's total remuneration amount is based on the number and quantity of purchases made by eligible Ordering Agencies.

**3. Term.** This Contract shall commence on the last signatory date ("Effective Date") and be in effect for a period of four (4) years. There may be two (2), one-year renewals for a total of six (6) years at the State's option.

**4. Access to Records [Modified].** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract upon thirty (30) days prior written notice from the State, and for three (3) years from the date of final payment under this Contract, for inspection, not to exceed more than one (1) time per calendar year unless otherwise required by the State's auditing agency, by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services [Modified].**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option [Removed]. Reserved.**

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance [Modified].** If, and only to the extent, this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any

property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

Company Name	Contact Person	Phone	Email	Percent
Electronic Strategies, Inc.	Mark Collins	317-596-9891	mcollis@esiindy.com	3%

Electronic Strategies, Inc.: Imaging, and warehousing

*Imaging services:* Load standard State provided image prior to server deployment.

*Warehousing:* Assets may be inventoried and stored until they are ready for "Image Installation" and deployment.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements [Modified].**

This contract involves information technology related products and services. Through RFP 20-034, the Contractor has proposed products and services that are compatible with the technology standards established by the Indiana Office of Technology ("IOT"), including the assistive technology standard, if applicable. If, at any time during the term of this Contract, including any extensions or renewals, the State determines that the products or services purchased under this Contract are not compatible with the technology standards established by the IOT, the State may terminate this Contract for default.

**28. Insurance [Modified].**

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$1,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Reserved.
5. Reserved.
6. Reserved.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. Except as otherwise provided hereunder, the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract may not be canceled or modified without thirty (30) days prior written notice to the undersigned State agency from Contractor.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

### 29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are: N/A.

**30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

### 32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/WBE	Company Name	Contact Person	Phone	Email	Percent
MBE	The Consultants Consortium (TCC)	Andrew Wang	317.731.3621	Andrew.Hwang@e-tcc.com	8%
WBE	Roeing Corporation	Tammy Mills	765.807.7240	tmills@roeing.com	8%

The Consultants Consortium (TCC): Instillation services

Roeing Corporation: Instillation services

TCC and Roeing will provide the following services:

1. Professional Services – Assessments, Coding, Migrations, etc.
2. Installation/Deployment of Servers - (Stack and Rack) services
3. Imaging Services

A complete SOW will be required by the State Agency requesting these services and will follow the guidelines of "Special Order" outlined in Paragraph 4 of the terms and conditions.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:  
Indiana Department of Administration  
Attn: Account Management  
402 West Washington Street, Room W468  
Indianapolis, IN 46204  
Email: [baarfp@idoa.IN.gov](mailto:baarfp@idoa.IN.gov)

With a copy to:  
Indiana Office of Technology  
Attn: Legal  
100 North Senate Avenue, N551  
Indianapolis, IN 46204  
Email: [iotprocurement@iot.IN.gov](mailto:iotprocurement@iot.IN.gov)

B. Notices to the Contractor shall be sent to:  
SHI International Corp.  
Attn: Contracts Department  
290 Davidson Avenue  
Somerset, NJ 08873  
E-mail: [contracts@shi.com](mailto:contracts@shi.com) and to [Bernard\\_Morgano@shi.com](mailto:Bernard_Morgano@shi.com)

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference [Modified].** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #20-034, (4) Contractor's response to RFP #20-034, including contractors answers to clarification questions, BAFO response and any other documentation provided during the RFP process, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any products and/or services hereunder shall be binding on the State, even if use of such products and/or services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**38. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**42. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for

services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default [Modified].**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. This subsection, 46.B, shall not be applicable if the State terminates the Contract pursuant to Section 27. Information Technology Enterprise Architecture Requirements.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows: All modifications and deletions are identified within the document above.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: [https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

SH Interactions Corp.  
By: *Elisabeth Arnold*  
440EBE02732A457...

Title: Lead Contracts Specialist

Date: 6/15/2021 | 17:02 EDT

Indiana Department of Administration  
By: *Mark Hempel*  
AC1D5BEC2416499...

Title: Account Management

Date: 6/16/2021 | 09:36 EDT

Electronically Approved by: Indiana Office of Technology  By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration  By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General

## **EXHIBIT A**

### **Implementation and Administration**

#### **A. Account Management and Customer Service**

##### **1. Account Management Structure**

The Contractor's dedicated account management team shall include a dedicated account manager, national account manager, and customer service team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all account management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all account management team members.

- a) **Dedicated Account Manager** – The account manager shall serve as the central point of contact and have the authority to negotiate the contract between the State and Contractor. In addition, the account manager shall assist with account implementation and maintenance throughout the life of the contract. Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled by the dedicated account manager. The dedicated account manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The account manager shall also actively market the products and services of this contract to other governmental entities and local schools under the K-12Indiana program. The account manager shall also work with the State contract manager on the details and management of the savings model for reporting purposes.

The Account Manager or designee should be available by phone for emergencies such as disaster relief or disaster recovery to provide assistance with customer service or expedited or urgent orders that need to be placed 24 hours a day, 7 days a week.

The Account Manager shall be responsible for assisting with the maintenance of the contract and ensure contract compliance along with the Operations Manager.

- b) **Field Solutions Manager** – The Field Solutions manager will ensure contract compliance along with value added services that will be provided for Data Center Solutions.
- c) **Inside Sales Team** – The customer service team shall be responsible for assisting the ordering agencies with any issues related to, but not limited to, product information, order status, delivery information, backorder information, contracted pricing, market basket item availability and ensuring service level compliance.

##### **2. Quarterly Business Reviews (QBR)**

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, service level agreements (SLA), performance metrics, transaction usage, product substitutions, pricing audit reports, K-12 usage and rebates, additional reporting fields/custom needs, etc. over the life of the contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request. The Contractor shall work with the State contract manager to develop a savings model that reflects the actual savings over the life of the contract. The Contractor shall report on the savings model at each QBR and shall provide updates as requested.

##### **3. Marketing and Promotions**

The Contractor shall provide an on-going marketing campaign to market this contract to all current ordering agencies, as well as potential users that fall under the categories listed in Section 1(A) of this Contract. The Contractor shall develop and present a marketing plan to the State of Indiana, and upon approval, the Contractor shall execute the marketing plan at no cost. The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but are not limited to:

- Mailers
- Envelope inserts
- Poster ads
- Take-away cards
- Media releases
- Email blasts
- Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval **prior to** printing/issuance/release. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

4. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process as provided in the RFP response and as updated periodically. The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State account manager and an electronic copy provided to the State. The State contract manager has the authority to contact the Contractor's account manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Member(s) of the Contractor's organization shall be assigned and/or arrive by the next business day, if necessary.

5. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but is not limited to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the State account manager and an electronic copy provided to the State. The Contractor shall provide copies of the disaster recovery plan to all ordering agencies upon request.

6. Customer Service Hours

The Contractor shall provide customer order services for all ordering agencies locations Monday through Friday from 7:00AM to 6:00PM EST. Support shall be provided via a toll free telephone number, email, and fax.

7. Customer Service Response Time

The Contractor shall respond to all customer service issues within next business day of submission.

**B. Quality Assurance**

The Contractor shall provide only new products, unless otherwise agreed to, via written communication, by the Ordering Agency. The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer's warranty. The Contractor shall repair and/or immediately replace any defective or failed item within the warranty period specified at no expense to the ordering agency (including labor, freight to and from, and materials) for products that are returned in accordance with the **Returns** section of this contract. In the

event the product cannot be repaired or replaced to the satisfaction of the ordering agency, the Contractor shall refund any amounts paid by the ordering agency for the product.

## 1. Warranty

1.1 Dell Original Warranty - Dell's original manufacturer warranty is the default warranty included with all Dell hardware products, purchased through SHI.

## 2. Extended Warranty - The paragraphs below describe the extended warranties available for purchase.

2.1 Dell Pro Support Warranty - Dell's ProSupport Suite options are available for purchase through SHI. The list below details the features available for each of those warranty categories.

ProSupport Suite feature comparison	ProSupport	ProSupport Plus	ProSupport One for Data Center
Remote technical support	24x7	24x7	24x7
Parts and labor response options	Next Business Day <sup>1</sup> or Mission Critical	Next Business Day <sup>1</sup> or Mission Critical	Flexible
Automated issue detection and case creation	●	●	●
Self-service case initiation and management	●	●	●
Hypervisor, Operating Environment Software and OS support	●	●	●
Priority access specialized support experts		●	●
Designated service account management expert		●	●
Periodic assessments and recommendations		●	●
Monthly contract renewal and support history reporting		●	Monthly or Quarterly
System Maintenance guidance		Semiannual	Optional
Designated technical and field support teams			●

### 2.1.A "Dell ProSupport" - Enrollment and User Creation – Tech Direct

#### Steps for Enrollment.

First, you will register for access to the TechDirect portal. You must use an individual user ID (not a group mailbox), and must use an email domain that corresponds to the company name (not a generic, such as gmail or yahoo)

- Go to <https://techdirect.dell.com/>. In the upper right corner, click Sign In, then the Register button.
- Complete all the information requested and Save.
- Your Registration is complete. Click Get Started.  
ONLY ONE user - the person selected to be your account's Primary Administrator - should complete the following steps. As you work through the enrollment, additional information is available by hovering over the field titles.
- Return to the TechDirect home page and sign in using newly created id
- Click Begin in the Company Information box
- To create a new account use the Enroll as Company Administrator button
- Read through Company Admin details and click the Continue button
- Put in the requested information on the Company Information page and click Next **[\*\*If\*\*** a page comes up with existing Companies to choose from, click the [This is](#)

not my company. link directly below the list of companies in order to proceed with creating a new/separate account]

- Review your entered information and click the Submit button if no changes are needed  
You have successfully enrolled your business for a Technical Support account.

**\*\*\* If you require a Self-Dispatch account** to request parts without assistance from Dell TechSupport, select the Go to Dashboard link.

- Click the blue Enroll button in the Self-Dispatch module
- On the Self-Dispatch Enrollment page:
  - For Dispatch Category...you will have all of the same functionality/access in the tool and always be able to request an onsite technician when covered in the service tag's warranty entitlement with either option (Parts Only or Parts & Reimbursement). The difference between the two options is as follows. Parts Only is the free program. No money changes hands. Parts & Reimbursement indicates that you wish to upgrade the enrollment level in the program. There is a \$1500 annual enrollment fee. In return, your organization is eligible to receive labor remittance for the qualifying repairs that your technicians complete. I can provide more details on the Parts & Reimbursement remittance rates if you let me know you're interested in that option.
  - For Customer Type...A **Self-maintainer** is troubleshooting, diagnosing, and potentially completing repairs on the hardware that belongs to the company registering in the program. **Third Party Maintainer** is for an account enrolling in the program to provide service to a Dell end-user customer.
  - Review the Self-Dispatch Terms and Conditions and select the appropriate option.
  - Click Submit.

The enrollment has now been submitted for review. If Tier 1 (Parts Only) was requested, the account should be activated upon approval. If Tier 2 (Parts & Reimbursement) was selected, there are a couple more steps required. You will receive details on those when the enrollment application is processed.

To add (all types of) users: Administrator can select Administrator Control Panel from the Utilities tab on the top menu bar. Then, click the Add Technician button under the Technicians tab on the Administrator Control Panel.

\*\* Once you save the techs profile, the portal will automatically send the tech an email with their own TechDirect credentials. Please have the tech check their spam filters, since email comes directly from the tool.

To access the training required for self-dispatch:

- Users should select Self-Dispatch from the Services tab on the top menu bar.
- Click the Apply button in the Get Self-Dispatch Training box. That will take them to their My Recommended Training page, where they will see the two available courses: Client Course and Enterprise Course.
- Users need to complete whichever course covers they type of system(s) they will be working with.

\*\* Users may not see the courses immediately upon being added to an account. They may need to allow up to one business day for the courses to show available.

2.2 SHI Enterprise Warranty Services - SHI offers several options to support original manufacturer warranties. Original manufacturer warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. SHI Enterprise Warranty Services will extend the life of your technology investment and will keep your systems – and your business – running at peak performance.

The benefits of Enterprise Warranties include:

- a. Coverage up to 4 years;

- b. 24/7 technical support;
- c. U.S.-based call center;
- d. Global support capabilities;
- e. 100% coverage for commercial use, parts, labor, and accidental damage;
- f. \$0 deductible.

In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides:

- a. 100% coverage on parts and labor, normal wear and tear, and power surges;
- b. "No Lemon" guarantee;
- c. Replacement for products that are beyond repair;
- d. No deductibles, hidden fees, or surprise charges;
- e. Commercial use.

SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers.

2.3 SHI Complete Care for Data Center - offers post-warranty hardware maintenance support for most data center related hardware. SHI Complete Care for Data Center partners with third-party maintenance (TPM) providers to extend your hardware equipment's life-cycle after the original equipment manufacturer warranty has expired.

The benefits of SHI Complete Care for Data Center Include:

- a. Flexible Contracts (1 month to 4+ years)
- b. 24x7x365 Technical Support
- c. U.S. Based Call Center
- d. Global support capabilities;
- e. Flexible SLAs (7x4x24, 8x5xNBD, Parts Only, etc)
- f. Remote Monitoring
- g. Vendor Agnostic (manage multiple OEMs under a single contract)
- h. Experienced Field Technicians
- i. Cost Savings (40-60% cheaper than the OEM)
- j. 150+ Countries Supported
- k. 160+ Parts Stocking Locations
- l. Self-Service Customer Portal

#### 2.3.1 Provision of Warranty Services

SHI Complete Care partners with SHI branded third-party warranty providers. Since our coverage replaces OEM support, our branded partners utilize their own OEM certified technicians to perform repairs.

SHI Complete Care for Data Center partners with SHI branded third-party maintenance (TPM) providers. Their badged technicians have over 15+ years of experience working directly for the Top Tier 1 OEMs. Customers can use the online portal or contact the US based call center for troubleshooting, technical support, request parts, file a claim, or dispatch a technician (with parts in hands) within their SLA.

The customer will be calling our dedicated SHI Warranty Services data center partner. After purchase, we send a welcome packet that highlights how to file a claim, important phone numbers, etc.

Extended warranty will be available once the OEM warranty has expired. The process to receive a quote will follow the standard guidelines outlined in this contract under section D – 4 of order placement.

For example – Dell PowerEdge extended warranty would not exceed \$250 per year for 7x24x4 onsite hardware maintenance support.

### 2.3.2 Warranty Tracking

For SHI Complete Care Warranty, we capture detailed information about the hardware assets within our configuration center. We can combine the asset information with the end user information the customer provides and generate asset tracking reports, which can be used as they are or can be loaded into your internal asset management databases. The information that we may capture includes, but is not limited to:

- a. Serial Number
- b. Asset Tag Number
- c. End-User Name
- d. Department, cost center, etc.
- e. Warranty length
- f. Other information as required by the State

Our customer claims portal tracks the warranty claims and provides status updates. The warranties are tied to the serial numbers, and once those are registered, we can work with the customer to determine the start dates. In addition, customers can receive monthly reports that include comprehensive data.

For SHI Complete Care for Data Center, we capture detailed information about the hardware assets within our configuration center. We can combine the asset information with the end user information the customer provides and generate asset tracking reports, which can be used as they are or can be loaded into your internal asset management databases. The information that we may capture includes, but is not limited to:

- a. Serial Number
- b. Asset Tag Number
- c. End-User Name
- d. Department, cost center, etc.
- e. Warranty length
- f. Other information as required by the State

Our customer claims portal tracks the warranty claims and provides status updates. The warranties are tied to the serial numbers, and once those are registered, we can work with the customer to determine the start dates. In addition, customers can receive monthly reports that include comprehensive data. Customer's can also log in to their dedicated portal to file a new claim, check the status of an existing claim, request support, check the term of their contract, add new devices, remove devices.

Dell offers similar capabilities for their warranty programs. The Dell warranty portal allows you to check warranty status, renew, transfer, or register your Dell product or get one-time support for expired-warranty Dell products. Dell can gather and track information on a per system, per component basis. System service tags allow technicians to access original factory installed configurations, service call history, and warranty information. Having this information immediately available enables Dell to proactively identify and resolve product issues more efficiently.

Dell warranty begins upon receipt and acceptance of equipment by the Ordering Agency. Depending on the type of product ordered and the warranty purchased, SHI will work with the State to provide the necessary information.

### 2.3.3 Product Recall Procedures

The Contractor shall provide recall notification, regardless of level, in writing to the State contract manager and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include an item number, complete product description, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

### C. Dedicated Website and E-Procurement

#### 1. Dedicated Website

The Contractor shall create and maintain a website unique to the State, containing product brochures, pricing exhibits, service level agreements, ordering instructions, and any other helpful information that the State and Contractor mutually agree to post. Additionally, the State shall use this website to configure IT Hardware, access quotes, check delivery status for previously ordered products, and track the status of support inquiries.

#### 2. State Agency Punch-Out

The Contractor agrees to provide an online catalog (punch-out) through the State's PeopleSoft system that shall be used for pricing and ordering purposes. The Contractor shall meet all eProcurement specifications with regards to the punch-out as specified in the RFP.

##### a) System Requirements

The Contractor's system shall be able to identify that an item is environmentally preferable, item is in stock, backordered, Minority/Women Owned Business, and suggest low-cost alternative items within a user's cart. Users shall be able to conveniently create and save shopping lists for ease of ordering at a later date. The Contractor's system shall have a searchable list of contract items separate from the full catalog available to majority of State employees. Only personnel approved by the State contract manager may have access to the full catalog.

##### b) Limitation and Restrictions

The Contractor shall be able to block sections of its catalog from view. Similarly, the Contractor shall be able to program its ordering system to flag restricted items and verify that the ordering agency has approval from the State contract manager before shipping the items; this requirement is especially important for non-online ordering.

##### c) System Maintenance and Uptime

The Contractor shall maintain a system uptime as outlined in **Exhibit B**. The Contractor shall immediately notify the State contract manager of any system issues. Any content errors discovered on the Contractor's punch-out shall be corrected by the next business day of notification to the Contractor of the error. The Contractor shall notify the State contract manager of any scheduled maintenance to the punch-out.

##### d) Third Party Management

The State reserves the right to use a third party for the management of the contract catalog. Upon notice by the State, Contractor agrees to provide catalog data in the cXML format specified by third party hosting vendor to a SFTP site. Any price or product information changes shall require an updated file be submitted to the SFTP site for approval in advance to any anticipated changes and shall be subject to State review and approval.

#### 3. Other Governmental Body

The Contractor shall work with the State and K-12/OneIndiana purchasing portal to provide the ability of either a punch-out or catalog to K-12 and Other Governmental Bodies for purchasing off of this Contract.

- K-12Indiana Portal: [www.K12Indiana.com](http://www.K12Indiana.com)
- LibraryIndiana Portal: [www.LibraryIndiana.com](http://www.LibraryIndiana.com)
- OneIndiana Portal: [www.oneindiana.net](http://www.oneindiana.net)

If an Other Governmental Body does not have the above ability, they may purchase from this QPA by the means of a Purchase Order, a Statement of Work, or such other document as is acceptable to the Contractor and the Other Government Body.

## D. Order Placement

### 1. Catalog

#### a. Hard Copy Catalog

Hard copies shall be available upon request, at no cost, to Ordering Entities for ordering under this Contract. Requests for hard copy catalogs should be submitted to Customer Service.

#### b. Electronic Catalog

The contract items listed **Exhibit D** shall be available for viewing through the Contractor's website. The Contractor's electronic catalog provided as part of the online ordering system contains only those items available outlined in **Exhibit D**.

User Access: State Agency personnel shall be able to access an electronic catalog with the Contractor. Users shall not have the authority to purchase or create orders through the electronic catalog. Users shall have the following capabilities within the electronic catalog:

- i. Search electronic catalog for contract items
- ii. View contract item information (with pricing)
- iii. Create Carts

### 2. Ways to Place an Order

The Contractor shall be able to receive orders by any of the following methods: electronically via State's punch-out, K-12/Library/OneIndiana BPS catalog, phone, or fax. The Contractor shall have internal controls, approved by the State of Indiana, to:

- a. Ensure that only authorized individuals place orders
- b. Verify any orders that appear to be abnormal
- c. State Contract Manager has authorized purchase, from a State Agency, or special request item.

All requests for quotes and purchase orders placed by the State shall reference this QPA.

### 3. Order Confirmation

An e-mail order confirmation shall be sent to the Ordering Entities buyer within one (1) hour of Contractor's receipt of purchase order. This order confirmation shall include the following information; but not limited to, Purchase Order Number, Order Date, Ship To Information, list of ordered items, list of shipped items, backordered items, and expected delivery date. In lieu of an email address, this confirmation shall be faxed. If the confirmation does not match the requested items, the Ordering Entity shall contact Customer Service.

### 4. Special Order Items

Ordering Entities may purchase items that are not normally stocked by the Contractor. Special order items are items not stocked by the Contractor or their wholesale partners. The Contractor's Account Manager shall provide a detailed quote from the manufacturer to the Ordering Entity. The quote at a minimum shall include: Quote Date, Valid until Date, Item Quantity, Item Description, UOM, Item Price, Order Total, and Lead Time.

## E. Shipping / Delivery

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana and meet specified delivery requirements. This shall include desktop and dock delivery within given State facilities, school delivery docks, school front offices, etc. The Contractor shall work with the State to identify an acceptable weekly report that provides delivery site updates or new locations.

### 1. Delivery Timeframes

Except for special orders and unusual circumstances, the Contractor shall use reasonable commercial efforts to ensure that orders placed shall be dock or desktop delivered, whichever the ordering location prefers, and in accordance with the timeframes specified in **Exhibit B**.

2. Shipping Charges

The Contractor agrees that all prices include shipping and handling fees required to provide delivery to all State and ordering agency locations unless specifically approved in writing by the State of Indiana account manager. The Contractor shall remain responsible for goods (FOB destination) until the ordering agency takes possession.

3. Proof of Delivery

The Contractor shall provide proof of delivery for an order upon request from the ordering agency that shall include, but not limited to, the accepting individual's name, signature, delivery date, delivery time, and packing list.

4. Backorders

In the event that a product is backordered, partial shipments or shipment is delayed for any reason, the Contractor shall notify the ordering agency of such delay in the following ways:

- a) A backordered item(s), item number (s), and expected delivery date(s) shall be annotated on the email order confirmation.
- b) Contractor's online catalog/punch-out provides in-stock/backorder status.

The Contractor shall then work to fill the backorder. If the Contractor's system is unable to fill a line, the Contractor shall source the backordered item. If an item is discontinued, or unavailable, the Contractor shall call the ordering agency and given a choice of canceling the order, or an acceptable alternative product.

5. Product Substitutions

Product substitution is not allowable unless pre-approved; in writing, by the State or ordering agency and only then may the item be shipped. The substituted item shall be of equal functionality and quality and shall not exceed the contract price of the back ordered or unavailable item. Contractor shall submit a quarterly report of all items that have been substituted.

**F. Billing/Payment**

1. Invoice

The Contractor shall invoice the State only after items have been delivered prior to payment. The Contractor shall invoice the state only after completion of the work described in the purchase order/contract, and as required below prior to any payment. The Contractor shall submit an invoice to the ordering agency's bill to address. The Contractor's invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, Ordering Agency's Bill To Information, Ordering Agency's Ship To Information, Business Unit, Purchase Order Number, Item Number, Item Description, Order Qty for each Item, Item Price, Invoice Total

All invoices must reference this QPA in order to be processed by the Auditor of State.

2. Billing

The Contractor understands and agrees that the invoice shall;

- Include only charges for products that have been shipped/fulfillment complete
- Not include any items shipped separately or backordered item, which shall have a separate invoice for payment on the same purchase order
- If multiple invoices are sent for the same purchase order, there shall be a note this is for partial payment

- Not include sales tax or shipping charges

3. Payments

It shall be the responsibility of the "bill to" agency to make payment. Any questions concerning payment should be addressed to the "bill to" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned account manager to determine the issue and method to resolve.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "bill to" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered in satisfactory condition.

The State will not be responsible or financially liable for any orders placed, goods provided, or work performed for any Other Governmental Body.

**G. Returns**

For all products, the Contractor shall accept returns from an ordering agency within sixty (60) business days of receipt of product. For all returns and in accordance with SHI's Return Process [**Sub-section 3**, below], Contractor shall provide full credit or full refund to the ordering agency, whichever an agency requests, within sixty (60) business days. With the exception of damaged or defective items, ordering agencies shall use commercially reasonable efforts to return products in original packaging (including manuals and all parts), in resalable condition and with a copy of the packing list. Without a packing list, items will be eligible for an exact-item exchange or merchandise credit.

1. Damaged Freight, Error in Shipment, Defective Items

The Contractor shall pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. Ordering agencies shall be credited the full amount of all items returned. All credits shall be made to the account codes used to purchase the returned items. If the order had multiple account codes, the ordering agency shall instruct the Contractor to which code or codes the credit shall be assigned. The Contractor shall issue credit within fifteen (15) business days once item has been returned to Contractor's warehouse.

2. Restocking Fee

Contractor shall not impose a return or restocking fee on ordering agencies for items that have been returned in accordance with the Returns section.

3. SHI Returns Process

Return Policy – Dell product(s) may be returned within sixty (60) days from receipt of product (which shall include direct shipment from a distributor at Dell's request) for a credit of the purchase price paid.

A Return Merchandise Authorization (RMA) will be sent to the Ordering Agency upon determination of need by the Ordering Agency. Once the RMA is received back at our warehouse, a credit will automatically generate.

Outside of sixty (60) days – Dell will review out of policy (OOP) requests on a case-by-case basis for an exception. Dell will require a strong business case for OOP return exceptions. Sales & Finance approval is required.

**H. Reporting/Metrics**

The Contractor shall provide the State and ordering agencies with quarterly and ad-hoc reporting, and report customization at no cost for the duration of the Contract. The defined reporting listed below or any ad-hoc and customized reporting shall be available to the State or ordering agency based on the SLA(s) outlined in **Exhibit B**, unless the parties agree to a longer response period.

1. Savings Model

The Contractor shall work with the State contract manager to develop a mutually agreed upon savings model, within ninety (90) days of final State signature, which reflects the actual savings over the life of the contract. The Contractor shall report on the savings model at each QBR and shall provide updates upon request.

2. Usage Reports

The Contractor shall track all system and usage data to report at each QBR. The report shall include, but not limited to Item Number, Item Description, Quantity, Unit of Measure, and Dollar Amount. The Contractor shall provide updates upon request.

3. Pricing Audit Report

The Contractor shall work with the State contract manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, item price in the catalog at the time of purchase, and the price the ordering agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

4. Greening the Government

The Contractor shall track and report quarterly the State's environmental purchases, provide a list of all products that represent green products which includes EPEAT and/or Energy Star products.

**I. Miscellaneous Commitments**

1. Purchasing Card

The Contractor shall accept the State's purchasing card (P-Card) as an optional form of payment, if advised by the State contract manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's purchasing card.

**J. Contract Implementation**

The Contractor shall meet with the State and form an implementation plan timeline for contract deployment. The Contractor shall customize the program to fit the State's needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process.

1. Implementation Process

The Contractor shall complete the implementation project in the following phases, and the Contractor shall provide a draft and final copy of the project plan to the State account manager:

a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in high-level discussions on phase deliverables during project initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

b) Planning

The Contractor shall establish business and punch-out requirements and the schedule of the project (including a list of deliverables and respective delivery dates). The planning phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the project have been addressed.

c) Execution and Control

The Contractor's implementation team shall carry out the project and perform project activities. The Contractor shall include internal quality assurance (QA) testing on the punch-out in this phase. Once the internal QA requirement for functionality and operability have been satisfied, the Contractor shall offer the project to the State for

testing. This process shall continue until the State is satisfied that the application meets contractual obligations, as well as the specifications defined in the project plan.

d) Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform project closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

2. Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor's team shall be led by an appointed implementation manager who shall be responsible for the overall management of the implementation process.

3. Implementation – Communication Tools

a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare meeting agendas, shall facilitate the team meetings, and shall provide meeting minutes after conclusion of the team meeting by the next business day.

c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

4. Training

a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and ordering agencies to provide users an opportunity through a kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, the Contractor may be required to host training sessions virtually. The Contractor shall use commercially reasonable efforts to provide training as necessary to facilitate the goals of this Contract.

b) Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this contract.

c) User Guides

The Contractor shall provide roll-out packets or user guides (either option to be physical or digital) to ordering agencies on how to best use the contract and punch-out tool. The Contractor shall provide the user guide documentation to the State contract manager for approval prior to release.

## EXHIBIT B

### Service Level Agreement and Performance Metrics

#### Service Level Agreement (SLA)

The Service level agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contract term. The SLA(s) are created for the purpose to monitor the performance of the Contractor and the overall contract agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated SLA(s) through continuous tracking and State account management interaction. The SLA(s) are tracked daily, while reported on a quarterly basis, unless otherwise requested by the State account manager. The Contractor is encouraged to utilize automated processes to generate data and reports to ensure authenticity. These SLA(s) shall then be directly evaluated through the outlined performance metrics. On a quarterly basis, the Contractor shall identify the actual outcome of the SLA(s) listed below and supply original supportive documentation for all service level agreements and performance metrics. The Contractor shall tabulate the actual SLA(s) outcome and present the results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead, the data must be represented as actual statistical information.

#### Service Level Agreement

#	Service Level Agreement	Performance Standard	Description	Calculation	Frequency of Review
1	Product Delivery Timeframe – Limited configuration or simple services added	15 Business Days	Calculation of delivery from the date of purchase order receipt by Contractor to the date when the product is physically at the delivery location and address indicated on the purchase order.	Order date and timestamp compared to the delivery proof of desktop or dock delivery at customer's office.	Quarterly
2	Product Delivery Timeframe – Complex configuration or complex services added	25 Business Days	Calculation of delivery from the date of purchase order receipt by Contractor to the date when the product is physically at the delivery location and address indicated on the purchase order.	Order date and timestamp compared to the delivery proof of desktop or dock delivery at customer's office.	Quarterly
3	Configuration Accuracy	99%	Contractor shall deliver error-free configured servers (per the quote and purchase order details).	Number of error-free configured servers delivered / the total number of servers delivered	Quarterly
4	Part Delivery – New Products	6 Hours	Calculation of delivery from the time the part request is received by Contractor.	Order date and timestamp compared to the delivery proof of desktop or dock delivery at customer's office.	Quarterly
5	Part Delivery – Standard or Extended Warranty	48 Hours	Calculation of delivery from time the part request is received by Contractor.	Order date and timestamp compared to the delivery proof of desktop or dock delivery at customer's office.	Quarterly
6	Dedicated Website – System "Up Time"	99%	Percentage of time the system is accessible and usable during business hours of 7AM – 6PM EST, Monday through Friday.	Time the system is accessible and usable / Time the business is open	Quarterly
7	Dedicated Website – Accuracy of Information	95%	Percentage of time the information on the dedicated website is accurate and correctly performs all functions listed in RFP Section 2.4.4.1 during business hours of 7AM – 6PM EST, Monday through Friday.	Time the information on the dedicated website is accurate and correctly performs all functions listed in the RFP / Time the business is open	Quarterly
8	Punch-Out Catalog – System "Up Time"	99%	Percentage of time the system is accessible and usable during business hours of 7AM – 6PM EST, Monday through Friday.	Time the system is accessible and usable during business hours / Time the business is open	Quarterly
9	Punch-Out Catalog – Accuracy of Information	95%	Percentage of time the information on the dedicated website is accurate and correctly performs all functions listed in RFP Section 2.4.4.2 during business hours of 7AM – 6PM EST, Monday through Friday.	Time the information on the dedicated website is accurate and correctly performs all functions listed in the RFP / Time the business is open	Quarterly

10	Quote Responsiveness	24 Hours	Calculation of time for Contractor to provide a quote (outside the dedicated website) from time the quote request is received by Contractor.	Time the quote is provided compared to the time of the quote request	Quarterly
11	Invoice – Accuracy and Timeliness	99%	Contractor shall submit error-free invoices (per the purchase order instructions) within five business days of product delivery.	Number of error-free invoices submitted within 5 business days / Total number of invoices	Quarterly
12	Report Turnaround – Quarterly Spend Report	10 Business Days	Calculation of report due date from last date of quarter to when report is received by the State.	Completion of reports provided according to number of business days taken to provide.	Quarterly
13	Report Turnaround – Ad hoc Report	15 Business Days	Calculation of report due date from request received by Contractor, unless the parties agree to a longer response period.	Completion of reports provided according to number of business days taken to provide.	Quarterly
14	Response Time	Next Business Day	Contractor shall respond to all communications no later than next business day.	Time from when a communication is sent to the contractor and when the customer receives a response	Quarterly

### Performance Metrics (State Agencies)

Definition: A **performance metrics** is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements, C. Targets which the results can be scored against, and D. An actionable remedy if the metric is not met within an agreed upon timeline. The targeted metric deliverables were developed as a result of the Service Level Agreement. The metrics are set up as follows:

#### Metric #: Metric Title

- A. Identification of: Critical Process/Customer Requirements.
- B. Identification of: Developmental measurement.
- C. Identification of: Targets which the results can be scored against.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements. The Contractor shall tabulate the actual Service Level Agreements outcome and present the results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The Contractor shall be allowed a ninety days (90) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics. The service levels shown in this contract are still to be followed during the initial implementation phase of the contract, but will not be scored.

If the State deems that the Contractor has failed to meet the standards contained in the Service Level Agreement, or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP), or invoke the Termination for Default clause. The State has the discretion to accept multiple Corrective Action Plans, over the life of the contract, if deemed appropriate.

If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

## EXHIBIT C Pricing Terms

The Contractor will be paid the catalog pricing commensurate with discount off list pricing provided in **Exhibit D**. The Contractor agrees that all prices include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State. Additionally, the Contractor agrees that there will be no “small order”, “minimum order”, or “special order” charges or surcharges that apply. Any rush delivery that occurs as a result of the Contractor’s error will be free of charge. No handling surcharges will be added, or discounts lost for any rush or expedited orders.

### A. Price Match

If it is discovered that a product can be purchased from <https://www.shi.com/> for a price lower than its current contracted pricing, Contractor shall match the lower price for all products that are an exact item match.

### B. Pricing Errors and Overcharges

For any pricing errors or overcharges discovered by the State, the Contractor shall reimburse the State in full for all overcharges. Additionally, the Contractor shall pay to the State \$100 per day per invoice not to exceed a \$1,000 cap for invoices with pricing errors that are not corrected by the three business days of notification to the Contractor of the error. The Contractor shall provide a credit or check, whichever has been determined by the State or ordering agency, for pricing errors.

### C. Financial Representation

The Contractor shall not use the State of Indiana’s pricing, as listed in **Exhibit D**, to negotiate lower prices on existing or new contracts (“Competing Contracts”) with entities that are ordering agencies, as defined in **Section 1**. If the Contractor executes Competing Contracts that include any item contracted hereunder to an ordering agency, and the item is provided at a price lower than that which is charged under this Contract, the lower price per item shall be effective from the date the Competing Contract was executed.

It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process (“Bid”) from any ordering agency **and** to offer different prices for products not offered in this contract, as listed in **Exhibit D**. Further, it shall not be a violation of this section for the Contractor to negotiate a local price list, for any ordering agency, with the exclusion of State Agencies, to offer different prices for products not offered in this contract, as listed in **Exhibit D**. A local price list consists of State items, priced as listed in **Exhibit D**, plus non-State items. Non-State items included in the local market basket shall not impact, alter or change the State’s percent off list price, as referenced in **Exhibit D** of this Contract. It shall not be a violation to offer a item(s) to an ordering agency at a lower price if a onetime bulk purchase is made. However, for a one-time bulk purchase to be made, prior written approval from the State contract manager is required.

## EXHIBIT D Pricing Schedule

### STANDARD CONFIGURATIONS PRICING

Server Configuration 1 - Small Server - R640		
	State and Local Government	K-12 & Higher Education
<b>OEM:</b>	DELL	DELL
<b>Model Name:</b>	DELL R640	DELL R640
<b>SKU#:</b>	210-AKWU	210-AKWU
<b>List Name (MFG, Catalog Price, Reseller List):</b>	DELL	DELL
<b>Current List Price:</b>	\$11,627.21	\$11,627.21
<b>Discount Rate:</b>	64.30%	64.30%
<b>Price:</b>	\$4,120.00	\$4,120.00

Component	Specs - Description	Specs - Part Number
<b>Rack Height (if applicable):</b>	1U - R640	210-AKWU
<b>Chassis:</b>	Rack (R640)	321-BCQJ
<b>Max # of Processors:</b>	2	N/A
<b>Included # of Processors:</b>	2	N/A
<b>Processor Speed:</b>	Intel Xeon Silver 4210 2.2G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2400	338-BSDH, 379-BDCO
<b>L2 Cache size:</b>	13.75MB	Included in CPU PN
<b>Max Memory:</b>	N/A	N/A
<b>Included Memory:</b>	16GB	370-ADNI
<b>Included Hard Drives:</b>	600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	400-ASGS
<b>Hard Drive Speed:</b>	10K	400-ASGS
<b>Max Internal Capacity:</b>	N/A	N/A
<b># Hard Drive Bays:</b>	8 Drive Bays	321-BCQJ
<b># External Bays (for Floppy Drive, CD-ROM, etc.):</b>	Included in configuration	N/A
<b>Primary Controller:</b>	PERC H730 RAID Controller, 2GB NV Cache, Minicard	405-AANT
<b>Network card:</b>	Broadcom 5720 QP & DP 1GbE Base-T NICs	540-BBBW, 540-BBDE

<b>Fixed Optical Device:</b>	DVD ROM, SATA, Internal	429-ABBE
<b>Optical Device Speed:</b>	8x	N/A
<b>Redundant Hot Plug Power Supply:</b>	Dual Hot-Plug, Redundant PSU (1+1) 750W	450-ADWS
<b>Number of PCI Slots:</b>	3 x16 Low Profile	330-BBGN
<b>Remote Management Card:</b>	iDRAC9 Enterprise	385-BBKT
<b>Operating System Option 1:</b>	Windows Server 2019 (or newer)	634-BSFE, 634-BSGC, 528-CFIB, 634-BSGL, 528-CHGD, 528-CHGE, 634-BSGN
<b>Operating System Option 2:</b>	RedHat Enterprise Linux 8 (or newer)	RH00845
<b>Deployment Rails (if applicable):</b>	Ready Rails Sliding Rails with Cable Management Arm	770-BBBL
<b>Warranty:</b>	3 Year ProSupport Mission Critical 4 HR Onsite Service	813-9255, 813-9259, 813-9265, 989-3439
<b>Management Software:</b>	Refer to MS EA for licenses	N/A

Upgrade/Add-ons/Options			State and Local Government	K-12 & Higher Education
Change to Requirements Shown Above	OEM Part Description & Part Number	List Price	\$ Change to Price Above	\$ Change to Price Above
Change from tower to rack chassis	(R640 -N/A)	\$0.00	-\$69.37	-\$69.37
Upgrade One Processor Speed	Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666 [338-BSDS]	\$2,280.00	\$1,875.00	\$1,875.00
2nd Processor Option Kit - Same Speed	Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 [338-BSDL]	\$580.00	\$598.96	\$598.96
Downgrade to Single Processor Option	No additional processor [374-BBBX]	\$0.00	\$0.00	\$0.00
Add 8GB RAM Module	8GB RDIMM, 2666MT/s, Single Rank [370-ADNI]	\$379.00	\$83.33	\$83.33
Add 16GB RAM Module	(R640-16GB RDIMM, 2933MT/s, Dual Rank [370-AEQF])	\$515.00	\$156.25	\$156.25
Add 32GB RAM Module	(R640-32GB RDIMM, 2933MT/s, Dual Rank[370-AEQH])	\$899.00	\$312.50	\$312.50
Upgrade to 600GB HD, 10K RPM, SCSI Hot Plug	Included in configuration	\$0.00	\$0.00	\$0.00
Upgrade to 600GB HD, 15K RPM, SCSI Hot Plug	(R640-600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive [400-ARWN])	\$1,530.00	\$208.33	\$208.33
Upgrade to 8X DVD Drive	Included in configuration	\$0.00	\$0.00	\$0.00
Upgrade to DVD/RW Drive	DVD+/RW, SATA. Internal [429-ABBD]	\$70.00	\$0.10	\$0.10

Upgrade Warranty to 4 YR Parts & Labor, NBD	4 Years ProSupport with Next Business Day Onsite Service	\$798.00	\$23.60	\$23.60
Upgrade Warranty to 4 Yr 4hr Response Time, 24x7 365	4 Years ProSupport and Mission Critical 4Hr Onsite Service	\$840.00	\$110.47	\$110.47
Upgrade from SCSI to Fibre Channel	(R640-QLogic 2560 Single Port 8Gb Fibre Channel HBA, PCIe Low Profile[540-BBED])	\$1,229.00	\$333.33	\$333.33
Redundant Fan Option	(R640 -N/A)	\$100.00	\$12.50	\$12.50
Add separate 128MB Graphics Card	(R640) NVIDIA® Tesla™ T4 16GB Passive, Single Slot, Low Profile GPU[490-BFHN])	\$5,249.00	\$2,552.08	\$2,552.08
Standalone Operating System Option 1	Windows Server 2019 (or newer) WIN SVR STD CORE 2019 SNGL OLP VLIC 16LICS NL CORE LICS	972.00	880.95	880.95
Standalone Operating System Option 2	Red Hat Enterprise Linux 8 (or newer)	\$1,649	\$1522.50	1,522.50

Server Configuration 2 - Medium Server - R740		
	State and Local Government	K-12 & Higher Education
<b>OEM:</b>	DELL	DELL
<b>Model Name:</b>	DELL R740	DELL R740
<b>SKU#:</b>	210-AKXJ	210-AKXJ
<b>List Name (MFG, Catalog Price, Reseller List):</b>	DELL	DELL
<b>Current List Price:</b>	\$13,561.21	\$13,561.21
<b>Discount Rate:</b>	68.75%	68.75%
<b>Price:</b>	\$4,187.82	\$4,187.82

Component	Specs - Description	Specs - Part Number
<b>Rack Height (if applicable):</b>	2U	210-AKXJ
<b>Chassis:</b>	Rack	321-BCSM
<b>Max # of Processors:</b>	2	N/A
<b>Included # of Processors:</b>	2	N/A
<b>Processor Speed:</b>	Intel Xeon Silver 4210 2.2G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2400	338-BSDH, 379-BDCO
<b>L2 Cache size:</b>	13.75MB	Included in CPU PN
<b>Max Memory:</b>	N/A	N/A
<b>Included Memory:</b>	32GB RAM	370-ADNI

<b>Included Hard Drives:</b>	600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug HD	400-ASGS
<b>Hard Drive Speed:</b>	10K	400-ASGS
<b>Max Internal Capacity:</b>	1.8TB Raw	N/A
<b># Hard Drive Bays:</b>	8 Drive Bays	321-BCSM
<b># External Bays (for Floppy Drive, CD-ROM, etc.):</b>	Included in configuration	N/A
<b>Primary Controller:</b>	PERC H730 RAID Controller, 2GB NV Cache, Minicard	405-AAMR
<b>Network card:</b>	Broadcom 5720 QP & DP 1GbE Base-T NICs	540-BBBW, 540-BBDE
<b>Fixed Optical Device:</b>	DVD ROM, SATA, Internal	429-ABBU
<b>Optical Device Speed:</b>	8x	N/A
<b>Redundant Hot Plug Power Supply:</b>	Dual Hot-Plug, Redundant PSU (1+1) 750W	450-ADWS
<b>Number of PCI Slots:</b>	3x8, 4x16 ,DW GPU	330-BBHH
<b>Remote Management Card:</b>	iDRAC9 Enterprise	385-BBKT
<b>Operating System Option 1:</b>	Windows Server 2019 (or newer)	634-BSFE, 634-BSGC, 528-CFIB, 634-BSGL, 528-CHGD, 528-CHGE, 634-BSGN
<b>Operating System Option 2:</b>	Red Hat Enterprise Linux 8 (or newer)	RH00845
<b>Deployment Rails (if applicable):</b>	Ready Rails Sliding Rails with Cable Management Arm	770-BBBR
<b>Warranty:</b>	3 Year ProSupport Mission Critical 4 HR Onsite Service	813-9119, 813-9123, 813-9129, 989-3439
<b>Management Software:</b>	Refer to MS EA for licenses	N/A

<b>Upgrade/Add-ons/Options</b>			<b>State and Local Government</b>	<b>K-12 &amp; Higher Education</b>
<b>Change to Requirements Shown Above</b>	<b>OEM Part Description &amp; Part Number</b>	<b>List Price</b>	<b>\$ Change to Price Above</b>	<b>\$ Change to Price Above</b>
Change from tower to rack chassis	N/A	\$0.00	\$0.00	\$0.00
Upgrade One Processor Speed	Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666 [PN 338-BSDS]	\$2,280.00	\$1,875.00	\$1,875.00
2nd Processor Option Kit - Same Speed	Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 [338-BSDL]	\$580.00	\$598.96	\$598.96
Downgrade to Single Processor Option	No Additional Processor [374-BBBX]	\$0.00	\$0.00	\$0.00

Add 8GB RAM Module	8GB RDIMM, 2666MT/s, Single Rank [370-ADNI]	\$379.00	\$83.33	\$83.33
Add 16GB RAM Module	16GB RDIMM, 2933MT/s, Dual Rank [370-AEQF]	\$515.00	\$156.25	\$156.25
Add 32GB RAM Module	32GB RDIMM, 2933MT/s, Dual Rank [370-AEQH]	\$899.00	\$312.50	\$312.50
Upgrade to 600GB HD, 10K RPM, SCSI Hot Plug	Included in Standard Configuration	\$0.00	\$0.00	\$0.00
Upgrade to 600GB HD, 15K RPM, SCSI Hot Plug	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive [400-ARWN]	\$1,530.00	\$208.33	\$208.33
Upgrade to 8X DVD Drive	Included in Standard Configuration	\$0.00	\$0.00	\$0.00
Upgrade to DVD/RW Drive	DVD+/RW, SATA. Internal [429-ABBT]	\$70.00	\$0.10	\$0.10
Upgrade Warranty to 4 YR Parts & Labor, NBD	4 Years ProSupport with Next Business Day Onsite Service	-\$1,068.00	\$30.64	\$30.64
Upgrade Warranty to 4 Yr 4hr Response Time, 24x7 365	4 Years ProSupport and Mission Critical 4Hr Onsite Service	\$1,125.00	\$106.79	\$106.79
Upgrade from SCSI to Fibre Channel	QLogic 2560 Single Port 8Gb Fibre Channel HBA, PCIe Full Height [406-BBEB]	\$1,229.00	\$333.33	\$333.33
Redundant Fan Option	N/A	\$0.00	\$0.00	\$0.00
Add separate 128MB Graphics Card	NVIDIA Tesla V100 16GB, Passive, Double Wide, Full Height GPU [490-BEDZ]	\$13,999.00	\$8,125.00	\$8,125.00
Standalone Operating System Option 1	Windows Server 2019 (or newer) WIN SVR STD CORE 2019 SNGL OLP VLIC 16LICS NL CORE LICS	972.00	880.95	880.95
Standalone Operating System Option 2	Red Hat Enterprise Linux 8 (or newer)	\$1,649	\$1522.50	1,522.50

Server Configuration 3 - Large Server - R840		
	State and Local Government	K-12 & Higher Education
<b>OEM:</b>	DELL	DELL
<b>Model Name:</b>	DELL R870	DELL R870
<b>SKU#:</b>	210-AOJP	210-AOJP
<b>List Name (MFG, Catalog Price, Reseller List):</b>	DELL	DELL
<b>Current List Price:</b>	\$31,220.21	\$31,220.21
<b>Discount Rate:</b>	58.33%	58.33%
<b>Price:</b>	\$12,921.46	\$12,921.46

Component	Specs - Description Quote 3000054311342.1 R840	Specs - Part Number
<b>Rack Height (if applicable):</b>	2U	210-AOJP
<b>Chassis:</b>	Rack	321-BDNX
<b>Max # of Processors:</b>	4	N/A
<b>Included # of Processors:</b>	4	N/A
<b>Processor Speed:</b>	Intel® Xeon® Gold 5220 2.2G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (125W) DDR4-2666	338-BSGF, 379-BDNR
<b>L2 Cache size:</b>	22MB	Included in CPU PN
<b>Max Memory:</b>	N/A	N/A
<b>Included Memory:</b>	32GB	370-ADNI
<b>Included Hard Drives:</b>	300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	400-ASGQ
<b>Hard Drive Speed:</b>	15K	400-ASGQ
<b>Max Internal Capacity:</b>	900GB Raw	N/A
<b># Hard Drive Bays:</b>	8 Drive Bays	321-BDNX
<b># External Bays (for Floppy Drive, CD-ROM, etc.):</b>	Included in configuration	N/A
<b>Primary Controller:</b>	PERC H730 RAID Controller, 2GB NV Cache, Minicard	405-AAOE
<b>Network card:</b>	Broadcom 5720 QP & DP 1GbE Base-T NICs	540-BBDE, 540-BBBW
<b>Fixed Optical Device:</b>	DVD ROM, SATA, Internal	429-ABGC
<b>Optical Device Speed:</b>	8x	N/A
<b>Redundant Hot Plug Power Supply:</b>	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM
<b>Number of PCI Slots:</b>	4 PCIe slots (2 x16 Full height GRAPHICS slots + 2 x16 Low profile), GPU capable	330-BBKU
<b>Remote Management Card:</b>	iDRAC9 Enterprise	385-BBKT
<b>Operating System Option 1:</b>	Windows Server 2019 (or newer)	634-BSFE, 528-CFIB, 634-BSGL, 528-CHGD, 528-CHGE, 634-BSGN, 634-BSGC, 634-BSGE
<b>Operating System Option 2:</b>	Red Hat Enterprise Linux 8 (or newer)	RH00845
<b>Deployment Rails (if applicable):</b>	2U Combo Drop-In/Stab-In Rail	770-BCPR
<b>Warranty:</b>	3 Year ProSupport Mission Critical 4 HR Onsite Service	818-7161, 818-7201, 818-7209, 989-3439
<b>Management Software:</b>	Refer to MS EA for licenses	N/A

Upgrade/Add-ons/Options	State and Local Government	K-12 & Higher Education

Change to Requirements Shown Above	OEM Part Description & Part Number	List Price	\$ Change to Price Above	\$ Change to Price Above
Change from tower to rack chassis	N/A	\$0.00	\$0.00	\$0.00
Upgrade One Processor Speed	Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666 [PN 338-BSDS]	\$5,376.00	\$4,687.50	\$4,687.50
2nd Processor Option Kit - Same Speed	Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 [338-BSDL]	\$10,500.00	\$7,291.67	\$7,291.67
Downgrade to Single Processor Option	No Additional Processor [374-BBBX]	\$0.00	\$0.00	\$0.00
Add 8GB RAM Module	8GB RDIMM, 2666MT/s, Single Rank [370-ADNI]	\$379.00	\$83.33	\$83.33
Add 16GB RAM Module	16GB RDIMM, 2933MT/s, Dual Rank [370-AEQF]	\$515.00	\$156.25	\$156.25
Add 32GB RAM Module	32GB RDIMM, 2933MT/s, Dual Rank [370-AEQH]	\$899.00	\$312.50	\$312.50
Upgrade to 600GB HD, 10K RPM, SCSI Hot Plug	Included in Standard Configuration	\$489.00	-\$125.00	-\$125.00
Upgrade to 600GB HD, 15K RPM, SCSI Hot Plug	600GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive [400-ARWN]	\$1,410.00	\$67.71	\$67.71
Upgrade to 8X DVD Drive	Included in Standard Configuration	\$0.00	\$0.00	\$0.00
Upgrade to DVD/RW Drive	DVD+/RW, SATA. Internal [429-ABBT]	\$100.00	\$0.10	\$0.10
Upgrade Warranty to 4 YR Parts & Labor, NBD	4 Years ProSupport with Next Business Day Onsite Service	-\$1,282.00	-\$19.60	-\$19.60
Upgrade Warranty to 4 Yr 4hr Response Time, 24x7 365	4 Years ProSupport and Mission Critical 4Hr Onsite Service	\$1,350.00	\$257.16	\$257.16
Upgrade from SCSI to Fibre Channel	QLogic 2560 Single Port 8Gb Fibre Channel HBA, PCIe Full Height [406-BBEB]	\$1,229.00	\$333.33	\$333.33
Redundant Fan Option	N/A	\$0.00	\$0.00	\$0.00
Add separate 128MB Graphics Card	NVIDIA Tesla V100 16GB, Passive, Double Wide, Full Height GPU [490-BEDZ]	\$13,999.00	\$8,125.00	\$8,125.00
Standalone Operating System Option 1	Windows Server 2019 (or newer) WIN SVR STD CORE 2019 SNGL OLP VLIC 16LICS NL CORE LICS	972.00	880.95	880.95
Standalone Operating System Option 2	Red Hat Enterprise Linux 8 (or newer)	\$1,649	\$1522.50	1,522.50

## MINIMUM PERCENTAGE OFF LIST PRICE DISCOUNTS

Product/Category	Minimum Discount Off List - State and Local Government	Minimum Discount Off List - K-12 & Higher Education
Servers	25%	25%
VXRail - Hardware	35%	35%
VXRail - Software	35%	35%
VXRail - Professional Services	10%	10%

## VALUE ADDED SERVICES

Service Type	Price		Description & Service Name	Additional Comments
	Unit of Measure	Price per Unit		
Image Installation	Each	\$131.00	Load standard State image at the manufacturers or resellers location	To be performed at the Dell Manufacturing plant
De-Manufacture Services	Each	\$14.50	At minimum, destroy hard drive and provide certification of destruction to the State	Ingram ITAD - located in Indianapolis.
Image Installation	Each	\$350.00	Load standard State image at the manufacturers or resellers location	Completed by an MWBE/IVOSB in Indiana
Warehousing	Multiple Servers	\$156.00	Warehousing any Servers required by the State	Completed by an MWBE/IVOSB in Indiana