

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

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

December 22, 2003

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1001258
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Jeff Arbour (517) 349-2300
Unisys Corporation 2290 Science Parkway Okemos, MI 48864-2599 jeffrey.arbour@unisys.com		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-1647 Irene Pena
Contract Administrator: Mike Scieszka Computer Consultants to provide maintenance, technical services & support for the ASSIST project – Family Independence Agency		
CONTRACT PERIOD: From: January 1, 2001		To: December 31, 2004
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Please note effective immediately, this contract is hereby **EXTENDED** through December 31, 2004 and **INCREASED** by \$10,551,715.00. Also, the attached work is hereby incorporated into this contract.

AUTHORITY/REASON:

Per vendor contact (Jeff Arbour), agency's request (Joann Klasko) and DMB/Acquisition Services.

INCREASE: \$10,551,715.00

TOTAL ESTIMATED REVISED CONTRACT VALUE:\$50,109,602.00

**State of Michigan
Department of Information Technology**

Services Workers Support System (SWSS)

Unisys Consulting Proposal

September 15, 2003

Introduction

The Family Independence Agency (FIA) and the State of Michigan Department of Information Technology (DIT) currently contract Unisys information services consultants to provide maintenance and development of the Services Workers Support System (SWSS). The Unisys consultants provide support where specific resources are required but not available within the current organization. These consultants provide DIT and FIA with the unique skills and institutional knowledge required to help support DIT in providing quality information technology services to DIT and FIA, FIA's field staff, and its clients.

This proposal is for a one-year contract from January 1, 2004 through December 31, 2004 under the terms and conditions of Agreement #071B1001258 with a one-year extension as needed. The proposed consultancy services are based upon the eight (8) Unisys consultants currently providing services under the direction of DIT/FIA. Since all eight Unisys consultants live in the Lansing area, the only travel being proposed in this contract is travel required from the Grand Tower to state offices throughout the State of Michigan. Unisys and the State will mutually agree via a change order to any changes to the travel reimbursement proposed herein. This document includes: statements of work for each services category, personnel listings with job classifications, skills descriptions for each consultant, and pricing models for each services category.

This contract extension proposal is presented for information purposes only. It is not intended to be a legally binding document. The only legally binding document that shall pertain to the products and services described in this proposal shall be a mutually acceptable contract extension of existing contract #071B1001258 and, unless mutually agreed upon between the parties, no other terms and conditions will apply.

This proposal contains confidential information of the Unisys Corporation ("Unisys"). In consideration of the receipt of this document, the State agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents without the express written permission of Unisys.

This proposal has been prepared in accordance with Unisys' understanding of your requirements based on the information provided by State. All descriptions, timings, organizations, roles and tasks, and related information contained in the Unisys proposal represent Unisys best estimates based on our understanding of your requirements. However, it is understood that if the Unisys assumptions require change, including those related to our understanding of your requirements, or those related to your service requirements, etc., Unisys reserves the right to modify its proposal accordingly.

All prices and conditions in this proposal are valid for 90 days from the date of proposal submission unless extended in writing.

I. **Statement of Work for SWSS**

For calendar year 2004, it is our understanding the Department of Information Technology (DIT) and the Family Independence Agency (FIA) will continue the support of the Foster Care Adoption and Juvenile Justice (FAJ) System and the development of the second phase of FAJ. DIT will continue their efforts to migrate the Mapper-based SWSS Children's Protective Services application to a Visual Basic/Oracle platform as they develop the new SWSS Children's Protective Services System (SWSS-CPS). DIT will also continue to support the statewide Adult Services application that has recently been migrated from Mapper to the preferred Oracle/Visual Basic platform.

Unisys has a team of eight individuals currently under contract by the State assisting DIT in these efforts. These eight individuals have extensive working knowledge in both the Child Welfare Environment and in FIA's development tools (past and present), Mapper, Oracle and Visual Basic. These eight individuals represent over 90 years of experience in Michigan's Child Welfare programs. The purpose of this statement of work (SOW) is to continue providing DIT/FIA with these application development and support services, thereby allowing the State to leverage this extensive knowledgebase.

Unisys proposes to extend the current contracted Unisys personnel to provide the necessary application development services under the direction of DIT/FIA management through December 31, 2004. Under this proposal, Unisys will continue to provide the current Unisys SWSS contract staff to support DIT's efforts in the maintenance, testing, development, and implementation of the SWSS applications. This support will be provided on a time and material basis. The Unisys staff selected to work at DIT/FIA have in-depth knowledge of DIT development tools such as Oracle and Visual Basic. Under the direction of DIT management, their primary responsibilities will be as follows:

- i. Ongoing assistance with maintenance of the current SWSS-FAJ system as well as development, testing, and implementation of preparation and documentation of service/case plans.
- ii. Assist in migration of current Mapper based Children's Protective Services application to VB/Oracle platform. The new Children's Protective Services application (SWSS-CPS) will be incorporated with SWSS/FAJ and assistance will be needed with development, testing and implementation. SWSS-CPS will include, but is not limited to; collecting and recording of referral information, evaluation of intake information, investigation, risk assessments and determination of needed services.
- iii. Maintain the existing statewide Mapper-based SWSS Children's Services applications.
- iv. NON-SACWIS related Tasks:
Ongoing assistance with maintenance of the current ASCAP system as well as development, testing and implementation of Phase II of this project.

Assigned Labor Categories & Personnel Skills for SWSS

Personnel by Labor Categories

Name	Position
Jensen, Mary Ann	System Design Specialist 2
Hadick, Mary	Senior System Analyst 1
Lee, Joseph	Senior System Analyst 1
Morberg, John	Senior System Analyst 1
Thelen, Tom	Senior System Analyst 1
Vieth, Christopher	Senior System Analyst 1
Miller, Matthew	Senior System Analyst 1
Wing, Tom	Senior System Analyst 1

SWSS Personnel Skills

Ms. Mary Ann Jensen is proposed to fill a System Design Specialist 2 position. Mary Ann was a dedicated FIA employee for nearly 32 years serving FIA in numerous policy development and leadership capacities including the Director of the Children's Foster Care Policy Division. Since her retirement in 1998, she has served the SWSS project as a team leader in charge of ensuring that the Foster Care, Adoption and Juvenile Justice (FAJ) system is developed in accordance with FIA policy. Mary Ann is a vital leader in evaluating and approving nearly all change requests for the FAJ application. Mary Ann's knowledge of children's foster care policy, and her decision making skills, are of great value to the SWSS team in developing and enhancing the FAJ application.

Ms. Mary Hadick is proposed to fill a Senior Systems Analyst 1 position. Mary has more than 17 years experience as a computer professional. She has extensive experience in application design, development, implementation, documentation, and end user support. Mary has devoted nearly all of her 17 years with Unisys working in the area of Children's Services systems development. She has assisted the FIA SWSS team in their Children's Services efforts for over six years. Mary is currently supporting FIA's statewide children's protective services application, and is assisting in developing requirements for the SWSS-CPS System. This application will use a Visual Basic presentation layer, SQL and PL/SQL, coupled with an Oracle database. She is proficient in each of these areas and has extensive skills in MAPPER as well. Mary's knowledge of children's services practices and FIA's internal policy are of extreme benefit to the SWSS development team.

SWSS Personnel Skills – continued

Mr. Joseph Lee is proposed to fill a Senior Systems Analyst 1 position. Joe has over 9 years experience as a computer professional with experience in system design, development, implementation, and support. Joe is proficient in a multitude of development tools including Visual Basic, SQL and PL/SQL, and Oracle. Prior to joining the FIA SWSS development team, Joe has designed systems for William Beaumont Hospital, Electronic Data Systems (EDS), and countless other clients as an independent systems consultant. Joe's technical knowledge, aptitude, problem-solving skills, and team approach, have made him a valuable asset to the FIA SWSS development team.

Mr. John Morberg is proposed to fill a Senior Systems Analyst 1 position. John has nearly 10 years experience in the data processing industry, both as a consultant and system analyst. He has experience in application design, development, system testing, implementation, and end user support. John has worked with the FIA SWSS team for over three years, and is currently assisting in developing the user requirements and technical specifications for the SWSS-CPS System. He has also developed modules for the Foster Care and Juvenile Justice (FAJ) application using a Visual Basic presentation layer, SQL and PL/SQL, coupled with an Oracle database. John is proficient in Visual Basic, Oracle, SQL, PL/SQL, and will soon become certified by Microsoft as a solutions developer.

Mr. Tom Thelen is proposed to fill a Senior Systems Analyst 1 position. Tom was a dedicated FIA employee for 30 years serving FIA as a children's services worker, systems analyst, systems development manager, and as the FIA implementation manager for ASSIST. Since his retirement in 1998, he has served the SWSS project as a team leader in charge of ensuring that the Foster Care, Adoption and Juvenile Justice (FAJ) system is developed in accordance with FIA policy. Tom has been a vital leader in developing requirements for, and in testing, the FAJ application to assure concurrence with FIA internal policy. Tom's knowledge of children's foster care business practices, as well as FIA internal systems, are of great value to the SWSS team in developing and implementing the FAJ and other FIA applications.

Mr. Christopher Vieth is proposed to fill a Senior Systems Analyst 1 position. Chris has over 9 years experience in the data processing industry, working in database design, as a system analyst, and as a development specialist. He has experience in application design, development, system testing and implementation. Chris has worked with the SWSS team for about two years in the Adult Services area and has proven to be quite valuable in that area, being primarily responsible for migrating the Adult Services application from the Mapper environment to the Visual Basic/Oracle platform. He was rewarded for his efforts by receiving a letter of commendation from the ITMS Adult Services Team Leader for his efforts. Chris' domain knowledge of FIA's Adult Services business practices and his proficiency in Visual Basic, SQL, PL/SQL, and Oracle make him a fine asset to the SWSS project team.

SWSS Personnel Skills - continued

Mr. Matthew Miller is proposed to fill a Senior Systems Analyst 1 position. Matt has over 8 years experience as a computer professional, working as a system analyst and as a development specialist. He has experience in application design, development, system testing, and implementation. Matt has worked with the FIA SWSS team for over four years, and is in charge of developing the Security, Main Menu, and System Utilities portions of the Foster Care and Juvenile Justice (FAJ) application. He has developed an extensive package of common routines that many SWSS team members have used in their own development work. This has shown Matt's ability to work as a member of a large development team and has benefited the SWSS FAJ project greatly. Matt is proficient in many development tools and databases, including Visual Basic, SQL, PL/SQL, and Oracle.

Mr. Tom Wing is proposed to fill a Senior Systems Analyst 1 position. Tom has over 9 years experience in the data processing industry, working as a system analyst and a development specialist. He has experience in application design, development, system testing, and implementation. Tom has worked with FIA in various capacities for over three years, and is proving to be quite valuable to the SWSS project as well. Tom is proficient in many development tools and databases, including Visual Basic, SQL, PL/SQL, and Oracle.

IV. Additional terms and Conditions

1. The terms in this section supplement the terms and conditions in contract #071B1001258. Contract #071B1001258 is to be extended for one year (January 1, 2004 through December 31, 2004).
2. The Team will provide support to permanent DIT/FIA staff members by assisting in their training and direct on the job training to provide a solid knowledge base transfer.
3. The Team assigned to the contract by Unisys is employees of Unisys or sub-contractors of Unisys, and as such are independent contractors and are not, under any circumstances or conditions, employees of the State of Michigan. Unisys will be the primary contractor and will be responsible for any of its subcontractors they use.
4. The Contractor is responsible to the extent the negligent acts of its employees and subcontractors result in injury to persons or damage to tangible property during the performance of work under the contract.
5. The staff that is listed in the 3 service categories for this agreement has been approved by the State. The State of Michigan reserves the right to interview and approve replacements to the Team members. Unisys will provide resumes of all proposed replacement staff for approval prior to them beginning work. The State of Michigan may reject any proposed staff member and request another. The State may cancel the services of an individual by providing Unisys written notice of such cancellation 30 days prior to the effective date of cancellation. The State will pay for services rendered until the effective date of cancellation.
6. Unisys is to provide replacement Team members, when feasible, within 10 business days of a member's cessation to be on the Team.
7. A 40-hour workweek will be standard for each Team member. Any excess hours will be billed at a 5% premium rate. While the majority of the work will be done during normal business hours, 8:00 AM to 5:00 PM. Monday through Friday, excluding State of Michigan holidays, the Team may be expected to work non-standard hours or weekends to meet the needs of the State of Michigan.
8. The Team members may be required to participate in on-call responsibilities (available via beeper or cell phone) and will be compensated based on one hour at the standard rate for every five on-call hours. In addition, if on-site duty is required during this on-call period, the normal hourly rate, or if applicable, the premium rate would apply. The State of Michigan and Unisys Corporation will mutually agree upon the extent of the on-call requirement of Unisys employees or sub-contractors of Unisys.

9. The supplied Team members will operate under the direction of DIT/FIA management. All assignments are at the discretion of DIT/FIA management.
10. All the work will be performed in a State of Michigan facility unless otherwise agreed by both parties.
11. The Team members will be eligible for reimbursement (State rates) of parking, mileage, hotel, and meal expenses if they are required to travel to a location other than their primary facility (Grand Tower).
12. Unisys will submit DIT/FIA timesheets for DIT/FIA approval by DIT/FIA and will submit monthly invoices for payment based upon approved timesheets for this billing period.
13. This is not a fixed-price contract, but a time and materials contract. Invoicing will be monthly, based on the hours worked at the rates described herein.
14. This contract may be cancelled per paragraph I-T.2 of existing contract #071B1001258, without cause with a 30-day notice from the State. Unisys will be paid for all services rendered and expenses incurred until the effective date of cancellation.
15. This contract is extendable at one-year increments at the option of DIT. Unisys will be allowed to apply up to a 7% cap on labor rates for annual increases for Team members on the first day of January, each year of this contract.

Project Responsibilities

State of Michigan Responsibilities

1. Provide appropriate office space within the State of Michigan for Unisys personnel.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from the State of Michigan that are contract related only.
4. Provide duplicating service and facsimile equipment access for contract related work only.

Unisys Responsibilities

1. Provide competent staff to meet contract requirements. DIT management must approve these staff members. Such approval will not be reasonably withheld.
2. Phone calls not related to the contract will be charged to Unisys.
3. Copy machines, fax machines, personal computers and telephones provided by DIT, to Team Members, will be used for DIT contract work only.
4. The time the Team members are attending Unisys training, Unisys corporate meetings, on annual vacation or sick leave is not billed to the State of Michigan.

**State of Michigan
 Department of Information Technology
 Estimated Hours and Costs for SWSS
 1/1/2004 through 12/31/2004**

January 1, 2004 - September 30, 2004 (39 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
System Design Specialist 1	\$ 138.00	0		0	
System Design Specialist 2	\$ 125.00	1300	\$162,500.00	1	\$ 162,500.00
Senior Systems Analyst 1	\$ 114.00	1380	\$157,320.00	7	\$ 1,101,240.00
Senior Systems Analyst 2	\$ 98.00	0		0	
Systems Analyst	\$ 80.00	0		0	
Total				8	\$ 1,263,740.00

October 1, 2004 - December 31, 2004 (13 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
System Design Specialist 1	\$ 138.00	0		0	
System Design Specialist 2	\$ 125.00	433	\$ 54,125.00	1	\$ 54,125.00
Senior Systems Analyst 1	\$ 114.00	460	\$ 52,440.00	7	\$ 367,080.00
Senior Systems Analyst 2	\$ 98.00	0		0	
Systems Analyst	\$ 80.00	0		0	
Total				8	\$ 421,205.00

Totals

January 1, 2004 - December 31, 2004 (52 Weeks)

Labor Category		Hours Per Person	Cost Per Person	Number of Staff	Estimated 3 Month Cost
System Design Specialist 1	\$ 138.00	0		0	
System Design Specialist 2	\$ 125.00	1733	\$216,625.00	1	\$ 216,625.00
Senior Systems Analyst 1	\$ 114.00	1840	\$209,760.00	7	\$ 1,468,320.00
Senior Systems Analyst 2	\$ 98.00	0		0	
Systems Analyst	\$ 80.00	0		0	
Total				8	\$ 1,684,945.00

**State of Michigan
Department of Information Technology**

Michigan Family Independence Agency

**Application Maintenance
ASSIST/CIMS
Unisys Consulting Proposal**

September 4, 2003

Introduction

The Family Independence Agency (FIA) and the State of Michigan Department of Information Technology (DIT) currently contract Unisys information services consultants to provide maintenance and development of ASSIST application. The Unisys consultants provide support where specific resources are required but not available within the current organization. These consultants provide DIT and FIA with the unique skills and institutional knowledge required to help support DIT in providing quality information technology services to FIA in the areas of Application Maintenance and development for the ASSIST and CIMS applications along with Configuration Management.

This proposal is for a one-year contract from January 1, 2004 through December 31, 2004 under the terms and conditions of Agreement #071B1001258 with a one-year extension as needed. The proposed consultancy services are based upon the twenty-four (24) Unisys consultants currently providing services under the direction of DIT/FIA. Since all twenty-four Unisys consultants live in the Lansing area, the only travel being proposed in this contract is travel required from the Grand Tower to state offices throughout the State of Michigan. Unisys and the State will mutually agree via a change order to any changes to the travel reimbursement proposed herein. This document includes: statements of work for each services category, personnel listings with job classifications, skills descriptions for each consultant, and pricing models for each services category.

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This proposal has been prepared in accordance with Unisys' understanding of your requirements based on the information provided by State. All descriptions, timings, organizations, roles and tasks, and related information contained in the Unisys proposal represent Unisys best estimates based on our understanding of your requirements. However, it is understood that if the Unisys assumptions require change, including those related to our understanding of your requirements, or those related to your service requirements, etc., Unisys reserves the right to modify its proposal accordingly.

All prices and conditions in this proposal are valid for 90 days from the date of proposal submission unless extended in writing.

III. Statement of Work for the CIMS and ASSIST Application

For calendar year 2004, the Family Independence Agency (FIA) and the State of Michigan Department of Information Technology (DIT) will require technical and operational support to be provided by Unisys to support the ASSIST Application Software Programs and to assist the State in migrating the ASSIST functionality from the Unisys Clearpath system to the State's Customer Information Management System (CIMS).

The major Application Software Design Tracks to be supported are Application Registration, Data Collect, Batch Processing, Online Policy, Online Help, Interfaces, Parameters, General Support Services and Common Modules (Architecture, Menu and Application). The ASSIST database also requires support as changes may be made in the Application Software or CIMS Systems.

There will be a team of 24 individuals assigned to support DIT/FIA in maintaining the ASSIST Application Software. This is based on four key factors that are driving the workload considerations:

- The metrics of this very large sophisticated, integrated and documented software system.
- The potential number of changes to ASSIST/CIMS Systems due to Federal and State policy changes.
- Ongoing transfer of knowledge to DIT/FIA development staff.
- The State of Michigan's desire to implement an integrated Public Assistance application.

Under the direction of DIT/FIA management, the Team member's typical responsibilities will be as follows:

- a. Support problem identification and resolution with appropriate techniques to define root cause identification, recommend solutions, prepare solution and verify / test the planned solution.
- b. Document Applications Software changes and affected procedures.
- c. Work with staff to revise portions of the ASSIST application.
- d. Work directly with DIT/FIA development staff to provide them on the job training.
- e. Provide the requested application modifications to support DIT/FIA's initiative to provide one common user interface to field staff as well as providing application modifications to support DIT/FIA's initiative to merge into one mainframe environment.
- f. Provide second and third level ASSIST Help Desk support of FIA local office problem resolution.
- g. Provide Configuration Management for CIMS, ASSIST, LASR, SWSS, CMT, ASCAP
- h. Provide process improvement for software development
- i. Provide tool support for Tracker, Version Manager & Configuration Manager

- j. Provide Project support and improvement for MR and SR Tracking
- k. Support for CMTOOLS server
- l. Design and maintain PostalSoft Program (Interface between Postal Soft server and ASSIST application)
- m. Provide architectural input for systems development

Assigned Labor Categories & Personnel Skills

Personnel by Labor Categories

Name	Position
Black, William	Applications Analyst 1
Brakenbury, Richard	Applications Analyst 1
Darnell, Mike	Applications Analyst 1
Darnell, Rebekah	Database Administrator
Dias, Francisco	Applications Analyst 1
Geers, Bob	Applications Analyst 1
George, Peter	Applications Analyst 1
Johnson, Darin	Applications Analyst 1
Kale, John	Applications Analyst 1
Kelly, Mark	Applications Analyst 1
Leininger, Alice	Applications Analyst 1
Marrs, L. Mike	Database Analyst 1
Marshall, Darrell	Database Analyst 1
Michaels, Ted	Database Analyst 1
Packer, William	Application Analyst 1
Range, Steve	Application Analyst 1
Rugar, Dottie	Training Specialist
Sells, Joe	Training Team Leader
Shah, Rajat	Applications Analyst 2
Shields, Kevin	Technical Support Spec.
Singichetti, Venu	Applications Analyst 1
Verzwyvelt, Gary	Applications Analyst 1
Walczak, Sandra	Applications Analyst 2
Wyrick, Charles	Applications Analyst 1

Personnel Skills Matrix

Name	Applications Areas:																											
	Data Synchronization	ASSIST Mods	Interface (logical)	Application Registration	Data Collect	General System Support - Security / Alerts / Assgn/Reasgn	Parameters	Online Manuals	CIMS Design	CIMS Development	CIMS Testing	Batch Processing	System Architecture	Common Modules	VIPs & DIPs	Database (Design, utilities, logical loads & unloads)	Interface (physical)	Configuration Management (Version control, Code Promotion)	Conversion	APS	Online Help/Err Msgs	Online Policy Text	Promotion	Dep-Con	Postal Soft	ClearPath	SIMAN	
Black, William				X					X	X			X	X			X			X				X				
Brakenbury, Richard									X	X			X	X			X			X				X				
Darnell, Mike			X				X		X	X			X	X			X			X				X				
Darnell, Rebekah	X			X			X		X	X			X	X			X			X				X				
Dias, Francisco			X	X					X	X			X	X			X			X				X				
Geers, Bob	X		X	X					X	X			X	X			X			X				X				
George, Peter	X		X						X	X			X	X			X			X				X				
Johnson, Darin				X					X	X			X	X			X			X				X				
Kale, John	X								X	X			X	X			X			X				X				
Kelly, Mark					X				X	X			X	X			X			X				X				
Leininger, Alice				X					X	X			X	X			X			X				X				
Marrs, Larry									X	X			X	X			X			X				X				
Marshall, Darrell									X	X			X	X			X			X				X				
Michaels, Ted	X								X	X			X	X			X			X				X				
Packer, William	X								X	X			X	X			X			X				X				
Range, Steve						X			X	X			X	X			X			X				X				
Rugar, Dottie				X	X				X	X			X	X			X			X				X				
Sells, Joe				X	X				X	X			X	X			X			X				X				
Shah, Rajat		X		X	X				X	X			X	X			X			X				X				
Shields, Kevin									X	X			X	X			X			X				X				
Singichetti, Venu								X	X	X			X	X			X			X				X				
Verzwyvelt, Gary	X			X	X				X	X			X	X			X			X				X				
Walczak, Sandra	X	X		X	X				X	X			X	X			X			X				X				
Wyrick, Charles						X			X	X			X	X			X			X				X				

IV. Additional terms and Conditions

1. The terms in this section supplement the terms and conditions in contract #071B1001258. Contract #071B1001258 is to be extended for one year (January 1, 2004 through December 31, 2004).
2. The Team will provide support to permanent DIT/FIA staff members by assisting in their training and direct on the job training to provide a solid knowledge base transfer.
3. The Team assigned to the contract by Unisys are employees of Unisys or sub-contractors of Unisys, and as such are independent contractors and are not, under any circumstances or conditions, employees of the State of Michigan. Unisys will be the primary contractor and will be responsible for any of its subcontractors they use.
4. The Contractor is responsible to the extent the negligent acts of its employees and subcontractors result in injury to persons or damage to tangible property during the performance of work under the contract.
5. The staff that is listed in the 3 service categories for this agreement has been approved by the State. The State of Michigan reserves the right to interview and approve replacements to the Team members. Unisys will provide resumes of all proposed replacement staff for approval prior to them beginning work. The State of Michigan may reject any proposed staff member and request another. The State may cancel the services of an individual by providing Unisys written notice of such cancellation 30 days prior to the effective date of cancellation. The State will pay for services rendered until the effective date of cancellation.
6. Unisys is to provide replacement Team members, when feasible, within 10 business days of a member's cessation to be on the Team.
7. A 40-hour workweek will be standard for each Team member. Any excess hours will be billed at a 5% premium rate. While the majority of the work will be done during normal business hours, 8:00 AM to 5:00 PM. Monday through Friday, excluding State of Michigan holidays, the Team may be expected to work non-standard hours or weekends to meet the needs of the State of Michigan.
8. The Team members may be required to participate in on-call responsibilities (available via beeper or cell phone) and will be compensated based on one hour at the standard rate for every five on-call hours. In addition, if on-site duty is required during this on-call period, the normal hourly rate, or if applicable, the premium rate would apply. The State of Michigan and Unisys Corporation will mutually agree upon the extent of the on-call requirement of Unisys employees or sub-contractors of Unisys.

9. The supplied Team members will operate under the direction of DIT/FIA management. All assignments are at the discretion of DIT/FIA management.
10. All the work will be performed in a State of Michigan facility unless otherwise agreed by both parties.
11. The Team members will be eligible for reimbursement (State rates) of parking, mileage, hotel, and meal expenses if they are required to travel to a location other than their primary facility (Grand Tower).
12. Unisys will submit DIT/FIA timesheets for DIT/FIA approval by DIT/FIA and will submit monthly invoices for payment based upon approved timesheets for this billing period.
13. This is not a fixed-price contract, but a time and materials contract. Invoicing will be monthly, based on the hours worked at the rates described herein.
14. This contract may be cancelled per paragraph I-T.2 of existing contract #071B1001258, without cause with a 30-day notice from the State. Unisys will be paid for all services rendered and expenses incurred until the effective date of cancellation.
15. This contract is extendable at one-year increments at the option of DIT. Unisys will be allowed to apply up to a 7% cap on labor rates for annual increases for Team members on the first day of January, each year of this contract.

Project Responsibilities

State of Michigan Responsibilities

1. Provide appropriate office space within the State of Michigan for Unisys personnel.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from the State of Michigan that are contract related only.
4. Provide duplicating service and facsimile equipment access for contract related work only.

Unisys Responsibilities

1. Provide competent staff to meet contract requirements. DIT management must approve these staff members. Such approval will not be reasonably withheld.
2. Phone calls not related to the contract will be charged to Unisys.
3. Copy machines, fax machines, personal computers and telephones provided by DIT, to Team Members, will be used for DIT contract work only.
4. The time the Team members are attending Unisys training, Unisys corporate meetings, on annual vacation or sick leave is not billed to the State of Michigan.

State of Michigan
Department of Information Technology
Estimated Hours and Costs for Application Maintenance
1/1/2004 through 12/31/2004

January 1, 2004 - September 30, 2004 (39 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Application Team Leader	\$ 178.00	1406	\$ 250,268.00	0	\$ -
Application Analyst 1	\$ 143.00	1406	\$ 201,058.00	15	\$ 3,015,870.00
Application Analyst 2	\$ 83.00	1406	\$ 116,698.00	2	\$ 233,396.00
Database Administrator	\$ 178.00	1406	\$ 250,268.00	1	\$ 250,268.00
Database Analyst 1	\$ 138.00	1406	\$ 194,028.00	3	\$ 582,084.00
Training Team Leader	\$ 162.00	1406	\$ 227,772.00	1	\$ 227,772.00
Training Specialist	\$ 147.00	1406	\$ 206,682.00	1	\$ 206,682.00
Technical Support Specialist	\$ 142.00	1406	\$ 199,652.00	1	\$ 199,652.00
Estimated Travel Expenses					\$ 36,000.00
Total				24	\$ 4,751,724.00

October 1, 2004 - December 31, 2004 (13 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Application Team Leader	\$ 178.00	469	\$ 83,482.00	0	\$ -
Application Analyst 1	\$ 143.00	469	\$ 67,067.00	15	\$ 1,006,005.00
Application Analyst 2	\$ 83.00	469	\$ 38,927.00	2	\$ 77,854.00
Database Administrator	\$ 178.00	469	\$ 83,482.00	1	\$ 83,482.00
Database Analyst 1	\$ 138.00	469	\$ 64,722.00	3	\$ 194,166.00
Training Team Leader	\$ 162.00	469	\$ 75,978.00	1	\$ 75,978.00
Training Specialist	\$ 147.00	469	\$ 68,943.00	1	\$ 68,943.00
Technical Support Specialist	\$ 142.00	469	\$ 66,598.00	1	\$ 66,598.00
Estimated Travel Expenses					\$ 12,000.00
Total				24	\$ 1,585,026.00

Totals January 1, 2004 - December 31, 2004 (52 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated 3 Month Cost
Application Team Leader	\$ 178.00	1875	\$ 333,750.00	0	\$ -
Application Analyst 1	\$ 143.00	1875	\$ 268,125.00	15	\$ 4,021,875.00
Application Analyst 2	\$ 83.00	1875	\$ 155,625.00	2	\$ 311,250.00
Database Administrator	\$ 178.00	1875	\$ 333,750.00	1	\$ 333,750.00
Database Analyst 1	\$ 138.00	1875	\$ 258,750.00	3	\$ 776,250.00
Training Team Leader	\$ 162.00	1875	\$ 303,750.00	1	\$ 303,750.00
Training Specialist	\$ 147.00	1875	\$ 275,625.00	1	\$ 275,625.00
Technical Support Specialist	\$ 142.00	1875	\$ 266,250.00	1	\$ 266,250.00
Estimated Travel Expenses					\$ 48,000.00
Total				24	\$ 6,336,750.00

**State of Michigan
Department of Information Technology**

Desktop Services

**Unisys Consulting and Professional Information
Desktop Services Proposal**

September 4, 2003

Introduction

The Michigan Department of Information Technology (DIT) currently contracts Unisys information services consultants to provide architectural and integration planning, information management, project management/implementation support, and technical support for the State's Desktop Services Division. The Unisys consultants provide support where specific resources are required but not available within the current organization. These consultants provide DIT with the unique skills and institutional knowledge required to help support DIT in providing quality information technology services to State and its clients.

This proposal is for a one-year contract from January 1, 2004 through December 31, 2004 under the terms and conditions of Agreement #071B1001258 with a one-year extension as needed. The proposed consultancy services are based upon the seven (7) Unisys consultants currently providing services under the direction of DIT. Since all seven Unisys consultants live in the Lansing area, the only travel being proposed in this contract is travel required from their Lansing state worksites to state offices throughout the State of Michigan. Unisys and the State will mutually agree via a change order to any changes to the travel reimbursement proposed herein. This document includes: statements of work, personnel listings with job classifications, skills descriptions for each consultant, and a pricing model.

This contract proposal is presented for information purposes only. It is not intended to be a legally binding document. The only legally binding document that shall pertain to the products and services described in this proposal shall be a mutually acceptable contract and unless mutually agreed upon between the parties, no other terms and conditions will apply.

This proposal contains confidential information of the Unisys Corporation ("Unisys"). In consideration of the receipt of this document, the State agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents without the express written permission of Unisys.

This proposal has been prepared in accordance with Unisys' understanding of your requirements based on the information provided by the State. All descriptions, timings, organizations, roles and tasks, and related information contained in the Unisys proposal represent Unisys best estimates based on our understanding of your requirements. However, it is understood that if the Unisys assumptions require change, including those related to our understanding of your requirements, or those related to your service requirements, etc., Unisys reserves the right to modify its proposal accordingly.

All prices and conditions in this proposal are valid for 90 days from the date of proposal submission unless extended in writing.

II. Statement of Work for DIT Infrastructure Services Desktop Services

The Department of Information Technology (DIT) is continuing to enhance the State's technical infrastructure as well as make these capabilities available on a statewide basis to offer improved overall service levels and reduce costs.

As part of reviewing and implementing enhancements and making transitional changes to DIT's statewide enterprise environment, additional resources are necessary to perform research and development, testing and implementation tasks. The need for additional resources is expected for a period of time until standard desktop / server management procedures are implemented and infrastructure enhancements and transitional changes are in place and operational. The specific desktop services team identified in this proposal is required because of their knowledge base of the State's current infrastructure, business operations and support tools as well as their in-depth knowledge and participation in developing the standard desktop and server management process currently being implemented by DIT.

The Unisys individuals identified in this proposal ("the Unisys Desktop Services team") have been involved in recent statewide implementation projects for FIA. These FIA projects involved implementing a standard desktop configuration for all FIA employees including PA and FOC employees, standardizing a set of hardware models supporting the FIA software configuration, and establishing standard server and printing services and procedures. Standardizing the business support function on FIA desktops allowed for network and server consolidation to begin, in addition to the consolidation and transition of the CSES technical support into the DIT Desktop Services areas. The proposed desktop services team is also currently contributing to several major activities for DIT Infrastructure Services, which include Help Desk Consolidation and Remedy Action Request software standardization, common Desktop Services development and Model Office practices, coordinating the desktop replacement project for the Friend of the Court offices as well as providing technical support for the FIA CSES Gen 2.4 application implementation.

With the completion of the various infrastructure enhancements and transitional activities. DIT, this same Unisys Desktop Services team is available to provide ongoing technical support, architectural & integration planning, information management and project implementation support to DIT staff on a time and materials basis for State of Michigan's statewide environment. The Unisys Desktop Services team, based on their firsthand knowledge and broad years of experience, can provide extensive support knowledge and work in synergy with DIT and their clients to provide the imperative daily support for maximizing user productivity as well as necessary support for continuous improvement in the DIT enterprise environment.

In addition, the Unisys Desktop Services team will continue to support DIT statewide infrastructure, architecture and application base. This support will be provided on a time and material basis. Unisys is proposing a staffing level of seven individuals, one (1) Senior Architect, one (1) Architect, and the five (5) Senior Analyst.

The seven Unisys staff proposed to fill these positions have significant years of experience working with FIA and other State agencies, and possess a broad proficiency in system integration, application development, software/product support with extensive experience in Microsoft products, as well as expertise in system architectural design and support, and information management. The proposed team has developed a strong working relationship based on providing reliable quality service. The Unisys staff selected to work at DIT have in-depth knowledge of the DIT infrastructure including workstations, servers, printers, LAN/WAN equipment, Windows NT/2000/XP, Novell NetWare.

Under the direction of DIT management, the Unisys primary responsibilities will be as follows:

- i. Perform services to complete tasks/projects assigned by DIT. Prepare the associated documentation as requested by DIT. DIT management will be responsible for task assignments.
- ii. Support DIT in the ongoing operations of its statewide infrastructure. This support may include but is not limited to service requests, trouble tickets, and alarms. The utilization of the workstations, servers and LAN equipment will be monitored using tools supplied by the State to determine potential trouble areas and/or resource issues.

Included below are some of the tasks that may be requested by DIT to be performed by members of the Unisys Desktop Services team under the direction and approval of DIT management:

Desktop Services / Support

- o Standardize and build NT and XP workstation images for all desktop hardware models and laptops
- o Update workstation images with latest upgrades and base line software
- o Design and enhance/maintain the workstation After Build process used to make regional and site specific modifications to workstations after they are built (e.g. Norton Antivirus Parent Server)
- o Design and maintain a process to update Workstation Build functions at local offices
- o Design and implement modifications to installed software packages on workstations remotely
- o Qualify new hardware workstations, laptops, printers, scanners and palm pilots before purchase from vendors
- o Maintain the LMHOSTS file on the Windows 2000 Servers statewide for IP Address resolution by the workstations
- o Design and maintain/enhance the Software Distribution Program (Distributes software packages and updates and performs distribution verification)

- Design and maintain/enhance Install Manager (Automatic software request/authorization/installation control program)
- Develop web-based interface for Install Manager
- Design and create software installation packages to install new business/development software packages through Install Manager (Currently supporting over 400+ packages)
- Provide training and advanced assistance for software package creation
- Design and enhance/maintain Install Keys Program used for Software Authorizations
- Develop and maintain automated workstation inventory process
- Develop and maintain web-based interface to workstation inventory process
- Design and enhance/maintain NTCLIENT (Software update support program used for ASSIST, SWSSFAJ, Case Management Tool and various other business applications)
- Design update packages to implement regularly scheduled software updates for ASSIST, ARSIG and SWSSFAJ, Case Management Tool, On-Line Manuals and other business applications
- Create desktop management process and procedure documentation
- Research and evaluate existing and emerging desktop management tools (LANDesk, PowerQuest, WISE, Ghost)
- Participate in the evaluation of new desktop software (such as anti-virus, print screen utilities, reasonable accommodation requests; Zoom Text, Magic, Dragon Naturally Speaking) analyzing it for its suitability for implementation within the standard desktop environment
- Provide support for special PA/FOC needs such as: adapting packages to different unmanaged desktop environments, creating cloning process for unmanaged desktops (e.g. Oakland, Genesee, Saint Clair), configuring and testing dial-up access, and advanced application troubleshooting (e.g. MICSES slowness at Ingham PA)
- Provide third-level support for desktop issues
- Provide after hours software distribution services (ASSIST, SWSSFAJ, Case Management Tool, Staff Profiles, Online Manuals)
- Assist in defining and implementing print standards
- Provide on-site support to resolve local office desktop issues

Depot Operations

- Develop process and quality procedures for repairing and replacing workstations and printers.
- Provide problem analysis for determining required repair of the workstation and printers.
- Lead role in the restoring images on the workstations that will be deployed to the field
- Conduct problem resolution training for Field Services and Client Service Center staff on the common problems with workstations and printers

Client Service Center Support / Remedy System

- Lead development for Remedy Client Support System
- Develop upgrade process / procedures and implement upgrade to Remedy 5.0 and web based Remedy Mid-Tier
- Assist in the planning and implementation of new Remedy Servers
- Assist in the transition and merger of various agency's Help Desks and Remedy systems to the Client Service Center
- Create Help Desk support tools such as Admin Helper, Custom Build Disk, Diskless Remote Rebuild, and Software Direct which allows Client Service Center staff to perform administrative support tasks remotely on workstations such as: reset passwords, check workstation inventory, authorize software, remotely rebuild workstations and push down software packages

Integration and Implementation Services

- Provide consulting services for problem analysis (MiCSES forms printing, Netware Contextless Login, LOA2 performance) and business process re-engineering (OLM XDB to Oracle migration).
- Provide project planning and implementation management services (FOC workstation replacement project Printer replacement project, Windows 2000 Server Consolidation project)
- Develop security interface for LEIN access from secured workstations

A list of potential projects (but not inclusive of all projects) DIT may request Unisys to provide technical services under the direction of DIT follows:

1. Migrate State Desktops to standard Windows XP desktop

Provide technical support and leadership in converting FIA and other agencies to a standard XP desktop. Activities would include:

- Develop a Windows XP Image that would work on all hardware models of workstations, laptops/docking stations
- Deployment and implementation procedures
- Upgrade support toolset
- Develop process for automatic Flash BIOS update needed when moving to XP
- Update support documentation
- Test and qualify software install packages against Windows XP.
- Develop and implement process to perform automatic workstation XP OS patch/hotfix updates

2. Coordinate and plan migration activities for LGNet implementation
Assist in the project coordination and planning to migrate County connectivity to the State LGNet. Identify desktop migration tasks and develop procedures to support the migration.
3. Support transition activities generated by the formation of DIT
Assist in the evaluation of the various agencies environments and technology needs and help develop integration methods and implementation strategies.
4. Migration Plan of FIA Novell Server functions
Assist in the development of the migration plan to move some desktop support functions (e.g. file and print services) from the Novell servers to the Windows 2000 servers.
5. Support Child Support Enforcement Gen 2.4 Statewide Deployment
Provide support for the desktop environment and special implementation needs for the Gen 2.4 statewide deployment.
6. Third Level Enterprise Support
Continue to provide third-level support for workstations, servers and printers for the State's integrated technical infrastructure.
7. Research and Develop Interfaces
Work with DIT to establish electronic interfaces between system in order to support data access and data exchange.
8. Common Desktop Management Tools
Assist in the evaluation, testing, and enhancement of desktop management tools to standardize the toolset for performing desktop software distribution, desktop remote support, desktop hardware and software inventory.
9. Outlook / Exchange
Create a white paper evaluating the impact of migrating to an Outlook/Exchange Electronic Mail system. The white paper can include the benefits, possible risks, potential expenditures, and implementation strategies. If a decision is made to move forward with migrating to an Outlook / Exchange Electronic Mail System, Unisys, if requested, will work with DIT to implement the accepted solution.
10. Disaster Recovery Plan
Develop and if requested, implement a disaster recovery plan for central and local offices.

Assigned Labor Categories & Personnel Skills

Personnel by Labor Categories

Name	Position	Organization
Alger, Jim	Senior Analyst	DIT Desktop Services
Odett, Judy	Architect	DIT Desktop Services
Branch, Gerry	Senior Architect	DIT Desktop Services
Jennings, Brain	Senior Analyst	DIT Desktop Services
Townsend, Ralph	Senior Analyst	DIT Desktop Services
Panda, Sudip	Senior Analyst	DIT Desktop Services
Rook, Geoffrey	Senior Analyst	DIT Desktop Services

Desktop Services Team Personnel Skills

Mr. Jim Alger is proposed to fill a Senior Analyst position. Jim has over 19 years experience as a computer systems professional with extensive experience in project management, state government consulting, coordinating system design, development, implementation, and support. Jim's application development experience covers a wide range of technologies from large system development to most recently, client server application development. Jim is proficient in tools such as Oracle, SQL, PL/SQL, Visual Basic, and MAPPER. Jim has created, coordinated and managed several project teams for Unisys and the State of Michigan, demonstrating his leadership and team-building abilities. Jim is certified as a Project Management Professional by the Project Management Institute (PMI).

Ms. Judy Odett is proposed to fill an Architect position. Judy's expertise focuses on printers, workstation and server platforms. Judy is currently project coordinator for the DIT workstation replacement project for the Friend of the Court offices. She was responsible for the planning and technical support of FIA's 2001 Printer Replacement project and continues to act in the roll of printer specialist for DIT/FIA. Judy managed the implementation of the statewide rollout of the FIA desktop, server and network equipment, and co-managed the statewide NT Workstation migration project for FIA. Judy has over 19 years experience serving Michigan State government. Over the past seven years, Judy has provided project planning, project implementation and technical support for FIA ITMS. Support tasks include providing third-level Help Desk support, NT Server, NT Workstation and printer support, developing and conducting Help Desk desktop training, and performing software distribution functions for FIA's business applications. Judy has attended multiple Windows NT certified classes, Novell certified classes and UNIX SVR4 classes. Judy has completed the Unisys Project Management certification curriculum, and is currently working towards certification as a project manager by Project Management Institute, and teaches Project Management courses for Unisys.

Desktop Services Team Personnel Skills - continued

Mr. Gerry Branch is proposed to fill a Senior Architect position. Gerry's expertise focuses on enterprise wide workstation and server platform integration and architecture. Gerry has been providing architecture planning and information management support, as well as technical support to the State of Michigan for the past seven years. Gerry also has extensive experience with mainframe environments, specifically in the area of extracting data from "legacy" systems for presentation at the workstation level. Gerry was instrumental in developing the software distribution process and desktop management process currently used by DIT. Gerry has over 30 years of experience in the IT industry and serving Michigan state government. Gerry is a Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Solution Developer (MCSD), Microsoft Certified Visual Basic Programmer, and has attended several certification classes in Microsoft .Net. He has completed many hours of training on Oracle and Web development courses.

Mr. Brian Jennings is proposed to fill a Senior Analyst position. Brian's expertise focuses on Help Desk processes and procedures, and the Help Desk Remedy Action Request Software. Brian was instrumental in helping begin the merger of the State's Help Desk Remedy systems for DIT. He also has conducted classes for the users and managers on the use of the DIT Help Desk Remedy system. Prior to being assigned to work at DIT Brian served as a Help Desk Manager for the CTOS Help Desk for Unisys. Brian has expertise in providing technical support on NT servers and workstations, as well as planning and managing technical implementation projects. Brian was responsible for coordinating a proof-of-concept project for FIA, which tested the feasibility of migrating FIA's SWSS MAPPER applications from UNIX to a Windows 2000 platform, and assisted in the management and planning of a Windows 2000 server consolidation project. Brian also has been performing 3rd level support for FIA over the last five years. Brian has over 19 years of experience in the IT industry, serving Michigan state government for the past 17 years. Brian has attended multiple Windows NT certification classes, and is a certified Project Manager with Unisys and the Project Management Institute and teaches Project Management courses for Unisys.

Mr. Ralph Townsend is proposed to fill a Senior Analyst position. Ralph's expertise focuses on the workstation / server platforms and printer technology. Ralph's has over six years experience working on FIA's local office infrastructure. Ralph has extensive working experience in both setup and administration of various levels of Novell NetWare and Microsoft NT. Ralph currently is assigned to the Desktop Services Depot Operation, and in that capacity evaluates and recommends quality procedures and processes improvements in addition to providing third-level support and problem analysis for printers and workstations. Ralph has completed multiple certified Microsoft NT/2000 and Novell classes. Ralph was project leader for the NT hardware upgrade and performed technical support for the FIA NT migration project. He is currently finalizing his MCSE certification and has over 22 years of experience in the IT industry.

Desktop Services Team Personnel Skills - continued

Mr. Sudip Panda is proposed to fill a Senior Analyst position. Sudip's expertise focuses on the workstation, laptop and server platforms. Sudip is very instrumental in helping advance the standard desktop management process. He has extensive working experience in the administration and configuration of Microsoft Windows NT, and various levels of Novell NetWare and GroupWise. Sudip is currently employed as an NT specialist working for DIT in the Desktop Services Model Office. He has advanced Microsoft NT and Novell NetWare skills and has attended multiple Windows NT certified classes, Novell NetWare certified classes and Cisco certified classes. Sudip holds certifications as a Novell CNE, Microsoft MCSE and Cisco Certified Network Associate (CCNA). Sudip has over 14 years of experience in the IT industry.

Mr. Geoff Rook is proposed to fill a Senior Analyst position. Geoff has over 19 years of experience in the IT industry covering a broad range of responsibilities from software development and network engineering to technical project management.

Geoff currently is assigned to the DIT Model Office and has been instrumental in helping develop the desktop standard for Windows XP. Geoff often is assigned as lead for developing special need solutions and resolving critical problems. Geoff developed software professionally using C, C++ and FORTRAN for 6 years and has had formal Visual Basic training. Geoff has extensive knowledge in autodialer and PBX systems in large call center environments. Geoff also has hands-on experience installing and administering Exchange 5.5, Cisco PIX Firewall, Cisco routers and switches, cabling, and performing network troubleshooting. He has solid experience with OS/2, Windows 95/98, NT 4.0, Windows 2000 and AIX. Geoff is a Microsoft Certified Systems Engineer for NT 4.0, is currently pursuing MCSE certification for Windows XP. Geoff has advanced Novell product knowledge and previously held a Certified Novell Engineer certification. Geoff continues to develop his skill set and is currently taking a curriculum in Microsoft .Net.

IV. Additional terms and Conditions

1. The terms in this section supplement the terms and conditions in contract #071B1001258. Contract #071B1001258 is to be extended for one year (January 1, 2004 through December 31, 2004).
2. The Team will provide support to permanent DIT staff members by assisting in their training and direct on the job training to provide a solid knowledge base transfer.
3. The Team members assigned to the contract by Unisys are employees of Unisys or sub-contractors of Unisys, and as such are independent contractors and are not, under any circumstances or conditions, employees of the State of Michigan. Unisys will be the primary contractor and will be responsible for any of its subcontractors they use.
4. The Contractor is responsible to the extent the negligent acts of its employees and subcontractors result in injury to persons or damage to tangible property during the performance of work under the contract.
5. The staff that is listed in this agreement has been approved by the State. The State of Michigan reserves the right to interview and approve replacements to the Team members. Unisys will provide resumes of all proposed replacement staff for approval prior to them beginning work. The State of Michigan may reject any proposed staff member and request another. The State may cancel the services of an individual by providing Unisys written notice of such cancellation 30 days prior to the effective date of cancellation. The State will pay for services rendered until the effective date of cancellation.
6. Unisys is to provide replacement Team members, when feasible, within 10 business days of a member's cessation to be on the Team.
7. A 40-hour workweek will be standard for each Team member. Any excess hours will be billed at a 5% premium rate. While the majority of the work will be done during normal business hours, 8:00 AM to 5:00 PM. Monday through Friday, excluding State of Michigan holidays, the Team may be expected to work non-standard hours or weekends to meet the needs of the State of Michigan.
8. The Team members may be required to participate in on-call responsibilities (available via beeper or cell phone) and will be compensated based on one hour at the standard rate for every five on-call hours. In addition, if on-site duty is required during this on-call period, the normal hourly rate, or if applicable, the premium rate would apply. The State of Michigan and Unisys Corporation will mutually agree upon the extent of the on-call requirement of Unisys employees or sub-contractors of Unisys.

9. The supplied Team members will operate under the direction of DIT management. All assignments are at the discretion of DIT management.
10. All the work will be performed in a State of Michigan facility unless otherwise agreed by both parties.
11. The Team members will be eligible for reimbursement (State rates) of parking, mileage, hotel, and meal expenses if they are required to travel to a location other than their primary facility.
12. Unisys will submit DIT timesheets for DIT approval by DIT and will submit monthly invoices for payment based upon approved timesheets for this billing period.
13. This is not a fixed-price contract, but a time and materials contract. Invoicing will be monthly, based on the hours worked at the rates described herein.
14. This contract may be cancelled per paragraph I-T.2 of existing contract #071B1001258, without cause with a 30-day notice from the State. Unisys will be paid for all services rendered and expenses incurred until the effective date of cancellation.
15. This contract is extendable at one-year increments at the option of DIT. Unisys will be allowed to apply up to a 7% cap on labor rates for annual increases for Team members on the first day of October, each year of this contract.

Project Responsibilities

State of Michigan Responsibilities

1. Provide appropriate office space within the State of Michigan for Unisys personnel.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from the State of Michigan that are contract related only.
4. Provide duplicating service and facsimile equipment access for contract related work only.

Unisys Responsibilities

1. Provide competent staff to meet contract requirements. DIT management must approve these staff members. Such approval will not be reasonably withheld.
2. Phone calls not related to the contract will be charged to Unisys.
3. Copy machines, fax machines, personal computers and telephones provided by DIT, to Team Members, will be used for DIT contract work only.
4. The time the Team members are attending Unisys training, Unisys corporate meetings, on annual vacation or sick leave is not billed to the State of Michigan.

**State of Michigan
 Department of Information Technology
 Estimated Hours and Costs for Desktop Services
 1/1/2004 through 12/31/2004**

January 1, 2004 - September 30, 2004 (39 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Senior Architect	\$170.00	1350	\$229,500.00	1	\$229,500.00
Architect	\$160.00	1350	\$216,000.00	1	\$216,000.00
Senior Analyst	\$150.00	1380	\$207,000.00	5	\$1,035,000.00
Estimated Travel Expenses					\$12,000.00
Total				7	\$1,492,500.00

October 1, 2004 - December 31, 2004 (13 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Senior Architect	\$170.00	450	\$76,500.00	1	\$76,500.00
Architect	\$160.00	450	\$72,000.00	1	\$72,000.00
Senior Analyst	\$150.00	460	\$69,000.00	5	\$345,000.00
Estimated Travel Expenses					\$4,000.00
Total				7	\$497,500.00

Totals January 1, 2004 - December 31, 2004 (52 Weeks)

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Senior Architect	\$170.00	1800	\$306,000.00	1	\$306,000.00
Architect	\$160.00	1800	\$288,000.00	1	\$288,000.00
Senior Analyst	\$150.00	1840	\$276,000.00	5	\$1,380,000.00
Estimated Travel Expenses					\$16,000.00
Total				7	\$1,990,000.00

**State of Michigan
Department of Information Technology
Family Independence Agency**

Distributed Processing Operations

**Unisys Server Support
Unisys Consulting and Professional Information**

September 16, 2003

Introduction

The State of Michigan Department of Information Technology (DIT) and Family Independence Agency (FIA) currently contracts Unisys information services consultants to provide support for the Department of Information Technology Family Independence Agency's Distributed Processing Operations NT/Window 2000 server infrastructure. The Unisys consultants provide support where specific resources are required but not available within the current organization. These consultants provide DIT/FIA with the unique skills and institutional knowledge required to help support DIT/FIA in providing quality information technology services to its clients.

This proposal is for a one-year contract from January 1, 2004 through December 31, 2004 under the terms and conditions of Agreement #071B1001258 with a one-year extension as needed. The proposed consultancy services are based upon the two (2) Unisys consultants currently providing services under the direction of DIT. Since the two Unisys consultants live in the Lansing area, the only travel being proposed in this contract is travel required from their Lansing state worksites to state offices throughout the State of Michigan. Unisys and the State will mutually agree via a change order to any changes to the travel reimbursement proposed herein. This document includes: statements of work, personnel listings with job classifications, skills descriptions for each consultant, and a pricing model.

This proposal is presented for information purposes only. It is not intended to be a legally binding document. The only legally binding document that shall pertain to the products and services described in this proposal shall be a mutually acceptable contract and unless mutually agreed upon between the parties, no other terms and conditions will apply.

This proposal contains confidential information of the Unisys Corporation ("Unisys"). In consideration of the receipt of this document, the State agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents without the express written permission of Unisys.

This proposal has been prepared in accordance with Unisys' understanding of your requirements based on the information provided by the State. All descriptions, timings, organizations, roles and tasks, and related information contained in the Unisys proposal represent Unisys best estimates based on our understanding of your requirements. However, it is understood that if the Unisys assumptions require change, including those related to our understanding of your requirements, or those related to your service requirements, etc., Unisys reserves the right to modify its proposal accordingly.

All prices and conditions in this proposal are valid for 90 days from the date of proposal submission unless extended in writing.

I. II. Statement of Work for DIT Infrastructure Services

The Department of Information Technology and Family Independence Agency are continuing to enhance and consolidate the State of Michigan's NT/Windows 2000 server infrastructure.

As part of reviewing and implementing DIT/FIA's enhancements and making transitional changes to DIT/FIA's statewide enterprise environment, additional resources are necessary to perform research and development, testing and implementation tasks. The need for additional resources is expected for a period of time until standard server management procedures are implemented and infrastructure enhancements and transitional changes are in place and operational. The specific technical support team identified in this proposal is required because of their knowledge base of both DIT/FIA's current infrastructure, business operations and support tools as well as their in-depth knowledge and participation in developing the standard server management process currently being implemented by DIT/FIA.

The Unisys individuals identified in this proposal ("the Unisys Microsoft/server support team") have been involved in recent statewide implementation projects for FIA. These FIA projects involved implementing a standard desktop configuration for all FIA employees including PA and FOC employees, standardizing a set of hardware models supporting the FIA software configuration, and establishing standard server and printing services and procedures. Standardizing the business support function on FIA desktops allowed for network and server consolidation to begin, in addition to the consolidation and transition of the CSES technical support into the DIT Desktop Services areas. The proposed technical support team is also currently contributing to several major projects.

As part of the NT/W2K Server Support Unit this team assists in the administration of approximately 155 statewide and central office NT/W2K servers. The Server Support team is responsible for the implementation, maintenance, and enhancements of FIA's NT/W2K server operating system and all the OS level support software for various applications on these servers. They provide technical support for NT/W2K servers to resolve complex problems reported by the Help Desk. This team is the primary support for maintaining the anti-virus environment on all W2K servers through a centralized administration console. They are also the primary contact for maintaining the FIA remote offices' backup environment and the administration of the Children Protective Services Mapper database in the distributed environment.

With the completion of the various infrastructure enhancements and transitional activities for FIA and DIT, this same server support team is available to provide ongoing technical support, architectural & integration planning, information management and project implementation support to DIT/FIA staff on a time and materials basis for DIT/FIA statewide environment. The Unisys server support team, based on their firsthand knowledge and broad years of experience, can provide extensive support knowledge and work in synergy with DIT/FIA to provide the imperative daily support for maximizing

user productivity as well as necessary support for continuous improvement in the DIT/FIA enterprise environment.

In addition, the Unisys server support team will continue to support DIT/FIA's statewide infrastructure, architecture and application base. This support will be provided on a time and material basis. Unisys is proposing a staffing level of two individuals, two Technical Support Specialists.

The two Technical Support Specialists proposed to fill these positions have significant years of experience working with FIA and other State agencies, and possess a broad proficiency in system integration, application development, software/product support with extensive experience in Microsoft products, as well as information management. The proposed team has developed a strong working relationship based on providing reliable quality service. The Unisys staff selected to work at DIT/FIA have in-depth knowledge of the DIT/FIA infrastructure including workstations, servers, printers, LAN/WAN equipment, Microsoft tools and software, and Windows NT/2000/XP.

Under the direction of DIT/FIA management, the Unisys primary responsibilities will be as follows:

- i. Perform services to complete tasks/projects assigned by DIT/FIA. Prepare the associated documentation as requested by DIT/FIA. DIT/FIA management will be responsible for task assignments.
- ii. Support DIT/FIA in the ongoing operations of its statewide infrastructure. This support may include but is not limited to service requests, trouble tickets, and alarms. The utilization of the workstations, servers and LAN equipment will be monitored using tools supplied by the State to determine potential trouble areas and/or resource issues.
 - o Included below are some of the tasks that may be requested by DIT/FIA to be performed by members of the Unisys Technical Support team under the direction and approval of DIT/FIA management:

Server Services / Support

- o Design and implement current Active Directory Structure
- o Manage DNS and Active Directory for Windows 2000 servers, performing updates and maintenance as necessary
- o Provide third-level support of Windows NT/Windows 2000 servers and centralized application servers
- o Develop standard Windows NT/Windows 2000 server configuration and build process
- o Assist in the configuration and updates of the server infrastructure
- o Installation, configuration and monitoring of enterprise wide Norton Anti-Virus protection on Windows NT/2000 server platform
- o Perform hardware and software troubleshooting and maintenance

- Resolve accessibility issues at the local office level involving DNS, DHCP, and passwords
- Assist in the development of the migration plan to move some of the Novell server functions to Windows 2000
- Recommend and implement security measures on the Windows 2000 network
- Evaluate and resolve server performance issues
- Develop backup scripts and procedures for Windows 2000 enterprise
- Provide emergency On-site support to the field in the event of a catastrophic server failure

A list of potential projects (but not inclusive of all projects) DIT/FIA may request Unisys to provide technical support under the direction of DIT/FIA follows:

1. Support transition activities generated by the formation of DIT

Assist in the evaluation of the various agencies environments and technology needs and help develop integration methods and implementation strategies.

2. Migration Plan of FIA Novell Server functions

Assist in the development of the migration plan to move some of the Novell server functions to Windows 2000.

3. Third Level Enterprise Support

Continue to provide third-level support for servers and printers for the State's integrated technical infrastructure.

4. Transition FIA Servers to Native Mode

Develop a transition plan and procedures for migrating the FIA servers to native mode. The change to native mode will provide a more flexible environment to support users that access the server environment from multiple offices.

Assigned Labor Categories & Personnel Skills

Personnel by Labor Categories

Name	Position	Organization
Wojan, Greg	Technical Support Specialist	DIT Distributed Processing Operations
Michalik, Roy	Technical Support Specialist	DIT Distributed Processing Operations

Server Support Personnel Skills

Mr. Greg Wojan is proposed to fill a Technical Support Specialist position. Greg has a broad range of experience in the IT industry ranging from software development to network engineering and support. He has extensive experience in the areas of PC and server support and configuration. Greg assisted in the planning, configuration and implementation of the Windows 2000 server consolidation project for FIA. Greg currently is assigned to the DIT/FIA support team responsible for FIA's local office Windows 2000 servers and the centralized application servers. Greg has developed software professionally using Visual Basic, BASIC, C, and C++. He has extensive experience with Windows NT 3.5x, 4.0 and Windows 2000 and advanced knowledge in Windows XP. Greg has extensive experience installing network structured cabling solutions, basic premise wiring, and administration of IP networks. He is a Microsoft Certified Systems Engineer (MCSE) and is currently pursuing MCSE certification for Windows XP. Greg has over 19 years of experience in the IT industry.

Server Support Personnel Skills - continued

Mr. Roy Michalik is proposed to fill a Technical Support Specialist position. Roy specializes in supporting Windows NT 4.0 / Windows 2000 Server and Workstation Operating Systems, and is currently assigned to the DIT/FIA support team responsible for FIA's local office Windows 2000 servers and centralized application servers. Roy's has demonstrated outstanding capabilities for trouble shooting a wide range of technical problems both at the server and desktop level. Roy has extensive experience in FIA's enterprise environment and has been a Team Lead and Support Lead on several major

FIA technology upgrades in the past four years. Roy played a key role in FIA's Windows 2000 server consolidation project. Roy has over seven years experience in the IT industry and is a Microsoft Certified Systems Engineer (MCSE) in both Windows NT 4.0, and Windows 2000 and is beginning his Windows XP certification. Roy continues to broaden his range of experience and is in the process of taking a Visual Basic application development class.

IV. Additional terms and Conditions

1. The terms in this section supplement the terms and conditions in contract #071B1001258. Contract #071B1001258 is to be extended for one year (January 1, 2004 through December 31, 2004).
2. The Team will provide support to permanent DIT/FIA staff members by assisting in their training and direct on the job training to provide a solid knowledge base transfer.
3. The Team assigned to the contract by Unisys are employees of Unisys or sub-contractors of Unisys, and as such are independent contractors and are not, under any circumstances or conditions, employees of the State of Michigan. Unisys will be the primary contractor and will be responsible for any of its subcontractors they use.
4. The Contractor is responsible to the extent the negligent acts of its employees and subcontractors result in injury to persons or damage to tangible property during the performance of work under the contract.
5. The staff that is listed in this agreement has been approved by the State. The State of Michigan reserves the right to interview and approve replacements to the Team members. Unisys will provide resumes of all proposed replacement staff for approval prior to them beginning work. The State of Michigan may reject any proposed staff member and request another. The State may cancel the services of an individual by providing Unisys written notice of such cancellation 30 days prior to the effective date of cancellation. The State will pay for services rendered until the effective date of cancellation.
6. Unisys is to provide replacement Team members, when feasible, within 10 business days of a member's cessation to be on the Team.
7. A 40-hour workweek will be standard for each Team member. Any excess hours will be billed at a 5% premium rate. While the majority of the work will be done during normal business hours, 8:00 AM to 5:00 PM. Monday through Friday, excluding State of Michigan holidays, the Team may be expected to work non-standard hours or weekends to meet the needs of the State of Michigan.
8. The Team members may be required to participate in on-call responsibilities (available via beeper or cell phone) and will be compensated based on one hour at the standard rate for every five on-call hours. In addition, if on-site duty is required during this on-call period, the normal hourly rate, or if applicable, the premium rate would apply. The State of Michigan and Unisys Corporation will mutually agree upon the extent of the on-call requirement of Unisys employees or sub-contractors of Unisys.

9. The supplied Team members will operate under the direction of DIT/FIA management. All assignments are at the discretion of DIT management.
10. All the work will be performed in a State of Michigan facility unless otherwise agreed by both parties.
11. The Team members will be eligible for reimbursement (State rates) of parking, mileage, hotel, and meal expenses if they are required to travel to a location other than their primary work facility .
12. Unisys will submit DIT/FIA timesheets for DIT/FIA approval by DIT/FIA and will submit monthly invoices for payment based upon approved timesheets for this billing period.
13. This is not a fixed-price contract, but a time and materials contract. Invoicing will be monthly, based on the hours worked at the rates described herein.
14. This contract may be cancelled per paragraph I-T.2 of existing contract #071B1001258, without cause with a 30-day notice from the State. Unisys will be paid for all services rendered and expenses incurred until the effective date of cancellation.
15. This contract is extendable at one-year increments at the option of DIT. Unisys will be allowed to apply up to a 7% cap on labor rates for annual increases for Team members on the first day of January, each year of this contract.

Project Responsibilities

State of Michigan Responsibilities

1. Provide appropriate office space within the State of Michigan for Unisys personnel.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from the State of Michigan that are contract related only.
4. Provide duplicating service and facsimile equipment access for contract related work only.

Unisys Responsibilities

1. Provide competent staff to meet contract requirements. DIT management must approve these staff members. Such approval will not be reasonably withheld.
2. Phone calls not related to the contract will be charged to Unisys.
3. Copy machines, fax machines, personal computers and telephones provided by DIT, to Team Members, will be used for DIT contract work only.
4. The time the Team members are attending Unisys training, Unisys corporate meetings, on annual vacation or sick leave is not billed to the State of Michigan.

State of Michigan
Department of Information Technology
Estimated Hours and Costs for DPO Server Support Services
1/1/2004 through 12/31/2004

January 1, 2004-September 30, 2004 39 Weeks

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Technical Support Specialist	\$143.00	1404	\$200,772.00	2	\$401,544.00
Installation Specialist	\$75.00	0		0	
Estimated Travel Expenses					\$5,000.00
Total				2	\$406,544.00

October 1, 2004-December 31, 2004 13 Weeks

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Technical Support Specialist	\$143.00	468	\$66,924.00	2	\$133,848.00
Installation Specialist	\$75.00	0		0	
Estimated Travel Expenses					\$1,500.00
Total				2	\$135,348.00

Totals

January 1, 2004 -December 31, 2004 52 Weeks

Labor Category	Rate Per Hour	Hours Per Person	Cost Per Person	Number of Staff	Estimated Cost
Technical Support Specialist	\$143.00	1872	\$267,696.00	2	\$533,520.00
Installation Specialist	\$75.00	0		0	
Estimated Travel Expenses					\$6,500.00
Total				2	\$540,020.00