

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

March 24, 1998

CHANGE NOTICE NO. 45
 TO
 CONTRACT NO. 071B4000144
 between Supersedes 0144
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR IBM Global Services One Michigan Avenue Lansing, MI 48933	TELEPHONE Bill Ruddock (517) 373-0233
	VENDOR NUMBER (2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, Change Authorization #118 is approved to assist with the development of a management plan for the implementation of Business Recovery Plan for Knapps Office Centre and to assist in the development of a Business Recovery Plan as outlined in Attachment 1 and 2.

AUTHORITY/REASON:

Request and proposals agreed to by State and Contractor.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B4000144 (0144)
Change Authorization Order Number 118

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and International Business Machines Corporation ("IBM") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Description of Change

The purpose of this change order is twofold:

1. To provide assistance with the development of a management plan for the implementation of business recovery for the Knapps Office Centre as outlined in the statement of work in Attachment 1.
2. To assist in the development of a Business Recovery Plan for the Knapps Office Centre per objectives outlined in Attachment 2

B. Deliverables

See Attachments 1 and 2 for listings.

C. Costs

<u>Phase</u>	<u>Cost</u>
Provide assistance with development of a management plan for business recovery of the Knapps Office Centre per Attachment 1	\$8,000
Develop a business recovery plan for the Knapps Office Centre per attachment 2 (estimated 183 hours)	\$34,000
Travel Expenses (see pg 14) not to exceed 15% of contract and to be billed in accordance with then current state rates. SW 3/24/98	

D. Schedule

As outlined respectively in Attachments 1 and 2. Work will be scheduled upon acceptance by the State.

E. Assumptions

See Attachments 1 and 2 for details.

III. State Authorization

Check One:

- This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to IBM pursuant to this order shall be paid solely from funds available to the Authorizing Agency. IBM hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against IBM. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.
- This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

Attachment 1 -- Provide Assistance with the Development of a Management Plan for Business Recovery of the Knapps Office Centre.

Attachment 2 -- Assist in the Development of a Business Recovery Plan for the Knapps Office Centre.

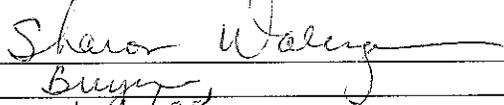
International Business Machines Corporation
IBM Global Services

By: 
Title: William T. Ruddock, Project Executive
Date: 1/27/98

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Buyer
Date: 3/24/98

Statement Of Work

IBM Activities:

- Provide five (5) days of on-site consulting assistance toward the development of a management plan for the implementation of Business Recovery at the Michigan Administrative Information Network project
- assist with project objective definition
- assist with project scope definition
- assist with project phase, activity, and task identification
- assist with project critical path and decision point identification

State of Michigan Activities:

- Identify and review project objectives with IBM consultant
- Identify and review project scope with IBM consultant
- Provide requested information

Deliverables

- Best effort toward the development of a Management Plan for the Implementation of Business Recovery at the MAIN project
 - Phases, Activities, Tasks, Milestones
 - Critical Path, Decision Points

Completion Criteria

- The engagement will be considered complete when the IBM consultant has provided five (5) days of consulting assistance.

Agreed to for the State of Michigan:

By: Sharon U. Valley
(Authorized Signature)

Title: Buyer

Date: 3/24/98

Contract No. 071B4000144

Agreed to for IBM Business Recovery:

By: _____
(Authorized Signature)

Title: _____

Date: _____

Contract Amount: \$8,000



Business Recovery
Consulting

proposal for

State of Michigan

December 1997

IBM is pleased to present this proposal for Business Recovery Consulting Services (BRCS).

December 1997

International Business Machines Corporation
18000 West Nine Mile
Southfield, Michigan 48086

The information in this proposal shall not be disclosed outside the *State of Michigan* organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, *State of Michigan* shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of *State of Michigan* to use information contained in the proposal if it is obtained from another source without restriction.

The enclosed Statement of Work is governed by the terms and Conditions of the IBM-Customer Agreement. Both the IBM Customer Agreement and the enclosed Statement of Work must be signed to initiate this project.

SIN
IBM
2/20/98

Contract No. 07154000/44



Business Recovery
Consulting

State of Michigan

Table of Contents

1. Project Objectives
2. Project Scope
3. BRCS Approach
4. Statement of Work
 - Project Planning
 - Plan Development
5. IBM and State of Michigan responsibilities
6. Assumptions
7. Project Timeline
8. Completion Criteria
9. Charges
10. Appendices



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The engagement has specific objectives

Objectives

- Develop the Information Technology Business Recovery Plan for the State of Michigan Knapps Centre.



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State of Michigan

.....And a well defined scope

- Project Planning Session
 - Develop project plan
 - Establish deliverable content
 - Review responsibilities
- Create the Information Technology Business Recovery Plan for the following platforms:
 - Hewlett-Packard
 - RS/6000
 - LAN Servers
 - Communication connection to Boulder



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Statement of Work

This section defines the scope of work to be accomplished by IBM under the terms and conditions of the *IBM Customer Agreement*, hereafter referred to as the *Agreement*. The tasks to be performed by IBM are defined and estimated start- and completion dates are provided. In addition, the responsibilities of *State of Michigan* are listed. Additional details of the Statement of Work can be found in the Appendix.



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Statement of Work - Project Planning

IBM Activities:

- Set project objectives
 - Orientation to IBM Methodology
 - Customize data collection process
- Develop Project Control Plan
 - Identify schedules and tasks
 - Define responsibilities
 - Develop milestones
- Define status reporting process
- Establish Information Technology Liaisons

State of Michigan Activities:

- Review project objectives
- Assign resources
- Concur with Project Control Plan
- Provide requested information

Deliverables

- Project plan
 - Schedule
 - Milestones
 - Tasks
 - Responsibilities



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Statement of Work - Information Technology Business Recovery Plan Development

IBM Tasks

- Conduct planning meetings
- Finalize Recovery Plan Tools
- Recovery Plan
 - Interview Functional Areas
 - Identify Teams and Responsibilities
 - Identify Backup Process
 - Identify Recovery Process
 - Develop Implementation Plan
 - Develop Test Plan
 - Develop Plan Maintenance
 - Develop Return to Normal Operations
- Provide draft document for single edit
- Document final recovery plan

State of Michigan Tasks

- Provide back-up and recovery procedures
- Provide required documentation
- Conduct data gathering effort
- Schedule and participate in interviews
- Review and edit draft plan

Deliverables

Information Technology Business Recovery Plan

- Company Information
 - Vital Business Processes & Critical Applications
- Escalation Procedures
- Disaster Declaration Procedures
- Recovery Teams and Responsibilities
- Backup Procedures
- Recovery Procedures
- Implementation Plan
- Test Plan
- Maintenance Plan
- Relocation Plan
- Appendix Items



Statement of Work - IBM Project Management Responsibilities

- Maintain project communications
- Deliver project status reports on mutually agreed to schedule
- Prepare a project plan
- Establish documentation and procedural standards for the development of the project
- Conduct regularly scheduled project review sessions
- Review and administer the Project Change Control Procedure with your project liaison
- Ensure that an effective skills transfer to State of Michigan personnel occurs
- Coordinate and manage the technical activities of IBM project personnel



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Statement of Work - State of Michigan Responsibilities

- Ensure the sponsoring executive is available during the orientation and review sessions.
- Provide requested documentation prior to the start of the engagement. This information should be in softcopy or written format.
- Schedule facilities and personnel for IBM facilitated sessions as required.
- Attend all relevant project status sessions
- Serve as the primary interface between the IBM project team and all of your departments and individuals participating in this engagement.
- Resolve and/or escalate issues within your corporation as they arise.
- Write and document all technical procedures required by the recovery plan.
- Coordinate with IBM any changes to this contract.
- Report status to the sponsoring executive within your organization
- Implement IBM recommendations that have been approved by your company management.
- Federal, State and Local laws
 - State of Michigan will identify and make the correct interpretation of any applicable federal, state and local laws, regulations and statutes and insure that products of this consulting engagement meet those requirements.
- Security
 - State of Michigan is responsible for the actual content of any data, selection and implementation of controls on its access and use, and security of the stored data.



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Statement of Work - General Assumptions

All requested information will be provided to IBM within three (3) working days from the requested date or as otherwise defined in the project control plan developed in the Project Planning Session. Delays in providing this information may impact the final completion date and will be addressed in accordance with the Project Change Control Procedure.

Required senior management and technical personnel will be identified and made available for critical interviews and participation in the data collection and review sessions.

Work will be performed at the client site in Lansing, Michigan; and at IBM facilities.

There will be up to ten (10) recovery plan development sessions at State of Michigan in Lansing, Michigan; lasting up to two hour each.

Follow-up meetings will be performed in accordance with project change control.

The State of Michigan Project Manager will be available for approximately 10 hours per hours week, or on an as needed basis.

There will be two (2) Management Review Sessions. These review sessions will be held at the State of Michigan location in Lansing, Michigan. The first will be held at the beginning of the recovery plan development project, the second will be held at the completion of this project.

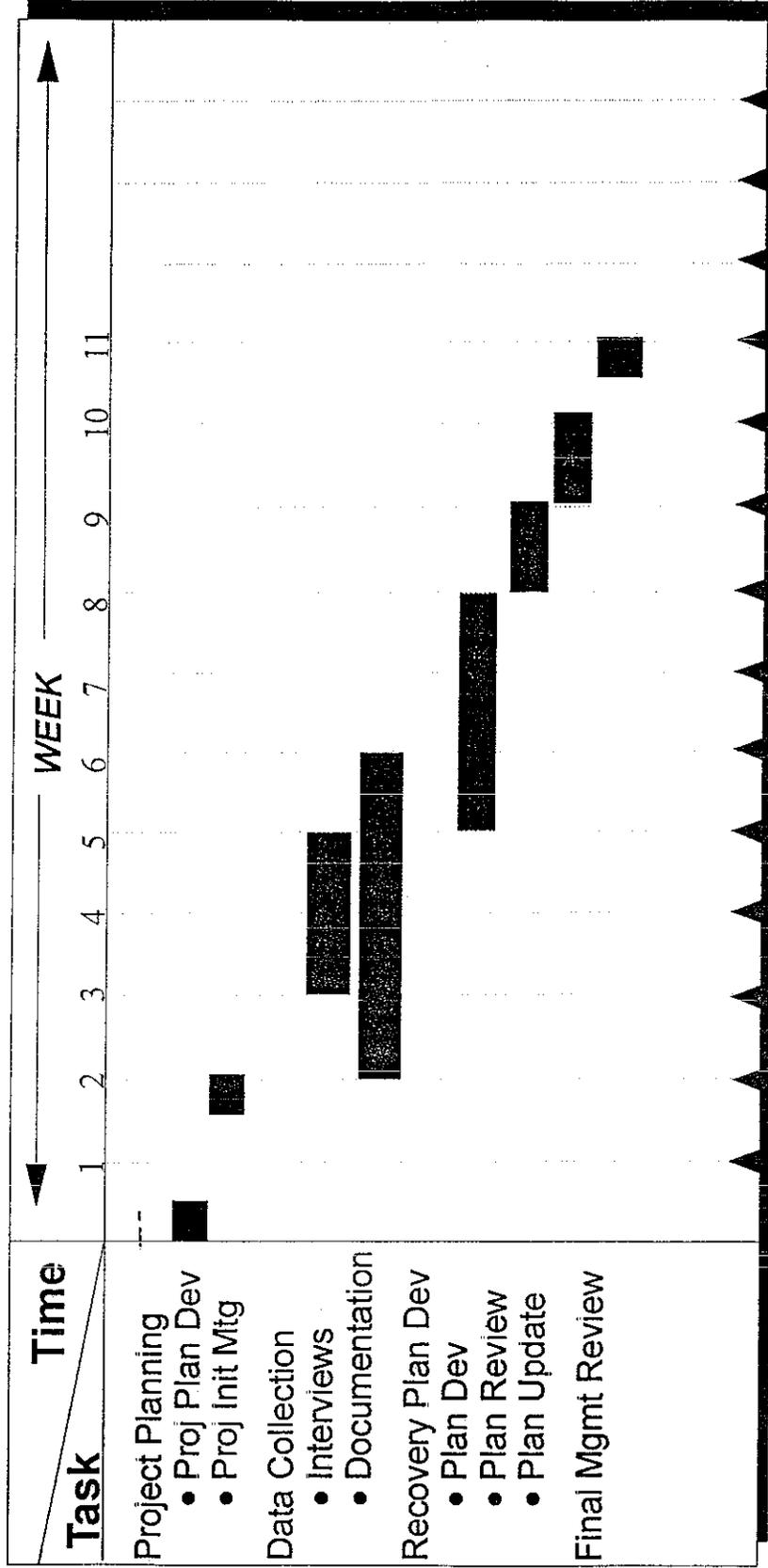
Cancellation of meetings and interviews within ten (10) business days of the scheduled appointment will be handled in accordance with Project Change Control.



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Statement of Work - Estimated Project Timeline



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Statement of Work - Completion Criteria

Completion Criteria

- The engagement will be considered complete when the IBM tasks and deliverable materials described in the Statement of Work have been fulfilled.

IBM will devote its best efforts to the work performed on this engagement. Our findings and recommendations and any written material which we provide will represent our best professional judgment based on the information provided to IBM by State of Michigan during the course of the engagement.

The successful execution of the recovery plan will be based upon implementation of final recommendations. The testing, updating and maintenance of the plan will be the responsibility of State of Michigan.



Statement of Work - Charges

The total fixed price for performing the IBM tasks that are defined in this **Statement of Work** will be \$ 34,000.

State of Michigan will be invoiced in equal monthly payments across the estimated schedule of the engagement. State of Michigan will also be billed monthly for all travel and living expenses which is estimated at 15% of the contract fee.



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Appendices

- A. Deliverable Guidelines
- B. Requested Company Information
- C. Project Plan
- D. Status Report
- E. Project Change Request
- F. IBM Business Recovery Consulting Background And Coverage
- G. Signature Document



**Business Recovery
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State of Michigan

Appendix A - Deliverable Guidelines ...

Business Recovery Plan Development

- Company Information
- Recovery Teams and Responsibilities
- Backup Procedures
- Recovery Procedures
- Implementation Plan
- Plan Testing
- Plan Maintenance
- Relocation Plan
- Appendix Items



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Appendix B - Requested State of Michigan Information

- Current organization charts
 - Corporate / Business Function
 - MIS/Information Technology
- Service Level Performance
 - Total system
 - Response time requirements
 - Up-time objectives
 - Hours of availability
- Copy of Current Procedures
 - Backup and recovery
 - Off-Site storage
 - Operations
 - Center security / emergency
 - Building / Office emergency
- Configuration Documentation
 - Network / Data Communication
 - Network diagram
 - System
- Software Identification and Version
 - System software
 - Network software
 - Application software
 - Critical
 - Administrative
 - Support
 - Security software
- Inventory Lists
 - Hardware
 - Software
 - Off-Site inventory
 - Special / critical forms
- Business processes dependent on the System's
 - Manual procedures
 - Vendor agreements
 - Hardware and software vendor contacts
 - Report distribution listing
 - Problem/Change Management



Appendix C - Project Plan

Purpose: IBM will provide a Project Plan developed during the first phase of the project to measure and evaluate progress of the engagement.

Content: The Project Plan will contain the following, as appropriate:

- Task list and estimates
- Estimated Schedule
 - Start dates
 - Completion dates
- Actual Schedule
 - Start dates
 - Completion dates
- Task Assignments
 - State of Michigan
 - IBM



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Appendix D - Status Report

Purpose: IBM will provide monthly Status Reports, advising the State of Michigan Project Manager of the progress and status of the IBM activities. The reports will outline the IBM activities and describe the status of tasks worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Issues / Concerns
- Other items of importance



**Business Recovery
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State of Michigan

Appendix E - Project Change Control

The following provides a detailed process to follow if a change to this Statement of Work is required.

- A Project Change Request will be the vehicle for communicating change. The Change Request must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the Change Request will have on the price, schedule, and other terms and conditions of the Agreement.
- A written Change Authorization must be signed by both parties to authorize implementation of the investigated changes.



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Appendix G - Signature Page

The State of Michigan's signature on the contract document on the following page indicates your authorization for the **Statement of Work** proposed. Execution of this document, along with the *IBM Customer Agreement* will enable us to commence this engagement.



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State of Michigan

By signing below, the State of Michigan and IBM agree that the complete agreement between us regarding this proposal will consist of:

1. This proposal dated December 1997.

2. The IBM Customer Agreement (or any equivalent agreement signed by both parties) *JW 3/24/98*

Agreed to for State of Michigan:

By: *Sharon Walcott*
(Authorized Signature)

Title: *Buyer*

Date: *3/24/98*

Contract No. *07184000144*

Agreed to for IBM Business Recovery:

By: _____
(Authorized Signature)

Title: _____

Date: _____

Contract Amount: \$34,000

*(Approx. 183 hours)
SW 3/24/98*



Business Recovery
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State of Michigan

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

February 13, 1998

CHANGE NOTICE NO. 44
 TO
 CONTRACT NO. 071B4000144
 between
 THE STATE OF MICHIGAN
 and
 Supersedes 0144

NAME & ADDRESS OF VENDOR IBM Global Services One Michigan Avenue Lansing, MI 48933	TELEPHONE Bill Ruddock (517) 373-0233
	VENDOR NUMBER (2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, the contract administrator for the State is:

**Douglas M. Johnson, Director
 Michigan Administrative Information Network
 Department of Management and Budget
 P. O. Box 30026
 Lansing, MI 48909
 (517) 373-1840**

AUTHORITY/REASON: Agency request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

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

February 6, 1998

CHANGE NOTICE NO. 43
 TO
 CONTRACT NO. 071B4000144
 between Supersedes 0144
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR IBM Global Services One Michigan Avenue Lansing, MI 48933	TELEPHONE Bill Ruddock (517) 373-0233
	VENDOR NUMBER (2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Change Notice to increase labor rates as identified per attached.

AUTHORITY/REASON:

Rate changes in accordance with the 1997 Consumer Price Index.

Request per IBM Global Services and agreed to per the State.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

**IBM Global Services
Labor Rates to Contract for Technology Services
for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK**

Dated December 1, 1993
between
The State of Michigan
Department of Management and Budget
and
IBM Global Services

Reference to Paragraph IV of the Amended and Restated Schedule C to this Contract, the following labor rates are effective **February 1, 1998**.

I. Internetwork Services

<u>Individual and/or Position</u>	<u>Contract Hourly Rate</u>
Consultant (Network)	\$254
Manager	162
Network Analyst	123
Programmer	106
Network Operations Specialist	92
Network Installation Specialist	87 50
Network Technician	64.50
Administrative Assistant	37.50

II. MIDB Services and all other Services

Consultant	\$254
Project Manager	162
Analyst	103 50
Database Analyst/	92
Programmer	81
Junior Programmer	64.50
Administrative Assistant	37 50

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

January 13, 1998

CHANGE NOTICE NO. 42
TO
CONTRACT NO. _____ 071B4000144
between **Supersedes 0144**
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR IBM Global Services One Michigan Avenue Lansing, MI 48933	TELEPHONE Bill Ruddock (517) 373-0233
	VENDOR NUMBER (2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, Change Authorization Orders #127 (revised) and #128 to install and test Compuware software products and for the ordering and installation of CPU upgrades for the HP 9000 Model T520 DCDS Server, respectively, are incorporated into this contract (see attached).

AUTHORITY/REASON:

Request per IBM Global Services, 12/9/97, and agreed to per the State.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 071B4000144 (0144)

Change Authorization Order Number 127 revised

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and International Business Machines Corporation ("IBM") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Description of Change

The purpose of this change order is to authorize IBM Global Services to order and install Compuware software products for the State at the Boulder Facility.

B. Deliverables

IBM Global Services shall order and install the following Compuware products for use by the State of Michigan MAIN:

Software

Abend-AID/XLS with primary language

Abend-AID/DB2

CICS Abend-AID/FX

CICS Abend-AID/FX for DB2

C. Costs

Software	Compuware Price	Price to State	Current Processor
Abend-AID/XLS with primary language	181,500		9021-962
Abend-AID/DB2	51,750		9021-962
CICS Abend-AID/FX	137,750		9021-962
CICS Abend-AID/FX for DB2	51,750		9021-962
Allowance (includes an approximate 37.5% small shop discount)	(158,531)		
Cost To Install	10,000	-0-	
IBM Administrative Fee (7%)		18,495	
TOTAL		\$282,714	

D. Schedule

IBM Global Services shall order and install these Compuware products on the Development System within one month of acceptance of this change order. The State shall be responsible for modifying their application to take advantage of Abend-AID.

E. Assumptions

- a. IBM Global Services shall be the licensee.
- b. Compuware grants to licensee a license for software listed on this Product Schedule for limited use under the following terms and conditions: (1) The software is licensed for up to ten (10) concurrent users of the State's programmers (or consultants and agents acting on behalf of the State who are under non-disclosure obligations to the State) only ("licensed programmers"). (2) In the event the actual number of programmers exceeds the number of licensed programmers, licensee shall immediately notify Compuware in writing and during the first year after execution of this schedule shall pay Compuware \$158,531. Thereafter, the cost shall escalate 10% per year. (3) Licensee shall receive (12) months of maintenance service from the date of execution of this Product Schedule at no additional charge. Thereafter annual maintenance will be computed on the then current list price less 37.5%. Maintenance in future years will be provided under separate change orders from IBM. (4) Further, at Compuware's request, licensee shall promptly furnish Compuware with written certification verifying that the software is being used in accordance with the terms of the Agreement and this Product Schedule, including the number of actual programmers using the software.

The software is licensed to IBM Global Services for the sole purpose of allowing use of the software by the State of Michigan - MAIN Project (or consultants and agents acting on behalf of the State who are under non-disclosure obligations to licensee) during the period of time that IBM Global Services provides data processing hardware and services to the State of Michigan - MAIN Project. The software shall not be used by IBM Global Services for its own internal business

purposes or to support any other third party. Thereafter, the license to use the software on this Schedule is terminated. At termination, the software may not be used by, or for the benefit of IBM Global Services or any other third party, or transferred to IBM Global Services or any other third party. Simultaneously with the execution of this Schedule, licensee and State of Michigan shall govern themselves in accordance with the Non-Disclosure Agreement dated April 5, 1996.

III. State Authorization

Check One:

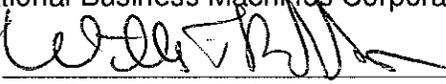
This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to IBM pursuant to this order shall be paid solely from funds available to the Authorizing Agency. IBM hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against IBM. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

Non-disclosure Agreement dated April 5, 1996.

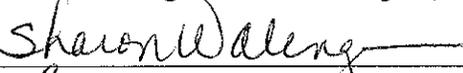
International Business Machines Corporation

By: 
Title: Project Executive
Date: 1/6/98

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Buyer
Date: 1-15-98

NON-DISCLOSURE AGREEMENT BETWEEN

STATE OF MICHIGAN, MICHIGAN EMPLOYMENT SECURITY COMMISSION, COMPUWARE CORPORATION,
AND INTEGRATED SYSTEMS SOLUTIONS CORPORATION

This Non-Disclosure Agreement (the "Non-Disclosure Agreement") dated as of APR 05 1996, is by and between STATE OF MICHIGAN, MICHIGAN EMPLOYMENT SECURITY COMMISSION, ("MESC"), COMPUWARE CORPORATION, ("Compuware") and INTEGRATED SYSTEMS SOLUTIONS CORPORATION ("ISSC").

ISSC and Compuware have entered into a Permanent License Agreement #87443 dated November 22, 1991, the ("Agreement") and now desire to amend the Agreement in certain respects.

MESC and ISSC have entered into a data processing agreement pursuant to which ISSC will provide certain data processing services to MESC at ISSC's location, 5600 North 63rd Street, Building #24, Boulder CO 80314, beginning April 1, 1996

Compuware will permit ISSC access to the Software upon execution by MESC, Compuware and ISSC of this Non-Disclosure Agreement to protect the confidentiality of, and Compuware's proprietary rights to, the Software.

The parties agree as follows:

1. MESC and ISSC acknowledge that the Software and all documentation, modifications, supplements, or alterations thereto are owned or marketed by Compuware, that neither legal or equitable title to the Software passes to MESC or ISSC under the terms of the Agreement or this Non-Disclosure Agreement and that Compuware believes the Software constitutes a valuable asset and contains trade secrets of Compuware, and thus, MESC and ISSC shall protect the Software as they protect their own trade secrets which they do not want disclosed to third parties. The Software is not licensed for use by any third party except by ISSC agreed hereto or contractors employed by ISSC or MESC that agree to the terms and conditions of this Non-Disclosure Agreement. Such use is limited to the licensed locations, on the licensed computers and only for the exclusive use of MESC and any information with respect thereto is confidential. Accordingly, MESC and ISSC agrees as follows:
 - a. MESC and ISSC shall not permit the use, duplication, reproduction, or copying of the Software, or any information related thereto or otherwise make available for any purpose, whether gratuitously or for consideration, the Software, or any part thereof or any information pertaining thereto, to any person or entity whatsoever, except MESC's and ISSC's employees or contractors employed by ISSC and MESC that agree to the terms and conditions of this Non-Disclosure Agreement for the sole purpose of providing data processing services to MESC.
 - b. MESC and ISSC shall use and treat Compuware's trade secrets with the same degree of care that MESC and ISSC provide for their own similar information which they do not wish to be disclosed to third parties. This provision shall not apply to trade secrets thereof, which are (i) publicly known or becomes publicly known through no unauthorized act of MESC or ISSC, (ii) rightfully received from a third party without any obligation of confidentiality, (iii) independently developed by MESC or ISSC (iv) already known by MESC or ISSC without an obligation of confidentiality, (v) disclosed by Compuware without similar restrictions to a third party, (vi) approved by Compuware for disclosure, or (vii) required to be disclosed pursuant to a requirement of an order or of a governmental agency or court of law.
 - c. No obligation of confidentiality also applies to any ideas, concepts, know how or techniques contained in the trade secrets that are related to the businesses of MESC and/or ISSC. However, this does not give ISSC the right to disclose any information except as set forth in this Agreement.

2. MESC and ISSC agree that, upon the occurrence of any actual or threatened breach of the restrictions upon the use, sale, transfer, or disclosure of the Software contained herein, monetary damages alone may not be a sufficient remedy or protection and Compuware shall be entitled to apply for such injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction. The construction, interpretation and enforcement of this Non-Disclosure Agreement shall be governed by the laws of the State of Michigan.
3. The parties agree that the prevailing party in any action seeking to enforce any of its rights or remedies under either the Agreement, with respect to ISSC, or this Non-Disclosure Agreement, with respect to MESC and ISSC, shall have the right to collect from the other party all costs and expenses incurred in connection with such enforcement, including but not limited to reasonable attorney's fees incurred in connection therewith.
4. Compuware and ISSC agree and affirm that the terms of the Agreement shall be and remain in full force and effect, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement.

Notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict between the terms of the Agreement and the terms of this Non-Disclosure Agreement, this Non-Disclosure Agreement shall control.

Except as amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

MESC, Compuware and ISSC have caused this Non-Disclosure Agreement to be signed and delivered by their duly authorized representatives as of the dates indicated.

Accepted by:

STATE OF MICHIGAN,
MICHIGAN EMPLOYMENT SECURITY COMMISSION

Daniel J. Kubicz
Authorized Signature
DANIEL J. KUBICZ
Name (type or print)
CONTACT ADMINISTRATOR
Title
APRIL 24, 1996
Date

ISSC
COMPUWARE CORPORATION

E. L. Johnson
Authorized Signature
EDWARD L JOHNSON
Name (type or print)
PROJECT MANAGER
Title
4/30/96
Date

Compuware
INTEGRATED SYSTEMS SOLUTIONS CORPORATION

Gary Latulip
Authorized Signature
GARY LATULIP
Name (type or print)
REGIONAL MANAGER
Title
MAR 31 1996
Date

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B4000144 (0144)
Change Authorization Order Number 128

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and International Business Machines Corporation ("IBM") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Scope

IBM will order, receive, install and configure the CPU upgrades for the HP 9000 Model T520 DCDS server.

B. Deliverables

Deliverables will be:

- 3 CPU upgrades for the HP 9000 Model T520 to be as follows:
 - Upgrade from 3 CPU to 4 CPU T520 system
 - Upgrade from 4 CPU to 5 CPU T520 system
 - Upgrade from 5 CPU to 6 CPU T520 system
- First Year System Support

C. Costs

Configuration and services for the 3 CPU upgrades to the DCDS HP server:

<u>Item Description</u>	<u>List Price</u>	<u>Price to State</u>
1 HP 9000 T520 Add'l CPU 4 includes installation and one year support	22,600	19,031.58
1 HP 9000 T520 Add'l CPU 5 includes installation and one year support	22,600	19,031.58
1 HP 9000 T520 Add'l CPU 6 includes installation and one year support	22,600	19,031.58
TOTAL	67,800	<u>\$57,094.74</u>

D. Schedule

The HP equipment will be ordered, received, installed and configured upon agreement to do so.

E. Assumptions

All people resource requirements needed to integrate this equipment into practical use in the DCDS hardware will be accomplished via the State DCDS team.

III. State Authorization

Check One:

- This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to IBM pursuant to this order shall be paid solely from funds available to the Authorizing Agency. IBM hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against IBM. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.
- This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

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

December 16, 1997

CHANGE NOTICE NO. 41
 TO
 CONTRACT NO. 071B4000144
 between Supersedes 0144
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR IBM Global Services One Michigan Avenue Lansing, MI 48933	TELEPHONE Bill Ruddock (517) 373-0233
	VENDOR NUMBER (2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, Change Authorization Order No. 119 for vendor maintenance and support for the MIDB Workstation Software Products is incorporated into this contract (see attached).

AUTHORITY/REASON:

Request per IBM Global Services and agreed to per the State.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B4000144 (0144)
Change Authorization Order Number 119

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and International Business Machines Corporation ("IBM") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Description of Change

IBM Global Services will provide vendor maintenance and support for the MIDB Workstation Software Products.

The quantities of software were mutually agreed to between the State and IBM.

B. Deliverable

Vendor product maintenance and support for the periods detailed for the listed products.

C. Costs

MIDB Workstation Maintenance from 12/01/97 through 11/30/98.

Product	Qty	Mths	Price/Mth	Ext Price
ON-NET	3026	12	1.16	42,121.92
FTP - OS2	1	12	89	10.68
CORE - CTC Bridge	1085	12	1.78	23,175.60
CORE - CTC Bridge	10	3.9	1.78	69.42
Total				\$65,377.62

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

November 21, 1997

CHANGE NOTICE NO. 40
 TO
 CONTRACT NO. 071B4000144
 between
 THE STATE OF MICHIGAN
 and
 Supersedes 0144

NAME & ADDRESS OF VENDOR		TELEPHONE Bill Ruddock (517) 373-0233
IBM Global Services One Michigan Avenue Lansing, MI 48933		VENDOR NUMBER (2) 13-0871985
		BUYER ^{(517) 373-8629} <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB		
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003		
TERMS Net 30 Days	SHIPMENT As Required	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE(S):

Effective immediately, the following Change Authorization Orders are incorporated into this contract: 115 revised, 116, 120, 121 revised, 123, 124 and 125. Detailed descriptions are attached.

In addition, the following products have been added to the contract:

<u>Product</u>	<u>Price</u>	<u>Annual Support</u>
CTC Bridge Terminal Emulation, 32-Bit Upgrade	\$ 80.25	\$21.40

Note: when purchasing an Upgrade, departments covered under support can automatically transfer the support to the 32-Bit products.

CTC Bridge Terminal Emulation, 32-Bit New Copy	\$133.75	\$21.40
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AUTHORITY/REASON:

Request per IBM Global Services and agreed to per the State.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

CHANGE AUTHORIZATION ORDER FORM

**Change Authorization Order for the Contract for Technology Services
Contract Number 0144**

Change Authorization Order Number 115 revised

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Scope

ISSC will order, receive, install and configure the CPU memory upgrades for the HP 9000 Model T520 for the MIDB server.

B. Deliverables

Deliverables will be:

- 1 CPU Upgrades for HP 9000 Model T520
Upgrade from 3 CPU to 4 CPU T520 system
First Year of System Support
- 2 512 MB ECC memory board
First Year System Support
System and Network Configuration
- 6 HP-PB FWD SCSI-2 Host Adapters

C. Costs

Configuration and Services for the memory and CPU upgrade to the MIDB HP server:

Item	Qty	Description	List Unit Price	Extended Price	State Price
#1	1	CPU Upgrades for HP 9000 Model T520 Upgrade from 3 CPU to 4 CPU T520 system First Year of System Support (24x7)	11,100.00	11,100.00	9,347.37
#2	2	512 MB ECC memory board First Year System Support (24x7) System and Network Configuration	25,083.50	50,167.00	42,245.89
#3	6	HP-PB FWD SCSI-2 Host Adapters First Year Systems Support (24x7) Installation and configuration	1,586.00	9,516.00	8,013.47
TOTALS				70,783.00	59,606.73

D. Schedule

The HP equipment will be ordered, received, installed, and configured upon agreement to do so

E. Assumptions

All people resource requirements needed to integrate this equipment into practical use as MIDB hardware will be accomplished via the State MIDB team.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B4000144 (0144)
Change Authorization Order Number 116

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

ISSC will provide vendor maintenance and support for the MIDB and DCDS Server Hardware and Software Products as detailed in the cost section of this Change Order. The maintenance will cover the period of 10/1/97 to 9/30/98.

The State has removed several pieces of equipment from the MIDB and maintenance on the following items will not be extended beyond 10/1/97:

For the DCDS system:

Item	Qty	Description	Serial #
1	3	High availability disk array model 20	3613A06957
		with 20 2.1 GB modules, factory	3611A06736
		rackmount, additional power supply,	3611A06729
		second storage processor	
2	1	High availability disk array model 20	3611A06730
		with 15 2.1 GB modules, factory	
		rackmount, additional power supply,	
		second storage processor	

For the MIDB System:

Item	Qty	Description	Serial #
1	1	HP-FL adapter for HP-Precision Bus	
2	1	1600/6250 1/2 inch tape drive	3121A00276
		incl. 200 volt power	
3	1	5.44 GB HP-FL Hi-Availablity disk	US48004360
		array incl. Base prod IC VAR	
3.5	5	1.36 Gbyte Replacement Drive Module	US48014507
			US48014495
			US48014509
			US48014519
			US48014659
4	1	5.44 GB HP-FL Hi-Availablity disk	US48004361
		array incl. Base prod IC VAR	
4.5	5	1.36 Gbyte Replacement Drive Module	
5	1	5.44 GB HP-FL Hi-Availablity disk	US47004316
		array incl. Base prod IC VAR	
5.5	5	1.36 Gbyte Replacement Drive Module	
6	1	5.44 GB HP-FL Hi-Availablity disk	US46004234
		array incl. Base prod IC VAR	
6.5	5	1.36 Gbyte Replacement Drive Module	
7	1	5.44 GB HP-FL Hi-Availablity disk	US47004318
		array incl. Base prod IC VAR	
7.5	5	1.36 Gbyte Replacement Drive Module	
8	1	Model C2254HA, 5.44 GB disk Array	US07004986
		incl. Base prod IC VAR	
8.5	5	1.36 Gbyte Replacement Drive Module	US07016341
9	1	Model 10LC optical library system	3305A00284
10	4	8 GB FWD SCSI Disk Array	
11	4	Fast/Wide SCSI Base product	US27004452
			US27004457
			US27004460
			US27004455
11.5	4	2 GB 3.5 inch replacement disk	US28002192
		module	US28002184
			US28002105
			US28002205
12	1	1.6 meter Standard 19" EIA rack	
13	4	8 GB FWD SCSI Disk Array	
14	4	Fast/Wide SCSI Base product	US26004416
			US26004425
			US26004415
			US26004424
14.5	4	2 GB 3.5 inch replacement disk	US28002507

		module	US28001861
			US28002527
			US28002521
15	1	1.6 meter Standard 19" EIA rack	
16	4	8 GB FWD SCSI Disk Array	
17	4	Fast/Wide SCSI Base product	US27004437
			US27004431
			US27004423
			US27004418
17.5	4	2 GB 3.5 inch replacement disk	US27001880
		module	US27001799
			US27001906
			US28002508
18	1	1.6 Meter standard 19" EIA rack	
19	3	High Availability Disk Array Mod 20	3523A01765
		Incl. factory rackmount, 20 2.1 GB	3523A01766
		disk modules, and CD-ROM (disk	3523A01767
		only)	
20	1	1.6 Meter standard 19" EIA rack	
21	3	High Availability Disk Array Mod 20	3546A04285
		Incl. factory rackmount, 20 2.1 GB	3546A04287
		disk modules, and CD-ROM (disk	3546A04286
		only)	

B. Deliverables

One year of vendor maintenance and support on the listed products in the Costs section.

C. Costs

DCDS Hardware						
Effective Dates: 10/1/97 to 9/30/98						
System Handle: CPSUB/STMI-T520/3						
Description of Hardware Support Services						
HP support type 02G						
HP System Support Priority Plus Level						
Includes all features of hardware						
Support 24 hours, 7 days a week						
HP's best possible response with in 4 hours (100 miles)						
Equipment included						
Item #	Qty	Description	Serial #	Unit List	Extended	Price
1	1	HP 9000 Model T520 Server	3610A03674	13,476.00	13,476.00	13,116.64
		1 PA7150 CPU, 256 MB ECC memory, 16 port RS232 Modem				
2	2	Additional PA715 CPU for T520		1,500.00	3,000.00	2,920.00
		First Year System Support Add'l CPU				
3	1	700/96 Console included with server	UST5470764	108.00	108.00	105.12
		English - US user manual				
4	1	Dual I/O Channel Adapter for T500		-	-	-
5	4	256 MB Std ECC memory board		-	-	-
6	3	256 MB ECC mem board for mod T500		-	-	-
7	2	Factory 512 MB Mem for T500		-	-	-
8	4	HP-PB FWD SCSI-2 Host Adapt		-	-	-
9	2	16. meter std 19" rack.		-	-	-
10	1	FDDI for HP/9000 incl. system licence for T500, Dual attach FDDI interface, HP-UX 10.0 support, CD-ROM,		228.00	228.00	221.92
11	1	System licens for HP 900 tier 3 SPU		372.00	372.00	362.08
12	1	High availability disk array model 20 with 20 2.1 GB modules, factory rackmount, additional power supply, second storage processor	3613A06956	4,188.00	4,188.00	4,076.32
13	1	Add on 7200 RPM 2GB disk drive	USS3292368	-	-	-
14	1	LPQ 1200 Line Impact printer 1200	US05000220	1,380.00	1,380.00	1,343.20
15	2	48 GB DDS 2 DAT Autoloader	GB08001645	636.00	1,272.00	1,238.08
			GB08001639			
16	1	ENVIZEX 6MB X station with 6MB incl. 19" 1280x1024 color monitor,	CA62E93201	396.00	396.00	385.44
			EA28848301			
17	1	ENVIZE PC101/102 Keyboard kit incl.	EA28848303	-	-	-
18	1	HP X station with 2-MB memory incl.		-	-	-
19	1	HP ENWARE 6.0 CD-ROM Media		-	-	-
20	1	Deltec UPS 10KVa with Battery	On Warranty			
Total					24,420.00	23,768.80

MIDB Hardware						
Effective Dates: 10/1/97 to 9/30/98						
System Handle: CPSUB/STMI-MAIN MIDB						
Description of Hardware Support Services						
HP support type 02G						
HP System Support Priority Plus Level						
Includes all features of hardware						
Support 24 hours, 7 days a week						
HP's best possible response with in 4 hours (100 miles)						
Equipment included						
Item #	Qty	Description	Serial #	Unit List	Extended	Price
1	1	HP 9000 Model 890 Server	3401A00756	16,464.00	16,464.00	16,024.96
		HP 700/96 terminal, 2-way				
		symmetrical multiprocessing server,				
		200-240 Vac power cord, 256 MB				
		ECC memory board, 512 MB				
		ECC memory board				
2	1	HP-PB SE SCSI-2 Centronics Host		-	-	-
		Adapter				
3	2	HP FDDI/9000		228.00	456.00	443.84
4	1	1.6 meter standard 19" rack		-	-	-
5	1	Model 8002D R DAT storage subsys	GB07001168	1,668.00	1,668.00	,623.52
6	1	600 MB CD-ROM expansion kit	JP07001439	144.00	144.00	140.16
7	1	1.6 meter standard 19" rack		-	-	-
8	1	Rack integrated HP-PB Exp Module	3328A01417	-	-	-
		incl. module with 14 slots				
9	4	HP--PB FWD SCSI-2 Host Adapt		-	-	-
10	1	HP-PB 16 Channel RS232C Modem		-	-	-
		Conn MUX		-	-	-
11	1	48 GB HP DDS2 DAT Autoloader	GB23001833	636.00	636.00	619.04
12	1	HP-PB FWD SCSI-2 Adapter		-	-	-
13	1	Model 890 to T520 CPU upgrade		-	-	-
14	1	Upgd from 2 CPU 890 to 2 CPU T520		-	-	-
15	1	CPU upgrades for HP900 T520		-	-	-
16	1	Upgrade from 2 CPU to 3 CPU		1,500.00	1,500.00	1,460.00
17	1	48 GB DDS 2 DAT Autoloader		636.00	636.00	619.04
18	1	HP-PB SE SCSI-2 Centronics host		-	-	-
19	1	4 GB DDS DC DAT drive expansion		492.00	492.00	478.88
		unit				
20	1	Deltec UPS 10KVa with Battery - on		-	-	-
		Warranty				
21	1	T520 - 3 CPU to 4 CPU (9/1/97 - 9/30/98)		-	-	-
22	2	512 MB Memory Expansion Board (9/1/97 - 9/30/98)		-	-	-
23	6	Fastwide SCSI adapters (9/1/97 - 9/30/98)		-	-	-
Total					21,996.00	21,409.44

DCDS Software Support Services HP				
Effective Dates: 10/1/97 to 9/30/98				
Support Identifier: CPSUB/STMI-T520/3				
Product	Feature	Description		
H5356A		HP System Support Services.		
	OP3	4 Hr. on-site response 24x7		
	OP5	Network Support Declined		
	AAF	SW updates on CD-ROM		
	OBK	Manuals on both paper & CD-ROM		
	OMH	Additional systems in support group		
	OQG	24x365 Phone-in SW assist eligible products		
	503	T500/520/3-Way		
Software Products Supported				
Product	Feature	Description		Quantity
B3919AA		HP-UX 10.0 User License HP 9000 servers		1.00
B3919AA	AGS	HP-UX Unlimited User/Upgrade from 2 user		1.00
B3920AA		HP-UX 10.0 (B10.01) Media for servers		1.00
B3920AA	ABA	U.S. - English localization		1.00
B3921AA		HP-UX 10.01 Server Manuals		1.00
B3921AA	OBD	General Usage Manuals		1.00
B6101AA		HP OV MeasureWare Tier one, LTU		1.00
B4967AA		HP OV MeasureWare HP 9000 Server Media & M		1.00
B6121AA		HP OV GlancePlus Tier One, LTU		1.00
B3693AA		HP OV GlancePlus Media/Mnl for HP 9000 Servers		1.00
B2433BA		HP Micro Focus COBOL Developer Suite Media 800		1.00
B2433BB		HP Micro Focus COBOL Developer Suite LTU S800		1.00
B5449AA		HP Micro Focus Cobol Manuals		1.00
J2157A		HP FDDI/9000 for series 800		1.00
B1951AA		HP OV OmniBack II LTU Backup Mgr		2.00
B1954AA		HP OV OmniBack II LTU backup agent		1.00
B1957AA		HP OV OmniBack II Manuals UP-UX US English		1.00
B3651GA		Netstation Software 8.0 - CD-ROM media		1.00
B4487GA		Netstaion 8.0/7.1 Manual Kit - English		1.00

		DCDS Software Services Costs	Unit list	List	Price
1	1	HP OV MeasurWar HP900 Medi/Man	72.00	72.00	70.08
		SW Ppr Docs			
1	1	HP OV GlancePlus HP900 Serve Med/Man	72.00	72.00	70.08
		SW Ppr Docs			
1	1	HP Microfocus Dev Suite Media 800	72.00	72.00	70.08
		SW media updates			
1	1	Netstation Software 8.0 CD-Rom	72.00	72.00	70.08
Software Services					
1	1	HP OV MeasureWare Server Med/Man	48.00	48.00	46.72
		Paper Docs			
1	1	HP OV Glance Plus Server Med/Man	24.00	24.00	23.36
1	1	1 NP OV Measurwary Tier One, LTU	60.00	60.00	58.40
1	2	1 HP OV OMNIBACK Mgr Repsonse center	132.00	264.00	256.96
		One Authorized Caller			
1	1	HP OV Omniback II (Bkup Agnt)	12.00	12.00	11.68
		Phone in support			
1	1	HP OV MeasureWare Tier One, LTU	24.00	24.00	23.36
		Measureware 24x365 Phone-in			
		Assistance			
1	2	HP OV Omniback II (Backup Mgr)	36.00	72.00	70.08
		24x365 phone in support			
1	1	HP OV Omniback II (Backup Agnt)	24.00	24.00	23.36
		24x365			
1	1	HP-UX 10.0 User Licens	-	-	-
1	1	HP-UX 10.0 licence to T500 updts	2,904.00	2,904.00	2,826.56
1	1	HP-UX unlimited upgrade from	864.00	864.00	840.96
		2 user licence			
1	1	Measureware Licence	60.00	60.00	58.40
1	1	Glance Plus Licence	36.00	36.00	35.04
1	1	MF Developer's Suite Licence	180.00	180.00	175.20
1	2	HP OV Omniback Licence (Bkup Mgr)	264.00	528.00	513.92
1	1	HP OV Omniback Licence (Bkup Agnt)	24.00	24.00	23.36
1	1	Netstation Software 8.0 CD-Rom Media	60.00	60.00	58.40
1	1	HP UX Server Manuals	-	-	-
1	1	HP UX General Use Manuals	60.00	60.00	58.40
1	1	MF Cobal Manuals	144.00	144.00	140.16
1	1	HP OV Omniback Manuals	96.00	96.00	93.44
1	1	Netstation 8.0/7.1 Manual Kit	72.00	72.00	70.08
1	1	CD-ROM (Disk only software media) / 10.X Customer	-	-	-
1	1	OS Updates Paper T500/3	1,020.00	1,020.00	992.80
1	1	Monthly CD-ROM Documentations	444.00	444.00	432.16
1	1	HP OS Mtls 9000	-	-	-
1	1	Software Updates	744.00	744.00	724.16
1	1	HP Software updates materials	-	-	-
Total DCDS Licences and Documentation				8,052.00	7,837.28

MIDB Software Support Services HP				
Effective Dates: 10/1/97 to 9/30/98				
Support Identifier: CPSUB/STMI-MAIN MIDB				
Product	Feature	Description		
H5356A		HP System Support Services.		
	OP3	4 Hr. on-site response 24x7		
	OP5	Network Support Declined		
	AAF	SW updates on CD-ROM		
	OBK	Manuals on both paper & CD-ROM		
	OMG	Central System(s) in support Group		
	OQG	24x365 Phone-in SW assist eligible products		
	503	T500/520/3-Way		
Software Products Supported				
Product	Feature	Description		Quantity
B3919AA		HP-UX 10.0 User License HP 9000 servers		1.00
B3919AA	AGL	HP-UX Unlimited User/Upgrade from 2 user		1.00
B3920AA		HP-UX 10.0 (B10.01) Media for servers		1.00
B3920AA	ABA	U.S. - English localization		1.00
B3921AA		HP-UX 10.01 Server Manuals		1.00
B3921AA	0BD	General Usage Manuals		1.00
B3921AA	0BE	Systems admin manuals		1.00
B3921AA	0BF	Programming reference manuals		1.00
B3921AA	0BG	Advanced usage manuals		1.00
B2312A		C/ANSI C/US License for Series 800		1.00
B6121AA		HP OV GlancePlus Tier One, LTU		1.00
B3693AA		HP OV GlancePlus Media/Mnl for HP 9000 Servers		1.00
B6101AA		HP OV MeasureWare Tier one, LTU		1.00
B4967AA		HP OV MeasureWare HP 9000 Server Media & M		1.00
B2433BA		HP Micro Focus COBOL Developer Suite Media 800		1.00
B2433BB		HP Micro Focus COBOL Developer Suite LTU S800		1.00
B1951AA		HP OV OmniBack II LTU Backup Mgr		2.00
B1956AA		OmniBack II DAT/DDS, CD-ROM Media		1.00
B1957AA		HP OV OmniBack II Manuals US English		1.00
B1954AA		HP OV OmniBack II LTU backup agent		1.00
B5449AA		HP Micro Focus Cobol Manuals		1.00
J2157A		HP FDDI/9000 for series 800		2.00

MIDB Software Services Costs			Unit list	List	Price
1	1	HP C/ANSI C/UX Licence for 800	312.00	312.00	303.68
		Media Updates			
1	1	HP OV GlancePlus HP900 Serve Med/Man	72.00	72.00	70.08
		SW Media updt			
1	1	HP OV Measureware HP9000 Server Media	72.00	72.00	70.08
1	1	HP Microfocus Dev Suite Media 800	72.00	72.00	70.08
		SW media updates			
Software Services					
1	1	OmniBack II DAT/DDS CD-ROM Media	72.00	72.00	70.08
		Bakup mgr sftware update			
1	1	HP C/ANSI C/UX License for series 800	72.00	72.00	70.08
1	1	HP OV GlancePlus Server Med/Man	24.00	24.00	23.36
1	1	HP MeasureWare HP9000 Server Med/Man	48.00	48.00	46.72
1	1	SW Assistance T/5xx/6xx/3w	2,940.00	2,940.00	2,861.60
		One designated caller and alternate			
1	1	Group Responseline for HP900	-	-	-
		problem solving etc.			
1	1	HP-UX 10.0 User licence phone assistance	-	-	-
1	1	HP UX 8 user level/ upgrade from 2 user phone asst	-	-	-
1	1	HP-UX C/ANSI C/UX phone asst	-	-	-
1	1	HP OV GlancePlus phone asst	36.00	36.00	35.04
1	1	HP OV Measureware Phone Asst	60.00	60.00	58.40
1	1	HP MicroFocus Cobol Dev Suite Phone Asst	180.00	180.00	175.20
1	2	HP OV Omniback II (Bkup Mgr) phone asst	132.00	264.00	256.96
1	1	HP OV Omniback II (Agnt) phone asst	12.00	12.00	11.68
1	1	HP-UX 10.0 User licence 24x365	-	-	-
1	1	HP UX 8 user level/ upgrade from 2 user 24x365	240.00	240.00	233.60
1	1	HP-UX C/ANSI C/UX 24x365	36.00	36.00	35.04
1	1	HP OV GlancePlus 24x365	12.00	12.00	11.68
1	1	HP OV Measureware 24x365	24.00	24.00	23.36
1	2	HP OV Omniback II (Bkup Mgr) 24x365	36.00	72.00	70.08
1	1	HP OV Omniback II (Agnt) 24x365	24.00	24.00	23.36
1	1	HP-UX 10.0 User Licens	-	-	-
1	1	HP-UX 10.0 licence to T500 updts	2,904.00	2,904.00	2,826.56
1	1	SW LTU Update for HP 9000	-	-	-
1	1	HP-UX 8 User level/upgrade from 2 user	-	-	-
1	1	HP C/ANSI C/UX Licence	-	-	-
1	1	Glance Plus Licence	36.00	36.00	35.04
1	1	Measureware Licence	60.00	60.00	58.40
1	1	MF Developer's Suite Licence	180.00	180.00	175.20
1	2	HP OV Omniback Licence (Bkup Mgr)	264.00	528.00	513.92
1	1	HP OV Omniback Licence (Bkup Agnt)	24.00	24.00	23.36
1	1	HP UX Server Manuals	-	-	-
1	1	HP UX General Use Manuals	60.00	60.00	58.40
1	1	HP UX Admin Manuals	456.00	456.00	443.84
1	1	HP UX Programming Reference Manuals	492.00	492.00	478.88
1	1	HP UX Advanced Usage manuals	144.00	144.00	140.16
1	1	HP OV Omniback Manuals	96.00	96.00	93.44

1	1	CD-ROM (Disk only software media) / 10.X Customer	-	-	-
1	1	OS Updates Paper T500/3	1,020.00	1,020.00	992.80
1	1	Monthly CD-ROM Documentations	444.00	444.00	432.16
1	1	HP OS Mtls 9000	-	-	-
1	1	Software Updates	744.00	744.00	724.16
1	1	HP Software updates materials	-	-	-
		Total MIDB Licences and Documentation		11,832.00	11,516.48
1	1	Personalized System Support T5xx/T6xx/3W	16,920.00	16,920.00	16,468.80
		Grand total MIDB HP Software		28,752.00	27,985.28

DCDS Software Support ORACLE						
CSI# 1098236						
CPU: 9000/T500(3-4 CPU)						
Term of Support 10-1-1997 - 09-30-1998						
Support Type: BRONZE ADVANCE						
	Qty	Product				Price
	1	Net 1000 Concur				
	1	Server EE 7 1000 Concur				
	1	TCP/IP 1000 Concur				
	1	Bronze Tech Fee				168,695.41
		Total				168,695.41

MIDB Software Support ORACLE			
CSI# 1098237			
CPU: 9000/890-400			
Term of Support 10-1-1997 - 09-30-1998			
Support Type: BRONZE ADVANCE			
	Qty	Product	Price
	1	Par Query Opt 1000 Concur	56,400.92
		Total	56,400.92
CSI# 651064*			
CPU: PC Compatable			
Term of Support 10-1-1997 - 09-30-1998			
Support Type: BRONZE ADVANCE			
	Qty	Product	Price
	1	Designer/2000 1 Named	1,712.00
	1	Developer/2000 1 Named	1,284.00
		Total	2,996.00
* Note the State has opted to cancel maintenance on 19 CASE Bundle Licences. Should the State wish to renew these licences they will need to re-purchase Designer/2000 and Developer/2000			
Developer/2000			
CSI# 651063			
CPU: 9000/T520-4way			
Term of Support 10-1-1997 - 09-30-1998			
Support Type: BRONZE ADVANCE			
	Qty	Product	Price
	1	C 1000 Concur	10,785.60
	1	Forms 1 Concur	1,438.08
	1	Net 1000 Concur	
	1	Plus 1000 Concur	55,126.40
	1	Pro opt 1000 Concur	
	1	Reports 1000 Concur	22,769.60

	1	Server EE 7 1000 Concur		80,532.48
	1	TCP/IP 1 Concur		
	29	TCP/IP 1 Concur		
	1	TCP/IP 1 Concur		
	9	TCP/IP 1 Concur		
		Total		170,652.16

DCDS						Price
HP Hardware Maintenance						23,768.80
HP Software Maintenance						7,837.28
Oracle Software Maintenance						168,695.41
Total DCDS						200,301.49
MIDB						
HP Hardware Maintenance						21,409.44
HP Software Maintenance						27,985.28
Oracle Software Maintenance						230,049.08
Total MIDB						279,443.80
Grand Total						479,745.29

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 120

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

Termination for convenience: In accordance with Section 2.22d of the Contract, the State may terminate this change order, in whole or in part, at any time and for any reason without penalty (i.e., without liability for damages to ISSC or its subcontractor beyond the termination charges described in this paragraph) upon at least thirty (30) days prior written notice of termination to ISSC. If the State chooses to terminate this Change Order in part, the charges payable under this change order will be equitably adjusted to reflect those services that are terminated.

II. Description of Change

A. Scope of work

ISSC will extend services in Change Order 59 through the State's Fiscal Year ending 9/30/99 to MIDB and DCDS to provide supplemental staff. The assistance provided will be in the areas of UNIX Administration and Database Administration.

Work will be performed by resources to be identified by ISSC and approved by the State of Michigan. Work will be performed under the direction of the State of Michigan.

B. Deliverables

Work results will be documented in biweekly status reports.

C. Costs

Hours for each person are not to exceed an annual average of 45 hours per week. The table below defines the period of this change order for each person and the hourly rate per person.

<u>Name</u>	<u>Hourly Rate*</u>	<u>FY98 Cost Est.</u>	<u>FY99 Cost Est.</u>
Rao Pemmaraju	\$89.00	185,120.00	185,120.00
Stuart King	\$89.00	185,120.00	185,120.00
Totals		\$370,240.00	\$370,240.00

*Per Paragraph IV in Section C of the MAIN Contract, change order labor rates are subject to annual cost of living adjustments.

D. Schedule

Combined with Change Order 59, work will continue through September 30, 1999 and may be extended upon agreement by the State of Michigan and ISSC.

III. State Authorization

Check One:

_____ This order shall be performed for the benefit of "AGENCY NAME GOES HERE" (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

X This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

NONE.

Integrated Systems Solutions Corporation

By: W. J. Smith
Title: Project Executive
Date: Aug 1, 1987

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Sharon Walery
Title: Buyer
Date: 11-20-97

CHANGE AUTHORIZATION ORDER FORM

**Change Authorization Order for the Contract for Technology Services
Contract Number 071B5000713
Change Authorization Order Number 121 r .**

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and IBM Global Services dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

This change order is a new payment deliverable to support Project MAIN equipment maintenance.

The following are the details relative to the renewals:

Maintenance on MAIN dial equipment, Sybase, INMS, SSERVER
will be renewed from 10/1/97 through 9/30/98.

A. Deliverables

The following maintenance renewals will be delivered to the State of Michigan as a result of this Change Order:

#	hosiname	serial number	vendor	type	custom et	comment	location	'97 maint start	'97 maint stop	'97 state price
1.	ups	FE18K00278	Best	Ferrups FE18KVA	MAIN	Knapps CPU Room UPS	Knapps Basement	10/1/97	9/30/98	5,530.00
2.	ups batteries	n/a	Best	BAT-0050	MAIN	Knapps CPU Room UPS	Knapps Basement	lifetime		
3.	upssnmp	1000220	Best	SNMP Adapter	MAIN	Knapps CPU Room UPS	Knapps CPU Room	included		
4.	upssnmp-spare	1000075	Best	SNMP Adapter	MAIN	Knapps CPU Room UPS	CNOC - Spare	included		
5.	sserver	2641086	IBM	Type 7013 PowerServer 570	MAIN	MAIN Security Server	Knapps CPU Room	10/1/97	9/30/98	3,948.00
6.	sserver monitor	23P1402	IBM	Type 6091-19i Monitor	MAIN	MAIN Security Server	Knapps CPU Room	10/1/97	9/30/98	768.00
7.	sserver mouse	50138	IBM	Mouse	MAIN	MAIN Security Server	Knapps CPU Room	n/a	n/a	n/a
8.	sserver keyboard	5056137	IBM	Keyboard	MAIN	MAIN Security Server	Knapps CPU Room	n/a	n/a	n/a
9.	inms	2641438	IBM	Type 7013 PowerServer 570	MAIN	MAIN INMS Server	Knapps CPU Room	10/1/97	9/30/98	3,948.00
10.	inms monitor	23M1646	IBM	Type 6091-19i Monitor	MAIN	MAIN INMS Server	Knapps CPU Room	10/1/97	9/30/98	768.00
11.	inms mouse	44093	IBM	Mouse	MAIN	MAIN INMS Server	Knapps CPU Room	n/a	n/a	n/a
12.	inms keyboard	5033621	IBM	Keyboard	MAIN	MAIN INMS Server	Knapps CPU Room	n/a	n/a	n/a
13.	external hd 5 inms	26-13452	IBM	Type 7204/010 External SCSI HD	MAIN	MAIN INMS Server	Knapps CPU Room	10/1/97	9/30/98	600.00
14.	external hd 4 inms	26-13451	IBM	Type 7204/010 External SCSI HD	MAIN	MAIN INMS Server	Knapps CPU Room	10/1/97	9/30/98	600.00
15.	external hd 3 sserver	26-13112	IBM	Type 7204/010 External SCSI HD	MAIN	MAIN Security Server	Knapps CPU Room	10/1/97	9/30/98	600.00
16.	external hd 2 sserver	26-13113	IBM	Type 7204/010 External SCSI HD	MAIN	MAIN Security Server	Knapps CPU Room	10/1/97	9/30/98	600.00
17.	Sybase 10.0x	Cust #26023	Sybase	Sybase Support	MAIN	MAIN Security Server	Security Server	10/1/97	9/30/98	3,184.00
18.	Sybase 4.9x	Cust #26023	Sybase	Sybase Support	MAIN	MAIN INMS Server	INMS	10/1/97	9/30/98	2,431.00
19.	Optivity	701625	SynOptics	S6-03 Software	MAIN	INMS Software	Knapps CPU	n/a		n/a

#	hostname	serial number	vendor	type	custom ei	comment	location	'97 maint start	'97 maint stop	'97 state price
	Software						Room			
20.	netblazer1	28414004	Telebit	NetBlazer-40	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	855.00
21.	T9000 Chassis	64100017	Telebit	Modem Chassis	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	86.00
22.	T9000 Chassis	64150007	Telebit	Modem Chassis	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	86.00
23.	T3000	314070217	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
24.	T3000	314070222	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
25.	T3000	314080120	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
26.	T3000	314080126	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
27.	T3000	314080140	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
28.	T3000	314110072	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
29.	T3000	314320267	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
30.	T3000	314320268	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
31.	T3000	314320269	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
32.	T3000	314320272	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
33.	T3000	314320273	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
34.	T3000	314320274	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
35.	T3000	314320275	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
36.	T3000	314320278	Telebit	T3000 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	65.00
37.	WorldBlazer	314100152	Telebit	WorldBlazer Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	81.00

#	hostname	serial number	vendor	type	comment	location	'97 maint start	'97 maint stop	'97 state price
38.	WorldBlazer	314090038	Telebit	WorldBlazer Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	81.00
39.	xplex1	243678	Xyplex	MaxServer MX-1600-04	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	832.00
40.	xplex2	243633	Xyplex	MaxServer MX-1600-04	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	832.00
41.	Comsphere 3000	3493679	ATT Paradyne	Comsphere 3000 Chassis	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	270.00
42.	Modem 3811	3491310	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
43.	Modem 3811	3491318	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
44.	Modem 3811	3491312	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
45.	Modem 3811	3491300	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
46.	Modem 3811	3491325	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
47.	Modem 3811	3491306	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
48.	Modem 3811	3491302	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
49.	Modem 3811	3491345	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
50.	Modem 3811	3491317	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
51.	Modem 3811	3491360	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
52.	Modem 3811	3491348	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
53.	Modem 3811	3491343	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
54.	Modem 3811	3491301	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
55.	Modem 3811	3491297	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
56.	Modem 3811	3491369	ATT Paradyne	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00

#	hostname	serial number	vendor	type	customer	comment	location	'97 maint start	'97 maint stop	'97 state price
			Paradyne			System	Room			162.00
57.	Modem 3811	3491326	ATT Paradyne	3811-B1-001 Modem	MAIN	MAIN Dial System	Knapps CPU Room	10/1/97	9/30/98	162.00
	TOTAL:				MAIN					29,602.00

B. Costs

One-time costs for this change order are as follows: \$29,602.00

C. Estimated Schedule

License and maintenance renewals to be ordered immediately upon receipt of the signed Change Order and receipt of State of Michigan Purchase Order.

III. State Authorization

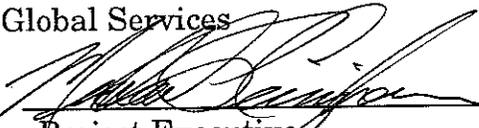
Check One:

This order shall be performed for the benefit of the Department of Management and Budget, Project MAIN (the "Authorizing Agency") and all amounts to be paid to IBM Global Services pursuant to this order shall be paid solely from funds available to the Authorizing Agency. IBM Global Services hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against IBM Global Services. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

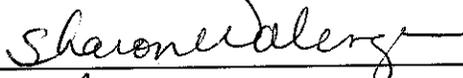
IBM Global Services

By: 
Title: Project Executive
Date: 10/17/99

Project MAIN

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Buyer
Date: 11-20-97

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 071B4000144 (0144)

Change Authorization Order Number ~~124~~ 123

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

On August 5, 1997 ISSC received a letter from Doug Johnson relieving ISSC of responsibility to supply print services as required by the MAIN technology contract. The purpose of this change order is to acknowledge and confirm this reduced requirement.

The change is prompted by several factors:

- 1) The State has implemented over 900 printers in its network which are accessible from MAIN FACS.
- 2) The State has implemented a central print facility to handle large printing requirements.
- 3) The State required space in the Knapps Computer Room to support new disks for the MIDB and DCDS systems.
- 4) The amount of printing actually performed in the Knapps computer room had reached nominal levels.

ISSC was requested to remove two IBM printers: IBM 6262 line printer and IBM 3820 laser printer. This was done on 8/5/97 through InfoMan change record 22379.

B. Deliverable

Remove IBM 6262 and IBM 3820 from the Knapps Centre Computer Room.

C. Costs

ISSC acquired the printers in January 1994 to support the Outsourcing requirements of the contract. The cost of these printers, including ongoing maintenance, were included in the CPU and DASD charges found in schedule C of the Contract.

Since January of 1994, ISSC has fully depreciated these printers and the only recoverable costs are for the on-going maintenance.

The average monthly maintenance cost for the printers for the past six months were:

3820	\$437
6262	\$280
Total average monthly maintenance	\$717
Uplift @ 7%	51
Total Savings to the State	\$768

These savings are to be applied as a credit each month on MAIN Processing Usage Charges invoice.

D. Schedule

The IBM 6262 and 3820 printers were removed from the System 8/5/97.

The credit will begin to accrue effective 9/1/97 as maintenance on the IBM printers continued through 8/31/97.

E. Assumptions

ISSC will be responsible for all coordination and cost to remove equipment from the Knapps Office Centre.

III. State Authorization

Check One:

This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

None.

Integrated Systems Solutions Corporation

By: Walter M. D. J.
Title: Project Executive
Date: 9/11/97

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Sharon Walenz
Title: Buyer
Date: 11-20-97

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 124

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

ISSC will order and ship one Exide Powerware Plus 18 Online Uninterruptable Power Supply Model 15.

B. Deliverable

- 1 Powerware Plus 18 model 15kVA/10kW On-Line Uninterruptable Power System with 5 year manufacturer's warranty

C. Costs

Configuration and Services for the additional MIDB and DCDS equipment:

Product	Qty	List	Ex List	Price	Ext Price
Exide Powerware +18 model 18 UPS	1	17,710	17,710	15,180	15,180
E07080 - Battery (approx 19 Min)	1	5,400	5,400	5,091	5,091
Transformer 480V to 208	1	2,600	2,600	2,451	2,451
Power Distribution Panel	1	320	320	301	301
Power Recepticals L15-30R	2	115	230	108	216
					Subtotal
					23,239
Estimated Shipping*					400
Total				26,260	\$23,639

* ISSC will include copies of the shipping invoices that show actual shipping and handling costs upon invoicing the State for this change order.

D. Schedule

The UPS equipment will be ordered for shipment approximately two weeks from State authorization.

E. Assumptions

All people resource requirements needed to integrate this equipment into practical use as MIDB and DCDS hardware will be accomplished via the State MIDB team.

The State must order and take delivery prior to September 30, 1997.

III. State Authorization

Check One:

_____ This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid

solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

None

Integrated Systems Solutions Corporation

By: Walter J. Bell
Title: Project Executive
Date: Aug 21, 1997

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Sharon Walenzy
Title: Buyer
Date: 11-20-97

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B4000144 (0144)
Change Authorization Order Number 125

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and International Business Machines Corporation ("IBM") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Description of Change

Under the base Technology Contract, IBM Global Services has provided an IAT specialist as part of the MIDB operations component. The State has hired the individual that was supplying these services. The State has requested that these services be replaced with MIDB database services.

The purpose of this change order is to reflect the additional cost of supplying this higher level of skill to the State.

B. Deliverable

IBM Global Services shall supply an MIDB DBA as part of the MIDB operations component. Work will be performed by resources to be identified by IBM and approved by the State of Michigan. Work will be performed under the direction of the State of Michigan.

C. Costs

The cost of the DBA will be partially covered by the standard operations charge which may be found in Attachment C-5 of the Contract. The charges here are in addition to those specified in the Contract.

Cost: \$3750 per month

The first month shall be prorated.

D. Schedule

The effective date of this change order shall be 08/11/97 and shall continue until 9/30/99.

*Total Cost of Change Order
\$ 96,290.37
per
Bill Rudick
10/11/97
D. Heim*

E. Assumptions

The cost above assumes that the DBA works and supports the State an average of 2000 hours per year.

III. State Authorization

Check One:

This order shall be performed for the benefit of ****
AGENCY NAME GOES HERE **** (the "Authorizing Agency") and
all amounts to be paid to IBM pursuant to this order shall be paid
solely from funds available to the Authorizing Agency. IBM hereby
acknowledges that the Authorizing Agency is a Party to the
Contract solely with respect to this Order and shall have the right to
enforce the terms and conditions of this Order and the Contract
(insofar as they apply to this Order) in its own name directly against
IBM. This order is not valid until signed by an authorized
representative of the Authorizing agency and by the Purchasing
Director.

This Order shall be performed for the benefit of the DMB and is
not valid until signed by the Purchasing Director.

IV. Attachments

None.

International Business Machines Corporation

By: W. J. [Signature]
Title: Project Executive
Date: 10/8/97

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Shaaron Walenga
Title: Buyer
Date: 11-20-97

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

November 10, 1997

CHANGE NOTICE NO. 39

TO

CONTRACT NO. 071B4000144

between

Supersedes 0144

THE STATE OF MICHIGAN

IBM Global Services One Michigan Avenue Lansing, MI 48933	(517) 373-0233
	VENDOR NUMBER
	(2) 13-0871985
	BUYER (517) 373-8622 <i>Sharon Walenga</i> Sharon Walenga, C.P.M.
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

This contract has been assigned in its entirety to IBM Global Services subject to the attached Amendment No. 3.

Purchase Orders and Information should be made to Mail Code 023 and Remittances to Mail Code 024.

AUTHORITY/REASON:

Contract change requested due to merger of ISSC's business operations and contracts with and into IBM as a new division titled IBM Global Services.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$128,082,957.00

Contract Number: 071B4000144
(Supersedes Contract No. 0144)

Amendment No. 3 to the Contract For Technology Services
for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK

Dated December 1, 1993

Between

The State of Michigan
Department of Management and Budget

and

Integrated Systems Solutions Corporation

As of July 22, 1997

Amendment No. 3

This is Amendment No. 3 to the Contract for Technology Services for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK, dated December 1, 1993 (the "Contract") between the State of Michigan, Department of Management and Budget, (the "State") and Integrated Systems Solutions Corporation ("ISSC").

Any capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Contract.

WHEREAS, the International Business Machines Corporation ("IBM") and ISSC anticipate the merger of ISSC's business operations and contracts with and into IBM as a new division to be titled IBM Global Services; and

WHEREAS, the Contract contains certain terms and conditions that require clarification as this activity progresses, and this Amendment is created to make necessary clarifications to the State/ISSC business relationship; and

WHEREAS, this Amendment shall be conditioned upon and only effective if the merger or consolidation of ISSC to IBM is consummated, upon which date this Amendment will take effect;

NOW, THEREFORE, in consideration for the above premises and the mutual covenants and undertakings of the Parties contained herein, the Parties agree to amend the Contract as follows:

1. In accordance with ARTICLE 2. GENERAL TERMS, CONDITIONS AND PROVISIONS, Paragraph **2.11 Assignment.**, subsection (a); the State hereby consents to the assignment of all of ISSC's duties and obligations under this Agreement to IBM upon the merger of ISSC's business operations with and into IBM as a new division to be titled IBM Global Services.

Subsection (b), the State also consents to allow ISSC to assign the right to receive monies due under the Contract to IBM upon the merger of ISSC's business operations with and into IBM as a new division titled IBM Global Services.

2. Add the following paragraph to ARTICLE 2 GENERAL TERMS, CONDITIONS AND PROVISIONS, Paragraph **2.15 Disclosure of Litigation.**, subsection (a) Disclosure:

IBM's obligations under the provisions of this section shall be limited to only those disclosures which have a material impact on IBM Global Services' ability to perform the Services under this Agreement, or Proceedings against the Public Sector Industry of IBM Global Services.

Except as modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 3 to be executed by their duly authorized representatives, effective on the date indicated below.

State of Michigan

Integrated Systems Solutions Corporation

By: Sharon Walenga, C.P.M.

By: W. T. Ruddock

Name: Sharon Walenga

Name: William T. Ruddock

Title: Buyer

Title: Project Executive

Date: November 6, 1997

Date: 9/23/97

Contract Number: 071B4000144
(Supersedes Contract No. 0144)

Amendment No. 3 to the Contract For Technology Services
for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK

Dated December 1, 1993

Between

The State of Michigan
Department of Management and Budget

and

Integrated Systems Solutions Corporation

As of July 22, 1997

Amendment No. 3

This is Amendment No. 3 to the Contract for Technology Services for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK, dated December 1, 1993 (the "Contract") between the State of Michigan, Department of Management and Budget, (the "State") and Integrated Systems Solutions Corporation ("ISSC").

Any capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Contract

WHEREAS, the International Business Machines Corporation ("IBM") and ISSC anticipate the merger of ISSC's business operations and contracts with and into IBM as a new division to be titled IBM Global Services; and

WHEREAS, the Contract contains certain terms and conditions that require clarification as this activity progresses, and this Amendment is created to make necessary clarifications to the State/ISSC business relationship; and

WHEREAS, this Amendment shall be conditioned upon and only effective if the merger or consolidation of ISSC to IBM is consummated, upon which date this Amendment will take effect;

NOW, THEREFORE, in consideration for the above premises and the mutual covenants and undertakings of the Parties contained herein, the Parties agree to amend the Contract as follows:

1. In accordance with ARTICLE 2. GENERAL TERMS, CONDITIONS AND PROVISIONS, Paragraph **2.11 Assignment.**, subsection (a); the State hereby consents to the assignment of all of ISSC's duties and obligations under this Agreement to IBM upon the merger of ISSC's business operations with and into IBM as a new division to be titled IBM Global Services.

Subsection (b), the State also consents to allow ISSC to assign the right to receive monies due under the Contract to IBM upon the merger of ISSC's business operations with and into IBM as a new division titled IBM Global Services.

2. Add the following paragraph to ARTICLE 2. GENERAL TERMS, CONDITIONS AND PROVISIONS, Paragraph **2.15 Disclosure of Litigation.**, subsection (a) Disclosure:

IBM's obligations under the provisions of this section shall be limited to only those disclosures which have a material impact on IBM Global Services' ability to perform the Services under this Agreement, or Proceedings against the Public Sector Industry of IBM Global Services.

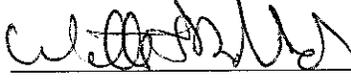
Except as modified by this Amendment No. 3, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 3 to be executed by their duly authorized representatives, effective on the date indicated below.

State of Michigan

Integrated Systems Solutions Corporation

By: Sharon Walenga, C.P.M.

By: 

Name: Sharon Walenga

Name: William T. Ruddock

Title: Buyer

Title: Project Executive

Date: November 6, 1997

Date: 9/23/97

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

August 25, 1997

CHANGE NOTICE NO. 38
TO
CONTRACT AGREEMENT NO. 071B4000144
between **Supersedes 0144**
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900 VENDOR NUMBER (2) 13-3616592 BUYER (517) 335-0462 Christine Paul <i>CP</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT PERIOD From: December 1, 1993 To: September 30, 2003	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">As Required</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CHANGE(S):

This contract is hereby extended through September 30, 2003. Pricing, terms, and conditions remain the same.

The following language is hereby incorporated into this contract as well:

“All payments within the amount exceeding the original contract amount must be authorized by an approved Change Authorization Order delineating the deliverable or services to be provided, approved costs, due dates, and payment amounts proposed as a fixed fee or calculated base on fully-loaded hourly rates set forth in Schedule C to the Contract.”

AUTHORITY/REASON:

Per memo dated 6/11/97 from Doug Johnson, Director of MAIN.

INCREASE: \$57,366,133.88

TOTAL CONTRACT VALUE REMAINS: \$128,082,957.00

Contract Number: 0144

Amendment No. 2 to the Contract For Technology Services
for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK

Dated December 1, 1993

Between

The State of Michigan
Department of Management and Budget

and

Integrated Systems Solutions Corporation

* * * * *

Effective May 31, 1997

Amendment No. 2

This is Amendment No. 2 to the Contract For Technology Services for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK dated December 1, 1993 (the "Contract") between the State of Michigan Department of Management and Budget (the "State") and Integrated Systems Solutions Corporation ("ISSC").

Any capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Contract.

WHEREAS, the Parties agree that certain phrases and terms in the SERVICE LEVEL AGREEMENT FOR PROCESSING SERVICES, Schedule B (Amended and Restated as of May 31, 1995), require clarification to more fully delineate the intention of the parties; and

WHEREAS, the Parties desire to revise the Service Level Agreement that establishes standards of performance of the Services by ISSC to more accurately describe the agreement of the Parties;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to revise Section V A of the Contract to read as follows:

“The State shall pay ISSC Service Incentives as provided in this Section V in the event ISSC meets or exceeds the Incentive Performance Standards specified in Attachment B-1 to this Schedule B in a month. The aggregate amount of Service Incentives paid to ISSC in any twelve month period is limited to the cumulative amount of Service Credits actually recovered by the State from ISSC and which are eligible to be included in the calculation of Redeemable Service Credits. Following the delivery of ISSC's performance report under Section I.B of this Schedule B for a month, ISSC and the State shall determine whether ISSC's performance of the Processing Services met or exceeded any Incentive Performance Standards in such month.”

Except as modified by this Amendment No. 2, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives on the date indicated, effective as of May 31, 1997.

State of Michigan

Integrated Systems Solutions Corporation

By: 
Name: Bruce Walker
Title: Director Purchasing
Date: 8/1/97

By: 
Name: William T. Ruddick
Title: Project Executive
Date: May 29, 1997

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

June 18, 1997

CHANGE NOTICE NO. 37
 TO
 CONTRACT AGREEMENT NO. 071B4000144
 between Supersedes 0144
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	VENDOR NUMBER (2) 13-3616592
	BUYER (517) 335-0482 Christine Paul <i>CP</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
BPO PERIOD 22 Months From: December 1, 1993 To: September 30, 1999	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, the attached Change Notices are incorporated into the contract:

- 1) Change #102 authorizes release of \$26,278.00 approved in Contract Change Notice #16 deliverable PDM-08 for \$3,377,236.00.
- 2) Change #107 authorizes release of \$18,569.71 approved in Contract Change Notice #16 deliverable PDM-08 for \$3,377,236.00.
- 3) Change #114 authorizes release of \$1,300,000.00 approved in Change Authorization # 98 which is good through 9/30/98.
- 4) Change #113 authorizes release of \$982.56 approved in Contract Change Notice #16 deliverable PDM-08 for \$3,337,236

AUTHORITY/REASON:

Per letters dated 5/7/97; 6/6/97; 4/15/97; 2/5/97 from Ken Hendricks, Administration Director, MAIN.

TOTAL CONTRACT VALUE REMAINS: \$69,930,527.69

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services
Contract Number 071B5000713
Change Authorization Order Number 102.

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

This change order is a new payment deliverable to support LMAN equipment maintenance and Unigate licenses and maintenance.

The following are the details relative to the renewals:

Maintenance on MAIN dial equipment, Sybase, INMS, SSERVER
will be renewed from 10/1/96 through 9/30/97.

A. Deliverables

The following maintenance renewals will be delivered to the State of Michigan as a result of this Change Order:

hostname	serial number	vendor	type	comment	location	current maint start	current maint stor	rent state price
server	2641086	IBM	Type 7013 PowerServer 570	MAIN Security Server	Knapps CPU Room	10/1/96	9/30/97	3948.00
server monitor	23P1402	IBM	Type 6091-19i Monitor	MAIN Security Server	Knapps CPU Room	10/1/96	9/30/97	384.00
server mouse	50138	IBM	Mouse	MAIN Security Server	Knapps CPU Room	n/a	n/a	n/a
server keyboard	5056137	IBM	Keyboard	MAIN Security Server	Knapps CPU Room	n/a	n/a	n/a
inms	2641438	IBM	Type 7013 PowerServer 570	MAIN INMS Server	Knapps CPU Room	10/1/96	9/30/97	4188.00
inms monitor	23M1646	IBM	Type 6091-19i Monitor	MAIN INMS Server	Knapps CPU Room	10/1/96	9/30/97	480.00
inms mouse	44093	IBM	Mouse	MAIN INMS Server	Knapps CPU Room	n/a	n/a	n/a
inms keyboard	5033621	IBM	Keyboard	MAIN INMS Server	Knapps CPU Room	n/a	n/a	n/a
external hd 5 inms	26-13452	IBM	Type 7204/010 External SCSI HD	MAIN INMS Server	Knapps CPU Room	10/1/96	9/30/97	840.00
external hd 4 inms	26-13451	IBM	Type 7204/010 External SCSI HD	MAIN INMS Server	Knapps CPU Room	10/1/96	9/30/97	840.00
external hd 3 server	26-13112	IBM	Type 7204/010 External SCSI HD	MAIN Security Server	Knapps CPU Room	10/1/96	9/30/97	840.00
external hd 2 server	26-13113	IBM	Type 7204/010 External SCSI HD	MAIN Security Server	Knapps CPU Room	10/1/96	9/30/97	840.00
Optivity Software	701625	SynOptics	S6-03 Software	INMS Software	Knapps CPU Room	n/a	n/a	n/a
netblazer1	28414004	Telebit	NetBlazer-40	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	855.00
T9000 Chassis	64100017	Telebit	Modem Chassis	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	86.00
T9000 Chassis	64150007	Telebit	Modem Chassis	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	86.00
T3000	314070217	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314070222	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314080120	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314080126	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314080140	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314110072	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320267	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320268	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320269	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320272	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320273	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320274	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320275	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
T3000	314320278	Telebit	T3000 Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	65.00
WorldBlazer	314100152	Telebit	WorldBlazer Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	81.00
WorldBlazer	314090038	Telebit	WorldBlazer Modem	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	81.00
xyplex1	243678	Xyplex	MaxServer MX-1600-04	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	803.00
xyplex2	243633	Xyplex	MaxServer MX-1600-04	MAIN Dial System	Knapps CPU Room	10/1/96	9/30/97	included
Comsphere 3000	3493679	ATT Paradyme	Comsphere 3000 Chassis	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	203.00
Modem 3811	3491310	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491318	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491312	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491300	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491325	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491306	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491302	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491345	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491317	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491360	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491348	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00
Modem 3811	3491343	ATT Paradyme	3811-B1-001 Modem	MAIN Dial System	Knapps CPU Room	1/1/97	9/30/97	263.00

B. Costs

One-time costs for this change order are as follows: \$26,278.00

C. Estimated Schedule

License and maintenance renewals to be ordered immediately upon receipt of ^{acceptance} the signed Change Order and receipt of State of Michigan Purchase Order.

of this change order.

Suzanne Lopez
1/24/97

III. State Authorization

Check One:

This order shall be performed for the benefit of the DMB Office of Information Technology (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 107

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

ISSC will provide vendor maintenance and support for the DCDS Server hardware and software products for the period from May 1, 1997 through September 30, 1997 as outlined in Section C. Costs of this Change Order.

B. Deliverables

Maintenance and support on the listed products from May 1, 1997 through September 30, 1997.

C. Costs

DCDS Hardware and Software Maintenance

Effective Dates: 5/1/97 to 9/30/97

System Handle: CPSUB/STMI-T520/3

Description of Hardware Support Services

HP support type 02G

HP System Support Priority Plus Level

Includes all features of hardware

Support 24 hours, 7 days a week

HP's best possible response with in 4 hours (100 miles)

Equipment included:

Item Nbr	Qty	Description	Serial Nbr	Unit List	Extended	Price
1	1	HP 9000 Model T520 Server 1 PA7150 CPU, 256 MB ECC memory, 16 port RS232 Modem	3610A03674	5,615.00	5,615.00	5,082.70
2	2	Additional PA715 CPU for T520 First Year System Support Add'l CPU		625.00	1,250.00	1,131.50
3	1	700/96 Console included with server English - US user manual	UST5470764	45.00	45.00	40.73
4	1	Dual I/O Channel Adapter for T500		-	-	-
5	1	256 MB Std ECC memory board		-	-	-
6	3	256 MB ECC mem board for mod T500		-	-	-
7	2	Factory 512 MB Mem for T500		-	-	-
8	4	HP-PB FWD SCSI-2 Host Adapt		-	-	-
9	2	16 meter std 19" rack		-	-	-
10	1	FDDI for HP/9000 incl. system license for T500, Dual attach FDDI interface, HP-UX 10.0 support, CD-ROM		250.00	250.00	226.30
11	4	High availability disk array model 20 with 20 2.1 GB modules, factory rackmount, additional power supply, second storage processor, battery backup unit	3613A06956 3613A06957 3611A06736 3611A06729	1,745.00	6,980.00	6,318.30
12	1	High availability disk array model 20 with 15 2.1 GB modules, factory rackmount, additional power supply, second storage processor, battery	3611A06730	1,745.00	1,745.00	1,579.57

	backup unit				
13	1 Add on 7200 RPM 2GB disk drive	USS3292368	-	-	-
14	1 LPQ 1200 Line Impact printer 1200	US05000220	575.00	575.00	520.49
15	2 48 GB DDS 2 DAT Autoloader	GB08001645	265.00	530.00	479.76
		GB08001639			
16	1 ENVIZEX 6MB X station with 6MB incl 19" 1280x1024 color monitor	CA62E93201	165.00	165.00	149.36
		EA28848301			
17	1 ENVIZE PC101/102 Keyboard kit incl.	EA28848303	-	-	-
18	1 HP X station with 2-MB memory incl		-	-	-
19	1 HP ENWARE 6.0 CD-ROM Media		-	-	-
20	1 Deltec UPS 10KVa with Battery under warranty from 3/7/96 through 3/6/01	952500/2CRP8/10			
	Total for Hardware Support			17,155.00	15,528.71

Description of Software Support Services

Support Identifier: CPSUB/STMI-T520/3

H5356A

HP System Support Services

OP3	4 Hr. on-site response 24x7
OP5	Network Support Declined
AAF	SW updates on CD-ROM
OBK	Manuals on both paper & CD-ROM
OMH	Additional systems in support group
OQG	24x365 Phone-in SW assist eligible products
503	T500/520/3-Way

Software Products Supported:

Product	Feature	Description	Qty
B3919AA		HP-UX 10.0 User License HP 9000 servers	1
B3919AA	AGS	HP-UX Unlimited User/Upgrade from 2 user	1
B3920AA		HP-UX 10.0 (B10 01) Media for servers	1
B3920AA	ABA	U S - English localization	1
B3921AA		HP-UX 10 01 Server Manuals	1
B3921AA	OBD	General Usage Manuals	1
B4966AA		MeasureWare Server Agt HP 9000 Server LTU	1
B4967AA		MeasureWare Server Agt HP 9000 Media & M	1
B3692AA		GlancePlus License for HP 9000 Servers	1
B3693AA		GlancePlus Media/Mnl for HP 9000 Servers	1
B2433BA		HP Micro Focus Developer Suite Media 800	1
B2433BB		HP Micro Focus Developer Suite LTU S800	1
B5449AA		HP Micro Focus Cobol Manuals	1
J2157A		HP FDDI/9000 for series 800	1

B1951AA	HP OV OmniBack II LTU Backup Mgr	2
B1954AA	HP OV OmniBack II LTU backup agent	1
B1957AA	HP OV OmniBack II Manuals US English	1
B3651FA	HP ENWARE 7.0 - CD-ROM Disc Media	1

Software Services Costs

Total for Software Support 3,360 3,041

Grand Total

\$18,569.71

III. State Authorization

Check One:

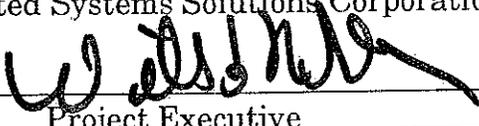
This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

None.

Integrated Systems Solutions Corporation

By: 
 Title: Project Executive
 Date: 3/7/97

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 113

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Scope

The State has requested ISSC to provide vendor maintenance and support for 46 State-owned copies of CTC Bridge licenses for the MIDB Workstations.

B. Deliverables

Vendor product maintenance and support for the period detailed for the listed product.

C. Costs

Change Order 108 covered most of the State's CTC Bridge licenses. The State has determined that they need an additional 46 CTC bridge licenses to be covered by vendor maintenance and support from 12/1/96 through 11/30/97.

Product	Licenses	Months	Maint Months	Maint Price Per License Per Month	Total Price
Core - CTC Bridge for Windows	46	12	552	1.78	982.56
Total					\$982.56

III. State Authorization

Check One:

This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

None

Integrated Systems Solutions Corporation

By: 
 Title: Project Executive
 Date: 4/29/97

Authorizing Agency (Department of Management and Budget)

By: _____
 Title: _____
 Date: _____

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 114

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

Termination for convenience: In accordance with Section 2.22d of the Contract, the State may terminate this change order, in whole or in part, at any time and for any reason without penalty (i.e., without liability for damages to ISSC or its subcontractor beyond the termination charges described in this paragraph) upon at least thirty (30) days prior written notice of termination to ISSC. If the State chooses to terminate this Change Order in part, the charges payable under this change order will be equitably adjusted to reflect those services that are terminated.

II. Description of Change

A. Scope of work

ISSC will extend services in Change Order 98 through the State's Fiscal Year ending 9/30/98 to MAIN staff and central control agency management in planning, developing, executing and documenting of MAIN FACS application programs. This will include verification and review of other vendor written code, the testing of production ready code, the finding and implementing of performance fixes, the fixing of functional program defects, the development of new programs where applicable, the development of new report retention procedures and the fixing of application program report defects.

Provide assistance to MAIN staff in measuring the results of performance fixes and the impact of enhancement fixes. Provide design assistance to the development of a system to track and evaluate the priority of the application workload.

Work will be performed by resources to be identified by ISSC and approved by the State of Michigan. Work will be performed under the direction of the State of Michigan.

B. Deliverables

Work results will be documented in biweekly status reports. A status report of the savings will be provided to the State on a quarterly basis.

C. Costs

Hours for each person are not to exceed an annual average of 45 hours per week. The table below defines the period of this change order for each person and the hourly rate per person.

<u>Name</u>	<u>Hourly Rate*</u>
Mike Junk	\$101.00
Satya Lanka	\$101.00
Sunit Patke	\$89.00
Sreenivas Reddy	\$79.00
Raju Avancha	\$79.00
Rashmi Redkar	\$79.00
Satyakant Evani	\$79.00
Sharmila Patke	\$79.00
Additional Analyst	\$101.00
Additional Tester	\$79.00
Additional Tester	\$79.00

This change order is subject to a \$1,300,000 (one million, three hundred dollars) maximum through the State's Fiscal Year Ending 9/30/98.

*Per Paragraph IV in Section C of the MAIN Contract, change order labor rates are subject to annual cost of living adjustments.

D. Schedule

Combined with Change Order 98, work will continue through September 30, 1998.

III. State Authorization

Check One:

This order shall be performed for the benefit of "AGENCY NAME GOES HERE" (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

NONE.

Integrated Systems Solutions Corporation

By: Walter S. B. [Signature]
Title: Project Executive
Date: May 8, 1997

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Joseph D. Chi Jr. [Signature]
Title: Director, Fed Acq Div.
Date: 6/23/97

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

April 3, 1997

CHANGE NOTICE NO. 36
 TO
 CONTRACT AGREEMENT NO. 071B4000144
 between Supersedes 0144
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	VENDOR NUMBER (2) 13-3616592
	BUYER (517) 335-0462 Christine Paul <i>CP</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
BPO PERIOD 22 Months From: December 1, 1993 To: September 30, 1999	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

Effective immediately, the attached Change Notices are incorporated into the contract:

- 1) Change #108 authorizes release of \$26,439.26 approved in Contract Change Notice #16 deliverable PDM-08 for \$3,377,236.00.**
- 2) Change #111 authorizes release of \$26,000.00 and 15% for expenses approved in Contract Change Notice #16 deliverable PDM-08 for \$3,477,236.00.**

AUTHORITY/REASON:

Per letters dated 3/18/97 and 3/5/97 from Ken Hendricks, Administration Director, MAIN.

TOTAL CONTRACT VALUE REMAINS: \$69,930,527.69

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 111

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

This change order is to provide the State of Michigan with a Business Impact Analysis (BIA) of a disaster affecting the Knapps Office Centre.

The Scope, Approach, Statement of Work, IBM (ISSC) and State of Michigan Responsibilities, Assumptions, Project Timeline, Completion Criteria and Charges may be found in attachment A to this change order.

III. State Authorization

Check One:

_____ This order shall be performed for the benefit of **** AGENCY NAME GOES HERE **** (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with respect to this Order and shall have the right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name

directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director.

X This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director.

IV. Attachments

Attachment A "Knapps Business Recovery Consulting Proposal" dated February 28, 1997.

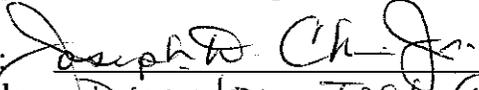
Integrated Systems Solutions Corporation

By: 
Title: Project Executive
Date: 2/28/97

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Director - Tech Acq. Div.
Date: 3/31/97

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 108

I. Effect on Contract

This Change authorization order (the "Order") is subject to all terms and conditions of the Contract for Technology Services (the "Contract") between the State of Michigan and Integrated Systems Solutions Corporation ("ISSC") dated December 1, 1993, and is issued in accordance with Section 2.1 of the Contract. Except as expressly specified in this Order, all terms and conditions of the Contract shall remain in full force and effect upon execution of this Order. This Order is not valid until it is executed in accordance with Section 2.1 of the Contract. In the event of any inconsistency or ambiguity between the terms and conditions of this Order and the terms and conditions of the Contract, the terms and conditions of this Order shall control.

II. Description of Change

A. Scope

ISSC will provide vendor maintenance and support for the MIDB Workstation Software Products.

The quantities of software were mutually agreed to between the State and ISSC.

B. Deliverables

Vendor product maintenance and support for the periods detailed for the listed products.

C. Costs

MIDB Workstation Maintenance from 12/01/96 through 11/30/97. Change Order 97 upgraded the bulk of the State's FTP licenses to OnNet through 11/30/97. This Change Order 108 covers the remaining products and additional upgrades.

<u>Product</u>	<u>Licenses</u>	<u>Months</u>	<u>Maint Months</u>	<u>Price per License Per Month</u>	<u>Total Price</u>
From Ascend Communications (formerly Intercon):					
Upgrade from TCP/ConnectII* to TCP/CONNECT4 Incl. Incl. Maintenance thr 11/30/97	57	12	684	4.22	2,886.48
From CORE Technology:					
Core- MACS*	12	12	144	1.78	256.32
Core - Windows*	928	12	11136	1.78	19,822.08
Core - Windows new per attached spreadsheet	99		1375	1.78	2,447.50
FROM FTP Software:					
FTP - OS2*	1	12	12	1.26	15.12
FTP - Upgrade to ON-NET Incl. Maintenance thr 11/30/97	561	12	6732	3.43	23,090.76
From Sterling Software:					
Clear Access Rebate per attached spreadsheet					(22,079.00)
(NOTE: This change order does not provide maintenance for Clear Access products. It is ISSC's understanding the State is working directly with Sterling Software to supply this maintenance.)					
			Total		\$26,439.26

*Quantities supplied by the State

III. State Authorization

Check One:

_____ This order shall be performed for the benefit of ***** AGENCY
NAME GOES HERE ***** (the "Authorizing Agency") and all
amounts to be paid to ISSC pursuant to this order shall be paid
solely from funds available to the Authorizing Agency. ISSC
hereby acknowledges that the Authorizing Agency is a Party to
the Contract solely with respect to this Order and shall have the
right to enforce the terms and conditions of this Order and the
Contract (insofar as they apply to this Order) in its own name

right to enforce the terms and conditions of this Order and the Contract (insofar as they apply to this Order) in its own name directly against ISSC. This order is not valid until signed by an authorized representative of the Authorizing agency and by the Purchasing Director

X This Order shall be performed for the benefit of the DMB and is not valid until signed by the Purchasing Director

IV. Attachments

CTC Core Detail
Sterling Clear Access Rebate Detail

Integrated Systems Solutions Corporation

By: Walter J. Keenan
Title: Project Executive
Date: 2/19/97

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Joseph D. Chen
Title: Director, Tech. Reg. Div.
Date: 3/31/97

CTC CORE

			CTC-W	CTC-W MAINT	Maint	
Agriculture	791P5000419	10/17/95	1	1	13	13
Auditor General	910N5000266	9/29/95	2	2	14	28
Corrections	472N5066564	9/29/95	1	1	14	14
DEQ	751P6000614	12/27/95	1	1	11	11
DEQ	761P6000326	9/19/96	1	1	14	14
DNR	751P5003553	9/29/95	1	1	14	14
DNR	751P5003587	10/17/95	1	1	13	13
DNR	751P5003389	10/17/95	8	8	13	104
Mental Health	391N5019546	9/26/95	75	75	14	1050
MESC	672N6000459	12/22/95	1	1	11	11
MESC	672N6001556	9/3/96	3	3	15	45
Senate	95-9-13-11 (P)	11/8/95	1	1	13	13
Senate	96-1-30-7	2/13/96	1	1	0	0
Senate	95-8-4-6	9/5/95	3	3	15	45
			100	100		1375

Sterling Clear Access Rebate Detail

Agency	Contract No	Date	Invoicing information		Invoice	Revised Pricing		Return
			ClearA	ClearMAIN		ClearA	ClearMAIN	
			\$ 410.00	\$ 75.00		\$ 107.00	\$ 16.05	
Military Affairs	511P6000937	9/3/96	2	2	\$970 MIDB443	\$ 214.00	\$ 32.10	\$ 246.10
Agriculture	791N6001191	9/3/96	3	3	\$1,455 MIDB440	\$ 321.00	\$ 48.15	\$ 369.15
Commerce	631P6001073	9/3/96	6	6	\$2,910 MIDB442	\$ 642.00	\$ 96.30	\$ 738.30
Commerce	631P6001111	9/3/96	1	1	\$485 MIDB441	\$ 107.00	\$ 16.05	\$ 123.05
Consumer & Industry Svc	631P6001237	9/17/96	1	1	\$485 MIDB455	\$ 107.00	\$ 16.05	\$ 123.05
Consumer & Industry Svc	631P6001239	9/17/96	1	1	\$485 MIDB456	\$ 107.00	\$ 16.05	\$ 123.05
Agriculture	791N6001349	9/17/96	2	2	\$970 MIDB454	\$ 214.00	\$ 32.10	\$ 246.10
DMB	071P6001729	9/17/96	5	5	\$2,425 MIDB453	\$ 535.00	\$ 80.25	\$ 615.25
Environmental Quality	761P6000326	9/19/96	1	1	\$485 MIDB458	\$ 107.00	\$ 16.05	\$ 123.05
Transportation	591P6000496	9/19/96	37	37	\$17,945 MIDB459	\$ 3,959.00	\$ 593.85	\$ 4,552.85
Community Health	391N6012730	9/19/96	2	2	\$970 MIDB457	\$ 214.00	\$ 32.10	\$ 246.10
Totals			61	61	\$29,585	\$6,527.00	\$979.05	\$7,506.05
								\$22,078.95

No. DMB 227A (Rev. 1/93)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with BPO terms
 and conditions and this notice may be considered in default of BPO.

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

February 21, 1997

CHANGE NOTICE NO. 35
TO
BLANKET PURCHASE ORDER NO. 071B4000144
between **Supersedes 0144**
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	VENDOR NUMBER (2) 13-3616592
	BUYER (517) 335-0462 Christine Paul <i>CPaul</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
BPO PERIOD 22 Months From: December 1, 1993 To: September 30, 1999	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">As Required</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CHANGE(S):

Effective immediately, the attached changes are incorporated into the contract.

AUTHORITY/REASON:

Vendor letter dated 2/12/97.

TOTAL CONTRACT VALUE REMAINS: \$69,930,527.69

**Integrated Systems Solutions Corporation
Labor Rates to Contract for Technology Services
for the MICHIGAN ADMINISTRATIVE INFORMATION NETWORK**

Dated December 1, 1993
between
The State of Michigan
Department of Management and Budget
and
Integrated Systems Solutions Corporation

Reference to Paragraph IV of the Amended and Restated Schedule C to this Contract, the following labor rates are effective April 1, 1997.

I. Internetwork Services

<u>Individual and/or Position</u>	<u>Contract Hourly Rate</u>
Consultant (Network)	\$248
Manager	158
Network Analyst	120
Programmer	103
Network Operations Specialist	89
Network Installation Specialist	85
Network Technician	63
Administrative Assistant	37

II. MIDB Services and all other Services

Consultant	\$248
Project Manager	158
Analyst	101
Database Analyst/	89
Programmer	79
Junior Programmer	63
Administrative Assistant	37