

**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 14, 1996

**CHANGE NOTICE NO. 22
 TO
 BLANKET PURCHASE ORDER NO. 071B4000144**

between

Supersedes Contract No. 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 <div style="background-color: black; width: 100px; height: 15px;"></div>
	BUYER (517) 373-7319 Billie Collins <i>OC</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):

The attached Change Authorization Orders 70, 74, 82, 83 and 84 are hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 1/25/96, 1/26/96, 1/31/96 and 2/9/96.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 70

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 100.8 additional gigabytes of HP disk and two DAT tape drives.

The new disks will be protected via the UPS previously installed with the last disk update.

B. Deliverables

Deliverables will be:

- 100.8 gigabytes of HP Disk
- 2 HP DAT tape drives
- HP Racks and cables
- One year of maintenance

C. Costs

Configuration and Services for the additional MIDB equipment:

100.8Gig Plus	List	Price
SCSI-2 Host adapter	\$1,295.00	\$1,027.71
Cable	\$100.00	\$79.36
System installation	\$291.00	\$229.08
Rack	\$2,450.00	\$1,944.32
Disk Arrays - 3	\$45,000.00	\$35,712.00
Disk Modules - 60	\$127,500.00	\$101,184.00
System Support	\$6534.00	\$5255.08
DAT Drive	\$4545.00	\$3606.91
DAT Drive - Expansion	\$2695.00	\$2138.75
Support	\$512.00	\$406.32
Shipping*	\$1,500.00	\$1,500.00
TOTAL	\$192,422.00	\$153,083.53

* 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 HP equipment and UPS 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 0144

Change Authorization Order Number 74

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

As per MAIN Technology's request, ISSC is prepared to deliver up to 20 copies of IBM's software product BOOK MANAGER READ FOR WINDOWS. The product number is 10h7605.

B. Deliverables

There are no additional deliverables for this change order.

C. Costs

The following cost is a one time cost.
20 copies of BOOK MANAGER READ FOR WINDOWS.

16 Copies @ \$87.00 per copy.
4 copies will be free.

TOTAL COST WILL BE \$1393.00

If this change is accepted, ISSC will provide four of the 20 copies free to MAIN as per the contract.

III. State Authorization

Check One:

This order shall be performed for the benefit of Department of Management and Budget (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.

34	1 HP ENWARE 6.0 CD-ROM Media X station software for HP workstations	854.00	854.00	677.73
35	4 SCSI cable 9 meter	120.00	480.00	434.50
36	2 SCSI cable 2.5 meter	140.00	280.00	253.46
37	Estimated Shipping*		10,000.00	10,000.00
38	Installation Management (80 hrs)	80 x \$150	12,000.00	12,000.00
39	1 Deltec UPS 10 Kva with battery		10,225.00	10,225.00
Totals			\$893,663.50	\$717,339.69

* The State will pay actual shipping costs. 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 HP equipment and UPS will be ordered, received, installed, and configured upon agreement to do so. The schedule will be based on the availability of the equipment from Hewlett Packard. Currently many of the items, including the processor, are listed as "to be advised" on Hewlett Packard's delivery schedule.

E. Assumptions

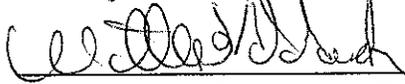
All people resource requirements needed to integrate this equipment into practical use as the HRS Server hardware will be accomplished via the State HRS team.

Check One:

- This order shall be performed for the benefit of Department of Management and Budget (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

IV. Attachments

Integrated Systems Solutions Corporation

By: 
Title: Outsourcing Contractor Representative, ISSC
Date: 11/15/95

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Dir. Tech. Acq.
Date: 2/15/96

CHANGE AUTHORIZATION ORDER FORM

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

Change Authorization Order Number 82

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 an HP-9000 T520 3-way system to support the MAIN-HRS Client Server Application.

B. Deliverables

Deliverables will be:

- One (1) HP-9000 T520 3-way System with 2 GB of Memory
- HP 159 GB usable DASD
- 2 HP Tape Drives
- Deltech UPS with Battery and 5-year Warranty
- One year of System Support which provides maintenance support 24 hours a day, 7 days a week.

C. Costs

Configuration and Services for the HRS Client Server equipment:

Item	Qty	Product Description	List Unit Price	Extended	State Price
1	1	HP 9000 Model T520 Server	154,111.00	154,111.00	122,302.49
2	2	Additional PA715 CPU for T520 (total 3)	35,600.00	71,200.00	56,504.32
3	1	HP-UX user manuals 10.0 English-US	195.00	195.00	154.75
4	1	HP9000 Server HP-UX Licenses & Media	13,900.00	13,900.00	11,031.04
5	1	700/96 Console included with server	-	-	-
6	1	Dual I/O Channel Adapter for T500	-	-	-
7	1	256 MB Std ECC memory board	-	-	-
8	3	256 MB ECC mem board for mod T500	28,160.00	84,480.00	67,043.33
9	2	Factory 512 MB Mem for T500	56,320.00	112,640.00	89,391.10
10	4	HP-PB FWD SCSI-2 Host Adapt	1,335.00	5,340.00	4,237.82
11	2	1.6 meter std 19" rack	2,450.00	4,900.00	3,888.64
12	1	External Stand alone CD-ROM	-	-	-
13	1	HP FDDI/9000 incl. Dual Attach	13,239.00	13,239.00	10,506.47
14	4	High availability disk array model 20 with 20 2.1 GB modules	69,518.00	278,072.00	220,677.94
15	1	Glance+Pac	230.00	230.00	208.20
16	1	Micro Focus Cobol developer's package for HP/9000	72.00	72.00	65.17
17	1	Tie-together kit	395.00	395.00	422.65
18	1	High availability disk array model 20 with 15 2.1 GB modules	60,763.00	60,763.00	48,221.52
19	1	Add on 7200 RPM 2GB disk drive	2,240.00	2,240.00	1,777.66
20	1	LPQ 1200 LPM Line Impact printer	16,521.00	16,521.00	13,111.07
21	1	Male to Female RS/232 cable	44.00	44.00	47.08
22	2	48 GB DDS 2 DAT Autoloader	7,268.00	14,536.00	11,535.77
23	1	Jumper power cord	15.50	15.50	16.59
24	1	HP-UX server documentation for 10 01, manuals on CD-ROM 4 User License	2,870.00	2,870.00	2,277.63
25	1	Glance+Pak license for use on Tier 3	9,610.00	9,610.00	8,698.97
26	1	HP OV Omniback II license incl. support of one concurrent drive	3,890.00	3,890.00	3,087.10
27	1	HP OV Omniback II license incl. support of one concurrent drive	3,760.00	3,760.00	2,983.94
28	1	HP Openview Omniback II license	336.00	336.00	266.65
29	1	HP Openview Omniback II manual	250.00	250.00	198.40
30	1	COBOL/HP-UX Micro Focus Developer LTU for series 800	1,438.00	1,438.00	1,301.68
31	1	ENVIZEX 6MB X station with 6MB incl. 19" 1280x1024 color monitor	4,359.00	4,359.00	3,459.30
32	1	ENVIZE PC101/102 Keyboard kit	105.00	105.00	83.33
33	1	HP X station with 2-MB memory	313.00	313.00	248.40

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

IV. Attachments

Integrated Systems Solutions Corporation

By: W. Allen [Signature]
Title: ISSC Project Manager
Date: Jan 23, 1996

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: [Signature]
Title: Dir. Tech. Acq.
Date: 2/5/96

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 83

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 a T520/3-way processor equipment upgrade to the MIDB Server.

B. Deliverables

Deliverables will be:

- Model 890 to Model T520 CPU upgrade
- Upgrade from a 2 CPU 890 to a 2 CPU T520
- Upgrade from a 2 CPU T520 to a 3 CPU T520
- One year of maintenance

C. Costs

Configuration and Services for the additional MIDB equipment:

<u>Description</u>	<u>Cost</u>
Model 890 to T520 upgrade	\$-0-
Upgrade from 2 CPU 890 to 2 CPU T520	\$-0-
Upgrade from a 2 CPU T520 to a 3 CPU T520	\$-0-
One year of Maintenance	\$-0-
Shipping	\$-0-
TOTAL	\$ -0-

D. Schedule

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

E. Assumptions

1. All 890 CPU boards will be returned to ISSC
2. The State understands and agrees that, by accepting this change order, ISSC has completely fulfilled its obligations under Paragraph 8 of Amendment No. 1 to the Contract dated December 1, 1993 between the State of Michigan Department of Management and Budget and Integrated Systems Solutions Corporation. Said Paragraph is found on Page 5 of the Amendment.
3. The State is responsible to plan and implement any required software modification including HP UX 10.01 prior to the installation of this upgrade.
4. All people resource requirements needed to integrate this equipment into practical use as MIDB hardware will be accomplished via the State MIDB team.

Check One:

This order shall be performed for the benefit of Department of Management and Budget (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

Integrated Systems Solutions Corporation

By: 
Title: Outsourcing Contractor Representative, ISSC
Date: Jan 8, 1996

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Dir. Tech. Acq.
Date: 2/15/96

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 084

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 respond to beeper calls to provide assistance to State of Michigan MAIN Staff and Office of Financial Management in support of documenting the 120 day report.

Beeper will be carried by Mike Junk or Satya Lanka according to the attached Schedule.

Messrs. Junk and Lanka will attempt to respond to the State's needs within their knowledge and expertise. They may request the support of State Staff to interpret the request.

B. Deliverables

Actual beeper calls will be documented in biweekly status reports.

C. Costs

The cost for this additional coverage shall be \$2000.00. This is a one-time charge for the period specified below in "D. Schedule".

In addition, the State will pay for the actual hours that Messrs. Junk and Lanka expend supporting the State. These actual hours will be billed under the existing ISSC change order number 67.

D. Schedule

Pager will be carried and responded to from 5 AM to 11 PM each day as follows:

January 20 - 24	Mike Junk
January 25 - 26	Satya Lanka
January 27 - 29	Mike Junk

This is a one time offer which may not be extended beyond the dates of this change order.

III. State Authorization

Check One:

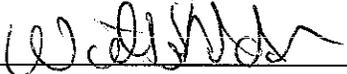
_____ This order shall be performed for the benefit of "AGENCY NAME GOES HERE" (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the 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

NONE

Integrated Systems Solutions Corporation

By: 
Title: Project Manager
Date: 1/22/96

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Dir. Tech. Acq.
Date: 2/15/96

Form No. DMB 234A (Rev. 3/92)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with contract terms
 and conditions and this notice may be considered in default of
 contract

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

January 18, 1996

**CHANGE NOTICE NO. 21
 TO
 CONTRACT AGREEMENT NO. 071B4000144
 between Supersedes Contract No. 0144
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div>
	BUYER Unit 9 Billie Collins <i>Bc</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT 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):

The attached Change Authorization Order 73 is hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 1/5/96.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 073

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

Provide assistance to Project MAIN staff in the area of MIDB DEF.

The services of Pratap Seetharaman will be performed full time from October 1, 1995 to September 30, 1996. Pratap will work under the direction of Mary Castronova.

The services of Navin Jain will be performed from October 1, 1995 to December 31, 1995. Navin will be made available, at the request of the State, on Monday morning to assist with problem determination for the MIDB DEF. Navin will also be made available for emergency

calls during this period. Navin will work under the direction of Mary Castronova.

B. Deliverables

Work results will be documented in biweekly status reports.

C. Costs

The table below defines the period of this change order for each person and the hourly rate per person.

Name	Period of service	Hourly Rate
Pratap Seetharaman	10/1/95 to 9/30/96	\$60.00
Navin Jain	10/1/95 to 12/31/95	\$85.00

Total cost for this change order is not to exceed \$ 129,220

D. Schedule

Work will begin on October 1, 1995. Pratap Seetharaman's work will end on September 30, 1996. Navin Jain's work will end on December 31, 1995.

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: *[Signature]*
Title: *CEO*
Date: *12/14/95*

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: *[Signature]*
Title: *Dir. Tech. Acq.*
Date: *1/13/96*

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

January 4, 1996

**CHANGE NOTICE NO. 20
 TO
 CONTRACT AGREEMENT NO. 071B4000144
 between Supersedes Contract No. 0144
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900 FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px; margin: 2px 0;"></div> BUYER Unit 9 Billie Collins <i>BC</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT 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):

The attached Change Authorization Order 81 is hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 12/28/95.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 81

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

1) License for Oracle7 for the State of Michigan Time and Attendance Application on a HP T500/3 way processor for 1,000 concurrent users and one year of support/maintenance at the Oracle Bronze level. This new Oracle license is application deployment specific for the State's Time and Attendance system. It is restricted for use of the specific server for this application only.

2) Upgrade of the Oracle license currently in use on the MIDB to include the Parallel Query Option for 1,000 concurrent users and one year of support/maintenance at the Oracle Bronze level for this option.

This pricing is offered based on the State's previous 'box based' purchase for the MIDB. Oracle no longer supports maximum box pricing.

B. Deliverables

Licenses for the Oracle products selected that include media and appropriate documentation will be delivered along with one year of Oracle Bronze level support. Bronze level support is consistent with the existing MIDB Oracle support.

C. Costs

Oracle license for T520/3way HRS Time and Attendance Application

Product	Qty	Unit	Extended	Discount	Price
	CC	Price	List Price		
Oracle 7	1,000	1,600	1,600,000		
SQL*NET	1,000	500	500,000		
TOTAL			\$2,100,000	\$1,429,081	\$670,919
Bronze Support	1,000	330	\$330,000	\$204,315	\$125,685
GRAND TOTAL			\$2,430,000	\$1,633,396	\$796,604

Upgrade of Oracle license for MIDB system to Parallel Query Option

Product	Qty	Unit	Extended	Discount	Price
	CC	Price	List Price		
Parallel Query	1,000	595	\$595,000	\$394,448	\$200,552
Bronze Support	1,000	100	\$100,000	\$57,979	\$42,021
GRAND TOTAL			\$695,000	\$452,427	\$242,573

These prices are only valid through Wednesday, December 20, 1995.

III. State Authorization

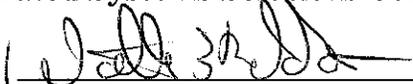
Check One:

This order shall be performed for the benefit of Department of Management and Budget (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

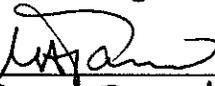
Integrated Systems Solutions Corporation

By: 
Title: Outsourcing Contractor Representative, ISSC
Date: 12/19/95

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Dir. Tech Acq. Div.
Date: 1/8/96

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

October 16, 1995

**CHANGE NOTICE NO. 19
 TO
 CONTRACT AGREEMENT NO. 071B4000144**

Supersedes Contract No. 0144

**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div>
	BUYER Unit 9 Billie Collins <i>BC</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT 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):

The attached Change Authorization Orders 67, 68, and 69 are hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 10/5/95.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 067

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

Provide assistance to Project MAIN staff and central control agency management in planning, developing, executing and documenting of MAIN FACS verification and testing.

Work will be performed by Mark Rader, Mike Junk, and Satya Lanka under the direction of Linda Pigue, Manager, MAIN FACS Section.

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.

Name	Period of service	Hourly Rate
Mark Rader	10/1/95 to 9/30/96	\$96.00
Mike Junk	10/1/95 to 9/30/96	\$96.00
Satya Lanka	9/18/95 to 9/30/96	\$75.00

Total cost for this change order is not to exceed \$ 631,530.00.

D. Schedule

Work will begin on September 18, 1995 and be completed on September 30, 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 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.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 68

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 MAIN Technology RFP requested ISSC to provide production control methodologies and services to support the implementation of the MAIN application software (R*STARS, ADPICS, and BPREP).

Migration services were to be provided for these applications between Development, Education, Acceptance Test, Interface and Production environments. The objective of this change order is to authorize ISSC to provide extended migration support services.

B. Deliverables

a) There are no additional deliverables for this change order.

C. Costs

The following costs are per week for as long as coverage is required.

1) One DBA	20 Hrs at \$85	\$1,700
2) One Production Control	20 Hrs at \$85	\$1,700
3) Scheduling	15 Hrs at \$85	\$1,275
4) Project Management	10 Hrs at \$150	\$1,500
Total Weekly Cost		\$6,175

The following are the persons executing in these positions but are not depicted to connote key individuals.

DBA	Horace Brice	Corky Fransen
Production Control	MariAn Wiley	Joey Bates
Scheduling	Drew Peterson	Joey Bates
Project Management	Alan Mainero	

D. Schedule

This extended coverage is to provide migration services that can react 24 hours per day, seven days a week. This service will begin September 11, 1995 and execute through October 15, 1995. The service may be discontinued or extended beyond October 15, 1995 on two weeks' written notice from the State.

III. State Authorization

Check One:

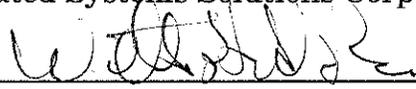
- This order shall be performed for the benefit of Department of Management and Budget (the "Authorizing Agency") and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party 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

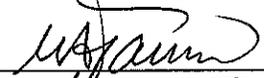
Integrated Systems Solutions Corporation

By: 
Title: Outsourcing Contractor Representative, ISSC
Date: 9-21-95

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Mgr IT
Date: 10/13/95

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 69

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 MAIN Technology RFP requested ISSC to provide production control methodologies and services to support the implementation of the MAIN application software (R*STARS, ADPICS, and BPREP).

Migration services were to be provided for these applications between Development, Education, Acceptance Test, Interface and Production environments. The objective of this change order is to authorize ISSC to provide librarian support services.

B. Deliverables

a) There are no additional deliverables for this change order.

C. Costs

The following costs are per week for as long as coverage is required.

1) Librarian	40 Hrs at \$85	\$3,400
Total Weekly Cost		\$3,400

The following are the persons executing in these positions but are not depicted to connote key individuals.

Librarian Mari An Wiley

D. Schedule

This extended coverage is to provide librarian services. This service will begin September 11, 1995 and execute through December 31, 1995. The service may be discontinued or extended beyond December 31, 1995 on written notice from the State.

III. State Authorization

Check One:

X This order shall be performed for the benefit of Department of Management and Budget (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.

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

August 30, 1995

**CHANGE NOTICE NO. 18
 TO
 CONTRACT AGREEMENT NO. 071B4000144**

Supersedes Contract No. 0144

**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div>
	BUYER Unit 9 Billie Collins <i>BC</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services - DMB	
CONTRACT 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):

Contract term for Internetwork and MIDB operations extended to September 30, 1997.

Contract term for processing operations services extended to September 30, 1999.

AUTHORITY/REASON: Agency request 8/15/95.

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

June 21, 1995

**CHANGE NOTICE NO. 17
 TO
 CONTRACT AGREEMENT NO. 071B4000144
 between Supersedes Contract No. 0144
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900 FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px; margin: 2px 0;"></div> BUYER Unit 9 Billie Collins <i>BC</i>
NIGP # Michigan Administrative Information Network (MAIN) Technology Services Department of Management and Budget	
CONTRACT PERIOD 22 Months From: December 1, 1993 To: September 30, 1995	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

**The attached Change Authorization Order 50 is hereby incorporated
 as part of the contract.**

AUTHORITY/REASON: Agency request 6/13/95.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 50

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

The purpose of this order is to authorize ISSC to install, test and benchmark BMC Software's Unload Plus, Copy Plus, Reorg Plus, Recovery Plus and Change Manager. ISSC will install the software and provide for the testing and benchmarking of the software. The State will have until June 15, 1995 to evaluate the BMC software and decide if all or some of the products will be put into production. The State will be charged for the installation, testing and benchmarking, but will not be charged for the software if the State provides written notice by June 15, 1995 to ISSC of its decision not to purchase any or all of the BMC products.

If the State accepts this change order, ISSC will provide the State with the licensed use of a software product called StopX37 at no cost to the State provided the State pays the annual license fee. The one-time price of this product and the annual maintenance fee is listed in the Costs section of this change authorization.

A brief description of these products is listed below:

BMC Copy Plus and Unload Plus will be used as part of the nightly batch process of doing an image copy and for unloads of the database. The

BMC software has been designed to work with DB2 to enhance these procedures.

BMC Reorg Plus is a utility designed to reorganize DB2 tables. The use of this utility would allow for more frequent reorganizations of R★STARS tables.

BMC Recovery Manager is an automated recovery utility. It will analyze the situation and generate optimized job streams to speed up recovery.

BMC Change Manager helps to maintain multiple database images. It allows changes to selected DB2 subsystems (regions) and keeps track of all versions.

StopX37 is invoked whenever a batch job is about to run out of disk space. StopX37 then analyzes the selection rules to allocate additional disk space to the job. This product has been installed since November 1994 and has prevented all but one disk space allocation abend.

A. Scope

As part of this change order ISSC will:

1. Install, test and benchmark the following BMC software:
 - A. Unload Plus
 - B. Copy Plus
 - C. Reorg Plus
 - D. Recovery Plus
 - E. Change Manager
2. Share and discuss the benchmark results with the State to determine which BMC products should be implemented
3. Install and implement StopX37

B. Deliverables

Implementation of BMC and StopX37 utilities.

C. Costs

ISSC will install, test and benchmark of the BMC software. The State will be responsible for the license fees if the State accepts the software. The charges are as follows:

Labor Charges	Set-up Hours	Hourly Price	Total Price
BMC Unload+			
Install	8	\$ 96.00	\$ 768.00
Testing	15	\$ 85.00	\$ 1,275.00
Benchmark	10	\$ 85.00	\$ 850.00
Total Unload+	33		\$ 2,893.00
BMC Copy+			
Install	8	\$ 96.00	\$ 768.00
Testing	15	\$ 85.00	\$ 1,275.00
Benchmark	10	\$ 85.00	\$ 850.00
Total Copy+	33		\$ 2,893.00
BMC Reorg+			
Install	8	\$ 96.00	\$ 768.00
Testing	35	\$ 85.00	\$ 2,975.00
Benchmark	25	\$ 85.00	\$ 2,125.00
Total Reorg+	68		\$ 5,868.00
BMC Recov+			
Install	8	\$ 96.00	\$ 768.00
Testing	25	\$ 85.00	\$ 2,125.00
Benchmark	20	\$ 85.00	\$ 1,700.00
Total Recov+	53		\$ 4,593.00
BMC ChgMgr+			
Install	8	\$ 96.00	\$ 768.00
Testing	15	\$ 85.00	\$ 1,275.00
Benchmark	10	\$ 85.00	\$ 850.00
Total ChgMgr+	33		\$ 2,893.00
Project Management	22	\$ 150.00	\$ 3,300.00
Labor Total	242		\$ 22,440.00

Software Charges:

Software Charges	One Time Cost	Annual Maintenance ^{1,2}
BMC Copy Plus	\$48,417.00	\$9,683.50
BMC Reorg Plus	\$60,722.00	\$12,144.50
BMC Unload Plus	\$60,722.00	\$12,144.50
BMC Recovery Manager	\$58,047.00	\$11,609.50
BMC Change Manager	\$98,975.00	\$19,795.00
StopX37	\$21,534.00 ³	\$6,955.00
Software Totals	\$326,883.00	\$72,332.00

1. Current annual maintenance for BMC Software and StopX, respectively.

2. 1996 and 1997 maintenance fees to be paid by ISSC.

3. StopX37 cost is not included in the total one-time cost.

The State will be responsible for all other fees on an on-going basis. All software license fees are for Model Group 80 processor.

D. Schedule

1. Change order approved	3/15/95	
2. BMC Products installed	2/15/95	3/15/95
3. State and ISSC testing of products	3/15/95	4/15/95
4. Rollout to State	4/15/95	
5. Evaluate/Benchmark Products	4/15/95	5/30/95
6. Identify products to keep	6/15/95	
7. Remove BMC products if necessary	6/15/95	7/15/95

III. State Authorization

Check One:

_____ This order shall be performed for the benefit of the Department of Management and Budget (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

Integrated Systems Solutions Corporation

By: William J. McLeod
Title: Outsourcing Contractor Representative, ISSC
Date: May 11/1995

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: Raymond
Title: Ag. Info Tech
Date: 6/21/95

J 234A (Rev. 3/92)
 PRIORITY: Act 421 of 1994
 COMPLETION: Required
 LIABILITY: Failure to deliver in accordance with contract terms
 one party's failure to perform may be considered in default of
 contract

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909

June 8, 1995

CHANGE NOTICE NO. 16
 TO
 CONTRACT AGREEMENT NO. 071B4000144

between

Supersedes Contract No. 0144

THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	FEDERAL I.D. NUMBER 
	BUYER Unit 9 Billie Collins <i>bc</i>
COMMODITY #7099-0000 BID LIST #9893 Michigan Administrative Information Network (MAIN) Technology Services Department of Management and Budget	
CONTRACT PERIOD 22 Months From: December 1, 1993 To: September 30, 1995	
TERMS Net 30 Days	SHIPMENT As Required
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

CHANGE(S):

The attached Amendment No. 1 is hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 6/2/95.



Contract Number: 0144

Amendment No. 1 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, 1995



Amendment No. 1

This is Amendment No. 1 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 the volume of Processing Operations Services that will be required to operate the MAIN Application Software will be substantially greater than the volume anticipated by the Parties at the time they entered into the Contract and for which the Contract specifies the pricing;

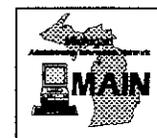
WHEREAS, the Parties desire to specify the pricing for the volume of Processing Operations Services that they currently expect to be required during the Term of the Contract and to amend the pricing provisions of the Contract in certain respects;

WHEREAS, the Parties desire to clarify certain of their respective roles and responsibilities under the Contract; and

WHEREAS, the Parties desire to complete the preparation and execution of a Service Level Agreement that will establish standards of performance of the Services by ISSC;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree to amend the Contract as follows:

1. Subsection 2.7(b)(2) is hereby amended by substituting \$25,000 in place of \$100,000 as the amount of liquidated damages for each occurrence of an Unauthorized Removal
2. Subsection 2.10(a) is hereby amended as follows:
 - A. Schedule J is hereby replaced in its entirety with the new version attached and labeled as "Amended and Restated as of May 31, 1995"
 - B. ISSC and the State agree to reconsider from time to time and, as appropriate, to modify Schedule J as necessary to reflect the replacement of any Key Personnel listed on Schedule J or to add the names of any ISSC or contractor personnel who have assumed significant responsibility for managing the provision of the Services or who have acquired a sufficient amount of technical knowledge about the Services and/or the State's



operating and user environments that the removal or reassignment of such person would materially disrupt the ongoing provision of the Services

- C. In the case of any subcontractors of ISSC who are identified on Schedule J as Key Personnel, ISSC agrees to make reasonable efforts to prevent the removal or reassignment of such subcontractor Key Personnel without the State's approval and agrees that, in any event, no such subcontractor Key Personnel will be removed or reassigned without at least one month's advance notice to the State.
- D. In the case of any subcontractor personnel who are engaged by ISSC to provide services to the State on a time-and-materials basis, ISSC agrees that such subcontractor personnel will not be removed or reassigned from the State's work without at least one month's advance notice to the State. In return, the State agrees that if it directs ISSC to terminate the engagement of any subcontractor personnel on less than one month's notice, other than for good cause, the State shall be liable for reimbursing ISSC for any early termination penalties paid by ISSC to the subcontracting firm in respect of such termination, in an amount not to exceed \$12,500 per person.

3. Section 2 25 is hereby amended and restated to read as follows:

"Neither Party will be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the State to perform its material responsibilities under this Contract (either itself or through another contractor); or any other cause beyond the reasonable control of such Party; provided the non-performing Party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. In such event, the non-performing Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such Party promptly notifies the other Party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation. If any of the above-enumerated circumstances substantially prevent, hinder, or delay performance of the Services necessary for the performance of the State's functions for more than three (3) consecutive days, and the State determines that performance is not likely to be resumed within a



period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure such services from an alternate source and pay for such third-party services directly in lieu of paying ISSC; (b) the State may terminate any portion of this Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those terminated services; or (c) this Contract will terminate without liability of the State to ISSC as of a date specified by the State in a written notice of termination to ISSC. ISSC will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by ISSC which are caused by acts or omissions of its subcontractors will not relieve ISSC of its obligations under this Contract except to the extent that a subcontractor is itself subject to an excusable failure condition described above and ISSC cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

- 4 ISSC agrees that if the performance of the Services is interrupted due to the failure of any equipment and/or systems used to provide the Services, and if such interruption can be overcome by ISSC's use of excess equipment and/or systems capacity within its Boulder, Colorado data center, ISSC shall be obligated to utilize such excess capacity on a best-efforts basis to resume provision of the Services at levels involving the use of up to 1,000 Application CPU Hours per month. ISSC also agrees to keep open for acceptance by the State until at least October 1, 1995, the Business Recovery Services offer and prices presented by ISSC to State representatives on March 17, 1995.
- 5 Paragraph (ap) of Article 4 is hereby amended and restated to read as follows:
 - (ap) "Operating Environments" shall mean the following separate mainframe computer environments to be provided by ISSC as part of the Processing Services: (i) Development Environment or DMAIN; (ii) Acceptance Testing Environment or TMAIN; (iii) Training Environment or EMAIN; (iv) Production Environment or PMAIN; and (v) Interface Environment or IMAIN; each as described in the Technology RFP, the Contract (including duly issued Change Orders) and/or written Deliverables provided pursuant to the Contract."
- 6 ISSC acknowledges and confirms that it is not entitled to charge the State additional amounts for providing an additional Operating Environment should it become necessary for ISSC to provide the Services in accordance with the requirements of the Contract, except that ISSC may charge the State at the



Change Order Labor Rates for a reasonable amount of labor to initially set up and configure any such additional Operating Environments.

- 7 ISSC acknowledges and confirms that, as part of ISSC's responsibility for providing the Processing Operations Services, it is responsible for implementing the "ChangeMan" tools (or another set of tools reasonably acceptable to the State) in a reasonable way to manage and maintain software configuration and version control and manage the migration of Application Software between Operating Environments. ISSC agrees to implement the ChangeMan tools in such a way as to best facilitate the achievement of the objectives set forth in Section 1.2 of the Contract.
- 8 ISSC acknowledges and confirms that, as part of ISSC's responsibility for providing the Hardware and Software for the MIDB, ISSC is responsible for providing Hardware with adequate capacity to serve 2000 users (1,500 users requiring Information Access Tools (1,250 using PCs and 250 using Macintosh computers) and an additional 500 users requiring access to the Executive Information System (350 using PCs and 150 using Macintosh computers)), or as many as are in place by December 31, 1995, 1000 concurrently, while achieving reasonable response times. The Parties agree to cooperate in good faith to develop reasonable response time standards and a process for assessing the adequacy of the MIDB Hardware and Software.
- 9 Schedule B and its Attachments are hereby amended and restated in their entirety in the form attached and labeled as "Amended and Restated as of May 31, 1995".
- 10 Schedule C and its Attachments are hereby amended and restated in their entirety in the form attached and labeled as "Amended and Restated as of May 31, 1995".
- 11 The State acknowledges and confirms that the State has retained primary responsibility for managing and operating the MIDB, with operations and maintenance support to be provided by ISSC in the form of dedicated personnel who will work under the general direction of the State.
- 12 ISSC agrees that, subject to ISSC's need to conduct systems maintenance activities during a regularly scheduled weekend maintenance window, ISSC will make the MAIN on-line systems available to State users on Saturdays at the State's request. ISSC agrees further that it will make reasonable efforts to accommodate State requests that ISSC cancel or re-schedule the performance of planned maintenance in order to accommodate the State's processing requirements.
- 13 ISSC agrees to provide to the State the Macintosh computer, printer and software used in the development and support of the Executive Information System and Information Access Tools.



14. Schedule K, Section III B is hereby deleted in its entirety and replaced with the caption "[Intentionally Omitted]."
15. The parties mutually agree that the accompanying pricing schedules reflect the elimination of the following commercial software products (and any associated Deliverables):

NQS/370
QQF/Compile
DPAM

Except as modified by this Amendment No 1, all terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No 1 to be executed by their duly authorized representatives on the date indicated, effective as of May 31, 1995.

State of Michigan

Integrated Systems Solutions Corporation

By Michael A. Tanner
Name: Michael A. Tanner
Title: Mgr. Info. Tech.
Date: 6/8/95

By: Roger A. Downing
Name: ROGER A. DOWNING
Title: CLIENT SOLUTIONS EXECUTIVE
Date: 06/01/95

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Schedule B

(Amended and Restated as of May 31, 1995)

SERVICE LEVEL AGREEMENT FOR PROCESSING SERVICES

I. INTRODUCTION

- A. **General** This Schedule B sets forth the quantitative standards applicable to ISSC's performance of the Processing Services. Such standards consist of: (1) Performance Standards (defined below) which ISSC is required to meet during the Term of the Contract; (2) Minimum Performance Standards (defined below) in respect of which ISSC will pay the State Service Credits (defined below) if ISSC's performance of any covered Service fails to meet or exceed the applicable Minimum Performance Standard; and (3) Incentive Performance Standards (defined below) in respect of which ISSC may be entitled to Service Incentives (defined below) if ISSC's performance of the Processing Services meets or exceeds the Incentive Performance Standards. The Performance Standards, Minimum Performance Standards and Incentive Performance Standards are referred to collectively as the "Standards."

Section II below contains definitions of terms used in this Schedule B. Section III of this Schedule B describes certain quantitative Performance Standards applicable to the Processing Services. Section III also references the tables of Standards set forth in Attachment B-1 to this Schedule with respect to each Service. Section IV of this Schedule B describes how Service Credits are assessed. Section V of this Schedule B describes how Service Incentives are earned and redeemed.

B. Reporting and Meetings.

1. Accompanying its monthly invoice specified by the Contract, ISSC shall submit to the State a report, in a form approved by the State, assessing ISSC's performance during the previous month against the Standards (the "Performance Standard Attainment Report"). ISSC shall also be responsible for reporting problems that reasonably could be expected to have a material adverse effect on State operations within two (2) Business Days of ISSC becoming aware of any such problem. In addition, ISSC shall provide other reports daily, weekly, monthly and/or annually as agreed to by the Parties. Designated State representatives shall have access to the State of Michigan Service Level Graphics ("SLG").
2. A formal management group will be set up between the Parties to monitor and manage the performance of the Processing Services with respect to the Performance Standards. This group may include the Outsourcing



Contractor Representative, Account Manager, a KPMG Peat Marwick representative, a Spectrum Consulting Group, Inc. representative and the State Outsourcing Contractor Manager or their designees. This group will meet on a regular basis to review the Performance Standard Attainment report

- C. **Responsibilities**. ISSC shall promptly investigate and correct failures to meet Performance Standards by: (1) providing the State with daily performance reporting for the deficient Processing Services; (2) initiating investigations of problems to identify root causes of failures; (3) making written recommendations to the State, including the actions proposed by ISSC and the State, for improvement in procedures; and (4) executing and reporting on such corrective actions. Furthermore, ISSC shall minimize recurrences of such failures for which it is responsible. The State shall use reasonable efforts to correct and minimize the recurrence of problems for which the State is responsible and which prevent ISSC from meeting the Performance Standards.
- D. **Validation Period**. During the month of May 1995 (the "Validation Period"), ISSC will use standard measurement tools to monitor its performance of the Processing Services relative to the Performance Standards set forth in this Schedule B. If any of the actual performance levels measured during the Validation Period, as represented by the average of the performance level results, are better than the corresponding Performance Standards set forth in this Schedule B, the applicable Standards shall be revised to be more stringent as mutually agreed by the State and ISSC based on such actual performance levels. If any of the actual performance levels measured during the Validation Period, as represented by the average of the performance level results, fail to meet the corresponding Performance Standards set forth in this Schedule B, and such failures cannot be corrected by any commercially reasonable actions available to ISSC, then the State shall consider in good faith any requests by ISSC to revise failed Performance Standards to be less stringent. ISSC shall promptly respond to any appropriate adjustments to the Standards requested by the State pursuant to this Section I.D. ISSC shall not owe Service Credits to the State for ISSC's failure to meet any of the Minimum Performance Standards during the Validation Period, provided that, during the Validation Period, ISSC will use its best commercial efforts to minimize disruptions to the provision of the Processing Services during the applicable hours of Scheduled Uptime (defined below) and to maintain as close conformance with the Performance Standards as is reasonably possible.
- E. **Force Majeure**. Notwithstanding the foregoing, ISSC shall not be obligated to pay any Service Credits to the State with respect to any failure to meet the Minimum Performance Standards to the extent that such failure is excused by a force majeure event under Section 2.25 of the Contract; provided, however, that



ISSC shall not be excused for a force majeure event to the extent that it is due to ISSC's failure to exercise due care in performing the Processing Services, including without limitation ISSC's obligation to provide proper preventive and remedial maintenance for the Hardware and Software

- F. **Future Changes** In the event that any MAIN Platform or the Internetwork (or any component of any of the foregoing) is changed, augmented or replaced during the Term of the Contract such that (1) any of the existing Standards become inapplicable or inappropriately stringent or lenient, or (2) new Standards would be applicable or more appropriate, the Parties shall mutually assess the need to make changes to the Standards and shall work together in good faith to agree upon adjustments to, replacement of, or augmentation of, the Standards as appropriate. The State may, upon the request of ISSC, deem the first full calendar month in which a new Standard takes effect to be a Validation Period with respect to such new Standard only. Without limiting the generality of the foregoing, commencing with September 1995, and in each September thereafter, the Parties shall perform an assessment of the Standards as described herein.
- G. **References to Time Periods** Unless otherwise specified below in a particular instance, all references (i) to time shall be local time in Lansing, and (ii) to months shall be to calendar months during the Term (including any portions thereof)
- H. **Excusable Downtime Resolution Process.**
1. Prior to, and apart from, submitting to the State, as part of the invoicing process described in Section 2.3 of the Agreement, the Performance Standard Attainment Report assessing ISSC's performance during the previous month against the Standards, ISSC shall review all interruptions in availability of the Environments within Scheduled Hours during such month and provide to the State an initial determination as to whether any or all of the downtime resulting from such interruptions should be deemed Excusable Downtime. The State, taking into consideration ISSC's initial determination (and discussions with ISSC regarding such determination) shall make a final determination as to the downtime, if any, that shall be deemed Excusable Downtime. All final reports or set of reports assessing ISSC's performance against the Standards (including without limitation the Performance Standard Attainment Report) shall factor in the State's determination of Excusable Downtime.
 2. The Parties shall make their determination as to whether downtime is Excusable Downtime based on mutually agreed upon guidelines which include, but are not limited to, those listed below



- a) Downtime caused by a high volume of Expedited/Emergency Changes shall be deemed Excusable Downtime as follows. If during any month ISSC carries out greater than twenty-two (22) Expedited/Emergency Changes at the State's request, any downtime caused as a result of such Expedited/Emergency Changes shall be deemed Excusable Downtime.
 - b) Downtime requested by the State during Scheduled Hours that is not Scheduled Downtime (e.g., reducing scheduled hours of production) shall be deemed Excusable Downtime.
 - c) Downtime caused by an error in the design or programming of Application Software for which the State or another of its contractors has maintenance responsibility (i.e., the FACS Application Software) shall be deemed Excusable Downtime.
 - d) Contiguous blocks of downtime may be parsed into Excusable Downtime and non-Excusable Downtime. This may occur when the State requires that ISSC not restore the availability of an Environment (or Region thereof) that is down and the downtime is non-Excusable Downtime. Periods of time following the point where ISSC believes in good faith that the availability of such Environment (or Region thereof) can be restored without adverse impact to the State, but during which ISSC is prevented from restoring such availability by the State, shall be deemed Excusable Downtime if and to the extent the State does not respond in a timely fashion (under the circumstances) to approve the restoration of availability as soon as possible.
- 3 Disputes regarding the State's final Excusable Downtime determination shall be resolved in accordance with the dispute resolution procedures set forth in Section 2.24 of the Contract.

II DEFINITIONS Any terms used but not defined in this Schedule B shall have the meanings assigned to them in the Contract. As used in this Schedule B, the following terms shall have the meanings given below:

- A "Actual Uptime" means, of the Scheduled Hours, the aggregate amount of time, in any month, during which each Region (including without limitation the communications network technologies ("CNT") from the Lansing based channel extender to Boulder, Colorado) is actually available for use by the State's end users at the point of interface to the State's network (i.e., CNT)



- B "Availability" means Actual Uptime plus Excusable Downtime, divided by Scheduled Uptime. For purposes of determining whether ISSC's performance meets any availability Standard, ISSC's availability performance shall be measured on a monthly basis for each Region during each month of the Term, to be calculated and reported as provided in Section I B, above.
- C "Environment" means the CICS, TSO and Report Management Distribution System ("RMDS") regions of the Development Environment (DMAIN) and the Production Environment (PMAIN) and the CICS regions of the Acceptance Test Environment (TMAIN), the Training Environment (EMAIN), and the Interface Environment (IMAIN)
- D "Excusable Downtime" means, of the Scheduled Uptime: (i) the aggregate amount of time, in any month, during which a Region is down due to a force majeure event as specified in Section 2.25 of the Contract (which failure is not due to ISSC's failure to exercise due care including, without limitation, failure to provide proper preventive or remedial maintenance for the Software or Hardware); or (ii) downtime to a Region deemed Excusable Downtime pursuant to the Excusable Downtime Resolution Process.
- E "Excusable Downtime Resolution Process" means the process described in Section I H
- F "Expedited/Emergency Change" means an Expedited or Emergency Change as defined in the Change Management Process Guide.
- G "Incentive Performance Standard" means the level of performance of the Processing Services which, if met or surpassed by ISSC, may allow ISSC to receive a Service Incentive as provided in Section V of this Schedule B.
- H "Maintenance Window" means the period of time from 2 p.m. - 8 p.m. Sundays or such other time as may be agreed to by the Parties.
- I "Minimum Performance Standard" means the level of performance of the Processing Services, which, if not met by ISSC, shall cause ISSC to pay the State Service Credits.
- J "Monthly Amount" means, with respect to any month during the Term of the Contract, an amount equal to the sum of all charges and any other amounts payable to ISSC by the State for such month.
- K "On-line Response Time" means the amount of time required by the CICS Region within an Environment (or TSO Region in the case of DMAIN and PMAIN) to process a request for information from a State end user.



- L. "Performance Standard" means the required level of performance of the Processing Services which, if not met by ISSC, shall constitute a breach of the Contract but shall not, in and of itself, cause ISSC to pay the State Service Credits.
- M "Redeemable Service Credits" means, with respect to a month in which ISSC meets or surpasses the Incentive Performance Standard for a particular category of a Service, the aggregate amount of Service Credits paid for that category of Service in the most recent three (3) prior months for which Service Credits were assessed for that category of Service; provided, however, that any Service Credits assessed more than twelve (12) months prior to the month in which the Incentive Performance Standard for that category of Service was met or surpassed shall not be subject to redemption under this Schedule B
- N "Region" means the CICS, TSO or RMDS region of an Environment, as applicable
- O "Scheduled Downtime" means the aggregate amount of time in any month during which a Region is scheduled to be unavailable to the State's end users as required for systems maintenance and administration activities. Scheduled Downtime includes, but is not limited to, Maintenance Windows. Scheduled Downtime must be mutually agreed to by the Parties. Upon reasonable request by the State, any Region shall be available for use by the State during periods of Scheduled Downtime. The time during such periods that a Region requested to be available for use is actually available for use shall be treated as Actual Uptime and Scheduled Uptime for purposes of calculating Availability for such Region.
- P "Scheduled Hours" means the days of the week and hours of each day that each Region is regularly scheduled to be available for on-line use by the State's end users; provided, however, that Scheduled Hours shall be deemed to exclude Scheduled Downtime, if any, that intersects with Scheduled Hours.
- Q "Scheduled Uptime" means the aggregate number of Scheduled Hours in any month during which each Region is scheduled to be available for use by the State's end users.
- R "Service Credits" are monetary credits in the form of a reduction in the amounts that would otherwise be payable by the State to ISSC under the Contract, as provided in Section IV below, to which the State becomes entitled upon ISSC's failure to meet any Minimum Performance Standard in a month.
- S "Service Incentives" are incentive monetary amounts which ISSC may become eligible to receive, as provided in Section V of this Schedule B, for meeting or exceeding the Incentive Performance Standards



III QUANTITATIVE PERFORMANCE STANDARDS, MINIMUM PERFORMANCE STANDARDS AND INCENTIVE PERFORMANCE STANDARDS

A **General.** Set forth in this Schedule B and elsewhere throughout the Contract are Performance Standards for the Processing Services which ISSC agrees to meet in performing the Processing Services. ISSC acknowledges and agrees that its failure to meet any Performance Standard in any month shall constitute a breach of this Contract

This Schedule B also sets forth the Minimum Performance Standards. If ISSC's performance of an applicable portion of the Processing Services fails to meet or exceed the corresponding Minimum Performance Standard in a month, then, in addition to and not in lieu of any other rights and remedies available to the State for such breach by ISSC, ISSC shall pay the State Service Credits as provided under Section IV of this Exhibit B. The Service Credits methodology set forth in this Schedule B is intended by the Parties to reflect, to a certain extent, the reduced value to the State of Processing Services provided by ISSC that fail to meet or exceed the Performance Standards

B. **Processing Facilities Standards**

1. **Environment Availability and Scheduled Hours.** The CICS Region (and TSO and RMDS Regions where specified) of the Environments shall be available for the Scheduled Hours listed in the table below for the purpose of measuring the Performance Standards.

<u>Environment</u>	<u>Scheduled Hours of On-Line Availability</u>
<u>DMAIN</u>	
CICS Region	6 a m. - 12 midnight, 7 days per week*
TSO Region	24 hours per day, 7 days per week*
RMDS	6 a m. - 12 midnight, 7 days per week*
TMAIN	6 a m. - 12 midnight, 7 days per week*
EMAIN	6 a m. - 6 p m. Business Days
<u>PMAIN</u>	
CICS	7 a m. - 6 p m. Business Days
TSO	6 a m. - 12 midnight, 7 days per week*
RMDS	7 a m. - 6 p m. Business Days
IMAIN	6 a m. - 12 midnight, 7 days per week*

*Times listed are exclusive of Maintenance Windows



ISSC shall perform the Processing Services in accordance with the Availability Performance Standard for each Environment set forth in Attachment B-1 to this Schedule B. ISSC shall use InfoMan tools to measure and track Availability. Availability for the Environments includes communications network technologies ("CNT") from the Lansing based channel extender to Boulder, Colorado. Downtime is measured from the time a problem record is opened and the outage has been coded.

2. Network Response Time. ISSC shall perform the Processing Services in accordance with the Network Response Time Performance Standard measured as the network response time from the MVS host in Boulder, Colorado to the Lansing based channel extender and back to the MVS host. The Network Response Time Performance Standard is set forth in Attachment B-1 of this Schedule B.
3. On-Line Response Time. ISSC shall perform the Processing Services in accordance with the On-line Response Time Performance Standard for each Environment set forth in Attachment B-1 of this Schedule B. The SMF tool shall be used to measure and track On-Line Response Time.
4. Off-Line Batch Processing and Throughput. ISSC shall perform the Processing Services in accordance with: (i) the off-line batch processing and throughput Performance Standards for each Environment set forth in Attachment B-1 of this Schedule B; and (ii) the following Performance Standards which apply solely to the Production Environment:
 - a) ISSC shall complete normal nightly batch processing of the MAIN Application Software within the batch processing window of 6 p.m. - 7 a.m. Business Days. All scheduled output from normal nightly batch processing shall be delivered to the specified State end user in the manner elected by such end user. For the purposes of this Subsection III B 3 a, the term "delivered" shall mean: (i) with respect to end users who are connected to the MAIN Application Software via the Internetwork and who elect to receive their output in electronic format, ISSC shall have such output available by 7 a.m. each Business Day; or (ii) ISSC shall have the appropriate reports printed, burst and ready for pick-up at the Remote Print and Tape Facility by 9 a.m. each Business Day. Notwithstanding the foregoing, ISSC agrees to have all reports which are to be picked-up at the Remote Print and Tape Facility printed and available by 7 a.m. each Business Day, provided that the State furnishes (whether obtained from ISSC or otherwise) at its expense the additional



levels of staffing resources reasonably necessary to support such an availability standard

- b) Interface tapes and files received by 4 p.m. at the Remote Print and Tape Facility shall be included in that night's batch processing cycle, provided that the State furnishes (whether obtained from ISSC or otherwise) at its expense the additional levels of staffing resources reasonably necessary to support such an availability standard.
- c) ISSC shall initiate production "on-request" jobs within two (2) hours of receipt of a request, subject to the design limitations of the MAIN Application Software. Subject to the design limitations of the MAIN Application Software, in no case shall initiation of such processing be delayed beyond the current night's batch processing cycle.

IV. SERVICE CREDITS.

- A. ISSC shall pay the State Service Credits in the event ISSC fails to meet the Minimum Performance Standards set forth in Attachment B-1 to this Schedule B. For each month during the Term of the Contract, ISSC will provide the State with reports of its actual performance in relation to the Minimum Performance Standards as provided in Section I.B above. ISSC and the State will then determine whether ISSC's performance of the applicable Processing Services met the Performance Standards or Minimum Performance Standards in each such month.
- B. The aggregate amount of Service Credits for which ISSC shall be liable during any month, regardless of the number of Minimum Performance Standards ISSC fails to meet in such month, will be 10% of the Monthly Amount.
- C. Each type of Service for which a Minimum Performance Standard is specified shall initially be assigned a weighting factor by the State to reflect the relative importance to the State of that Service with respect to the other Processing Services. The sum of all the weighting factors will equal 1.00. Upon advance written notice of at least seven (7) days (but in no event more than once per calendar quarter), the State may adjust the weighting factors to reflect reasonable changes in the State's priorities. Adjustments to the weighting factors, if any, shall be effective as of the first day of the month immediately following the month in which such adjustments were made.
- D. ISSC shall not be obligated to pay a Service Credit in respect of each Minimum Performance Standard for the first month in each fiscal year (October - September) of the Term in which ISSC's performance fails to meet such Minimum



Performance Standard. ISSC's failure to meet any Minimum Performance Standard in any subsequent month in the same fiscal year of the Term shall result in a Service Credit to the State in an amount equal to the weighting factor for that category multiplied by ten percent (10%) of the Monthly Amount. For example, if the Monthly Amount is \$1,000,000 and ISSC has failed in two months of the same fiscal year to meet the Minimum Performance Standard for a category with a weighting factor of 0.20, the applicable Service Credit shall be: $0.20 \times 0.10 \times \$1,000,000 = \$20,000$ for the second such month in which ISSC fails to meet the Minimum Performance Standard. (No Service Credit would be payable in respect of ISSC's failure to meet the Minimum Performance Standard for the first month in such fiscal year).

- E ISSC shall apply the total of the Service Credits due the State hereunder in respect of any month as a credit to reduce the amount payable by the State for amounts invoiced to the State by ISSC under the Contract.

V SERVICE INCENTIVES.

- A 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. 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.
- B Meeting or exceeding an Incentive Performance Standard in a month shall entitle ISSC to a Service Incentive equal to the Redeemable Service Credits, if any, for that Service category multiplied by one-third (1/3). For example, if the Redeemable Service Credits for a particular Service for a month equal \$10,000.00 and ISSC meets or exceeds the Incentive Performance Standard for such Service during that month, the applicable Service Incentive shall be: $\$10,000/3 = \$3,333.33$.
- C Any Service Credits to which the State is entitled with respect to a month shall be offset against any Service Incentives due to ISSC, and any net balance owed to ISSC shall be invoiced to the State.



ATTACHMENT B-1

Environment Availability

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
<u>DMAIN</u>				
CICS Region	0 X	99.5%	99.0%	99.8%
TSO Region	0 X	99.5%	99.0%	99.8%
RMDS	0 X	99.5%	99.0%	99.8%
TMAIN	0 X	99.5%	99.0%	99.8%
EMAIN	0 X	99.5%	99.0%	99.8%
<u>PMAIN</u>				
CICS Region *	0 X	99.5%	99.2%	99.8%
TSO Region	0 X	99.5%	99.2%	99.8%
RMDS	0 X	99.5%	99.2%	99.8%
IMAIN	0 X	99.5%	99.0%	99.8%

*The CICS Region of PMAIN shall not be considered available for use by the State's end users when any of the FACS Application Software is not available for use by the State's end users at the point of interface to the State's network (i.e., CNT)

Network Response Time

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
Average Network Response Time	0 X	<0.125 sec	<0.15 sec	<0.1 sec



On-Line Response Time

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
		<u>Response Time -</u>	<u>Cumulative Transactions</u>	
<u>DMAIN</u> CICS Region[‡]	0 X	<0.5 sec-75% <1.0 sec-95% <2.0 sec-98% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-90% <2.0 sec-93% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
TSO Region[*]	0 X	<0.5 sec-75% <1.0 sec-90% <1.5 sec-97% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-85% <1.5 sec-92% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
TMAIN	0 X%	<0.5 sec-75% <1.0 sec-95% <2.0 sec-98% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-90% <2.0 sec-93% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
EMAIN	0 X%	<0.5 sec-75% <1.0 sec-95% <2.0 sec-98% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-90% <2.0 sec-93% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
<u>PMAIN</u> CICS Region	0 X	<0.5 sec-75% <1.0 sec-95% <2.0 sec-98% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-90% <2.0 sec-93% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
TSO Region	0 X	<0.5 sec-75% <1.0 sec-90% <1.5 sec-97% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-85% <1.5 sec-92% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%
IMAIN	0 X%	<0.5 sec-75% <1.0 sec-95% <2.0 sec-98% <3.0 sec-99%	<0.5 sec-70% <1.0 sec-90% <2.0 sec-93% <3.0 sec-94%	<0.5 sec-80% <1.0 sec-97% <2.0 sec-99% <3.0 sec-99.5%



*CICS response times will be measured using CICS 110 records and will reflect host response time. CICS transactions identified and mutually agreed upon by the Parties as being long running (the "Long Running CICS Transactions") will not be measured in the calculation of the On-Line Response Time Performance Standard. The list of CICS transactions that are deemed Long Running CICS Transactions shall be recorded in a separate writing which may be updated from time to time upon mutual agreement of the Parties.

*On-Line Response Time for TSO Regions shall be measured as ISO trivial host response time (Performance Group 2, Period 1). ISO response times will be measured using RMF 72 records and will reflect host response time.

Any new transaction which results from the promotion into production of the FACS Application Software will not be measured in the calculation of the On-Line Response Time Performance Standard for a period of thirty (30) days following the first instance of such transaction. At the end of such period such transaction shall continue to be excluded from the calculation of the On-Line Response Time Performance Standard if: (i) such transaction is deemed to be a Long Running CICS Transaction by mutual agreement of the Parties; or (ii) such transaction is in a TSO Region and is deemed by mutual agreement of the Parties to have a status analogous to a Long Running CICS Transaction.



Off-Line Batch Processing and Throughput

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
Development Related Job Steps Completion Time*	0 X	Completion Time - <10 min-99%	Cumulative Jobs <10 min - 95%	<10 min - 99 5%
Average Wait Time Within Total Job Run Time†		Wait Time -	Cumulative Jobs	
DMAIN				
6 a.m. - 6 p.m.	0 X	<=5 min	<=7 min	<=3 min
6 p.m. - 12 midnight	0 X	<=7 min	<=9 min	<=5 min
TMAIN				
6 a.m. - 6 p.m.	0 X	<=5 min	<=7 min	<=3 min
6 p.m. - 12 midnight	0 X	<=7 min	<=9 min	<=5 min
IMAIN				
6 a.m. - 6 p.m.	0 X	<=5 min	<=7 min	<=3 min
6 p.m. 12 midnight	0 X	<=7 min	<=9 min	<=5 min
EMAIN				
6 a.m. - 6 p.m.	0 X	<=3 min	<=4 min	<=2 min
6 p.m. - 6 a.m.	0 X	<=5 min	<=7 min	<=3 min
PMAIN				
6 a.m. - 6 p.m.	0 X	<=3 min	<=4 min	<=2 min
6 p.m.- 6 a.m.	0 X	<=5 min	<=7 min	<=3 min

*Compile Program Names shall be as identified and mutually agreed upon by the Parties and shall be listed in a separate writing which may be updated from time to time upon mutual agreement of the Parties. Job step completion time will be measured using SMF 30 records.



*Average Wait Time Within Total Job Run Time correlates to wait time for operator services (tape mounts and write-to-operator replies including the remote tape facility).

Input Queue Time*

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
DMAIN				
6 a.m. - 6 p.m.	0 X	< 2 min-60% < 5 min-75% <10 min-90% <30 min-95%	< 2 min-55% < 5 min-70% <10 min-85% <30 min-90%	< 2 min-65% < 5 min-80% <10 min-95% <30 min-98.5%
6 p.m. - 12 midnight	0 X	< 2 min-40% < 5 min-60% <10 min-80% <30 min-90% <45 min-95%	< 2 min-35% < 5 min-55% <10 min-75% <30 min-85% <45 min-90%	< 2 min-45% < 5 min-65% <10 min-85% <30 min-95% <45 min-98.5%
TMAIN				
6 a.m. - 6 p.m.	0 X	< 2 min-60% < 5 min-75% <10 min-90% <30 min-95%	< 2 min-55% < 5 min-70% <10 min-85% <30 min-90%	< 2 min-65% < 5 min-80% <10 min-95% <30 min-98.5%
6 p.m. - 12 midnight	0 X	< 2 min-40% < 5 min-60% <10 min-80% <30 min-90% <45 min-95%	< 2 min-35% < 5 min-55% <10 min-75% <30 min-85% <45 min-90%	< 2 min-45% < 5 min-65% <10 min-85% <30 min-95% <45 min-98.5%
IMAIN				
6 a.m. - 6 p.m.	0 X	< 2 min-60% < 5 min-75% <10 min-90% <30 min-95%	< 2 min-55% < 5 min-70% <10 min-85% <30 min-90%	< 2 min-65% < 5 min-80% <10 min-95% <30 min-98.5%
6 p.m. - 12 midnight	0 X	< 2 min-40% < 5 min-60% <10 min-80% <30 min-90% <45 min-95%	< 2 min-35% < 5 min-55% <10 min-75% <30 min-85% <45 min-90%	< 2 min-45% < 5 min-65% <10 min-85% <30 min-95% <45 min-98.5%



Input Queue Time (Continued)

Environments	Weighting Factor	Performance Standard	Minimum Performance Standard	Incentive Performance Standard
EMAIN 6 a.m. - 6 p.m.	0 X	< 2 min-60% < 5 min-75% <10 min-90% <30 min-95%	< 2 min-55% < 5 min-70% <10 min-85% <30 min-90%	< 2 min-65% < 5 min-80% <10 min-95% <30 min-98.5%
6 p.m. - 6 a.m.	0 X	< 2 min-40% < 5 min-60% <10 min-80% <30 min-90% <45 min-95%	< 2 min-35% < 5 min-55% <10 min-75% <30 min-85% <45 min-90%	< 2 min-45% < 5 min-65% <10 min-85% <30 min-95% <45 min-98.5%
PMAIN 6 a.m. - 6 p.m.	0 X	< 2 min-60% < 5 min-75% <10 min-90% <30 min-95%	< 2 min-55% < 5 min-70% <10 min-85% <30 min-90%	< 2 min-65% < 5 min-80% <10 min-95% <30 min-98.5%
6 p.m. - 6 a.m.	0 X	< 2 min-40% < 5 min-60% <10 min-80% <30 min-90% <45 min-95%	< 2 min-35% < 5 min-55% <10 min-75% <30 min-85% <45 min-90%	< 2 min-45% < 5 min-65% <10 min-85% <30 min-95% <45 min-98.5%

*Input queue time will be measured using SMF 30 records. Wait times for any duplicate jobs, as well as Class W jobs, shall be excluded from the measurement.

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Schedule C
(Amended and Restated as of May 31, 1995)

PRICING

I INTRODUCTION

This Schedule C and its Attachments set forth the prices and rates for the Services. In general, the pricing of the Services has been structured as follows:

The Development Project and the Operations Services components of each category of Services have separate prices and pricing structures, with the exception of the Processing Services. In the case of the Processing Services, no separate compensation shall be paid to ISSC for the Processing Facilities Set-up Development Project. ISSC's prices for providing the Processing Operations Services are intended to fully compensate ISSC for the Processing Facilities Set-up Development Project -- that is, setting up, configuring and making available the necessary processing facilities to provide the Processing Operations Services.

II DEVELOPMENT PROJECTS

A A firm fixed price has been agreed upon for each of the Internetwork and MIDB Development Projects in accordance with their respective initial scopes reflected in Attachments D-1 and D-2 to Schedule D (which list the types and quantities of Hardware included), Attachments E-1 and E-2 to Schedule E (which list the types and quantities of Software included) and Attachments F-1 and F-2 to Schedule F (which show labor hours included, by skill level). Except where the Contract specifically provides otherwise, such fixed prices, which are set forth in Attachments C-1 and C-2, respectively, to this Schedule C are intended to be ISSC's sole and complete compensation for performing the Internetwork and MIDB Development Projects in accordance with their respective initial scopes, including, without limitation, all fees for professional services, profit, overhead expenses, out-of-pocket expenses, charges for hardware, software and third party services and any other resources used in performing the scope of Services to which the fixed price applies, and all applicable taxes and other governmental fees and levies thereon.

B The fixed price for each of the Internetwork and MIDB Development Projects will be paid in milestone payment installments based on the delivery and acceptance of



the Payment Deliverables listed in Attachments C-1 and C-2, respectively. A Payment Deliverable shall be considered to have been completed when the State has indicated its acceptance of all Service Deliverables covered by such Payment Deliverable. In the case of Payment Deliverables that include the installation of Hardware platforms and associated Operating Software, such Deliverables shall be accepted by the State only when all implemented Hardware and Software are fully operational and perform in accordance with their respective specifications and any applicable acceptance criteria without any material errors or interruptions for thirty (30) days of continuous operation. In the case of Payment Deliverables that include the installation of completed Work Product Application Software, such Deliverables shall be accepted by the State only when all such implemented Software is fully operational and performs in accordance with its specifications and any applicable acceptance criteria without any material errors or interruptions for sixty (60) days of continuous operation. The State shall pay ISSC for the number of copies of workstation Software included in each delivery at the time of delivery. No other progress payments will be made by the State.

As provided in Section 2.5 of the Contract, 20% of each milestone payment shall be withheld by the State in separate "Retainage Pools" for each of the Internetwork and MIDB Development Projects until the aggregate \$200,000 Retainage Amount specified in Section 2.5 of the Contract for each such Development Project has been withheld. The Retainage Pool for each of the Internetwork and MIDB Development Projects will be released and paid to ISSC by the State within 45 days after the State's final acceptance of the fully-operational Internetwork or MIDB, as the case may be, provided all other Deliverables for such Development Project have been delivered to and accepted by the State.

- C If it is determined that ISSC must alter the Hardware configuration reflected in Attachments D-1 and/or D-2 to Schedule D, the Software configuration reflected in Attachments E-1 and/or E-2 to Schedule E and/or the Professional Resources levels set forth in Attachments F-1 and/or F-2 to Schedule F because of material changes made by the State to any of the requirements or specifications of the Internetwork and/or MIDB Development Projects set forth in the Technology RFP, then the State shall:
- 1 in the case of Hardware eliminated or reduced in quantity, receive a reduction of the affected fixed price(s) at the applicable contract prices shown in Attachment D-1 and/or D-2 to Schedule D, as applicable;



2. in the case of Hardware added, agree to an increase in the affected fixed price(s) at the applicable contract prices shown in Attachment D-1 and/or D-2 to Schedule D, as applicable, for Hardware of a type listed in such Attachments, and, in the case of Hardware of a type not listed in such Attachments:
 - (i) for Hardware for which ISSC is an authorized reseller, the lowest price at which ISSC sells such Hardware to any customer buying a similar quantity; or
 - (ii) for Hardware for which ISSC is not an authorized reseller, the lowest Direct Cost available to ISSC in its own right and not as an agent for another customer, plus a mark-up not to exceed seven percent (7%);

3. in the case of Software eliminated or reduced in quantity, receive a reduction of the affected fixed price(s) at:
 - (i) the applicable contract prices shown in Attachment E-1 and/or E-2 to Schedule E, as applicable, if the State orders the corresponding quantities specified in the Attachments; or
 - (ii) the applicable variable rates as otherwise provided under Schedule E;

4. in the case of Software added, agree to an increase in the affected fixed price(s) at:
 - (i) the lowest of the applicable contract prices shown in Attachments E-1, E-2, E-3 or E-4 to Schedule E, as applicable, for Software of a type listed in such Attachments that is ordered by the State in the corresponding quantity specified in the Attachments; or
 - (ii) in the case of Software of a type not listed in such Attachments:
 - (a) for Software for which ISSC is an authorized reseller, the lowest price at which ISSC sells such Software to any customer buying a similar quantity; or



- (b) for Software for which ISSC is not an authorized reseller, the lowest Direct Cost available to ISSC in its own right and not as an agent for another customer, plus a mark-up not to exceed seven percent (7%);
 - 5. in the case of Professional Resources eliminated or reduced in quantity, receive a reduction of the affected fixed price(s) at the applicable contract hourly rates shown in Attachment F-1 and/or F-2 to Schedule F, as applicable, based on the number of labor hours eliminated, by skill level; and
 - 6. in the case of Professional Resources added, agree to an increase in the affected fixed price(s) at the applicable fully-loaded Change Order Labor Rates set forth in Attachment C-6 to Schedule C, based on the number of labor hours added, by skill level.
- D. In determining the volume discount level for which the State qualifies with respect to any of the Software listed in Attachments E-3 and/or E-4 to Schedule E, the total cumulative quantities of such Software ordered under the Contract shall be applied as provided under Schedule E
- E. All such changes in the fixed prices shall be effectuated through the issuance of Change Authorization Orders reflecting the agreed-upon changes

III OPERATIONS SERVICES

- A. In General. A schedule of firm fixed monthly base charges has been agreed upon and set forth in Attachments C-3 through C-5 for performance of each of the Operations Services at specified levels (the "Monthly Base Charges"). The Monthly Base Charges, together with the Unit Charges (when applicable), are intended to fully compensate ISSC for providing each Operations Service at levels within the Baseline Range selected by the State. Incremental unit rates are also specified and will be used to determine when Additional Resource Charges or Reduced Resource Credits are due for the provision of Operations Services above and below the Baseline Range specified by the State.
- B. Definitions. Any terms used but not defined in this Schedule C shall have the meanings given to them in the Article 4 of the Contract. As used in this Schedule C, the following terms shall have the meanings given below:



1. "Additional Resource Charge" or "ARC" means the charge payable by the State, in addition to the applicable Monthly Base Charge and Unit Charge, for Processing Operations Services provided at levels at which utilization of any of the Key Resource Units exceeds the upper bound of the applicable Baseline Range selected by the State
2. "Application CPU Hours" means the cumulative number of hours of elapsed time the host (i.e., mainframe) CPU actually spends running State application-level work during the month (i.e., the actual application program processing time), as depicted in Table C-3.3 in Attachment C-3, and measured using the SMF or other mutually agreed-upon facility. "Application CPU Hours" shall exclude any uncaptured CPU time and any CPU hours attributable to system services or service provider usage, as depicted in Table C-3.5 in Attachment C-3. Application CPU hours shall be measured and priced separately for Prime Shift and Off-Prime Shift, as reflected in Tables C-3.1 and C-3.2, effective as of February 1, 1995.
3. "Application Gigabytes" means the MVS peak number of Gigabytes of DASD allocated by or for the State's application-level work during the month, as depicted in Table C-3.4 in Attachment C-3, and measured using the FDR/ADR or other mutually agreed-upon facility. "Application Gigabytes" shall exclude any Gigabytes of DASD attributable to system services or service provider usage, as depicted in Table C-3.6 in Attachment C-3.
4. "Application Tape Mounts" means the total number of mainframe computer tapes mounted by ISSC for the purpose of running the State's application-level work during the month, measured using the SMF facility or other mutually agreed-upon facility. "Application Tape Mounts" shall exclude any tapes mounted by ISSC attributable to system services or service provider usage.
5. "Baseline Ranges" means the ranges of utilization of the Key Resource Units that correspond to particular Monthly Base Charges, as set forth in Tables C-3.1 through C-3.4 in Attachment C-3.
6. "Change Order Labor Rates" means the fully-loaded hourly rates for Professional Resources used to price out the labor component of Change Authorization Orders. Change Order Labor Rates are set forth in Attachments C-4, C-5 and C-6.



- 7 "DASD Utilization" means a Key Resource Unit, the utilization of which will be measured in Application Gigabytes
- 8 "Host CPU Utilization" means the Key Resource Unit, the utilization of which will be measured in Prime Shift and Off-Prime Shift Application CPU Hours
- 9 "Hours Used" equals the number of Application CPU Hours (Prime Shift or Off-Prime Shift, as the case may be) actually used by the State during a month.
- 10 "Key Resource Unit" means the representative categories of resources used in the provision of the Processing Operations Services, the utilization of which will be tracked and used to determine when Unit Charges, ARCs and RRCs are due, and the prices for which include all other resources used in providing the Processing Operations Services.
- 11 "Payment Deliverable" means, in the case of an Operations Service, a report, preceding or accompanying the monthly invoice for services rendered, in a form and at a level of detail approved by the State, documenting the levels (quantities) of Services provided, showing the calculations of the invoiced charges and comparing the performance of the Services against the applicable Performance Standards
- 12 "Prime Shift" shall mean the hours of 8:00 a m through 5:00 p m. (Eastern Time) Monday through Friday, including holidays. Hours that are not Prime Shift hours shall be referred to as "Off-Prime Shift".
- 13 "Reduced Resource Credit" or "RRC" means a credit to be received by the State, in the form of a reduction in the otherwise applicable Monthly Base Charge, for Processing Operations Services provided at levels at which utilization of any of the Key Resource Units is lower than the lower bound of the applicable Baseline Range
- 14 "Tape Utilization" means the Key Resource Unit, the utilization of which will be measured in Application Tape Mounts.
- 15 "Unit Charge" means the dollar rate per unit, as set forth in Tables C-3 1, C-3.2 and C-3.3 in Attachment C-3, used to calculate the amount due



ISSC, in addition to the applicable Monthly Base Charge, for utilization of Key Resource Units within the Baseline Range selected by the State, but above the lower bound of that Baseline Range.

- 16 "Unit RRC" means the dollar rate per unit decrease, as set forth in Tables C-3.1, C-3.2, C-3.3 and C-3.4 in Attachment C-3, used to calculate the amount of an RRC due the State
- 17 "Unit ARC" means the dollar rate per unit increase, as set forth in Tables C-3.1, C-3.2, C-3.3 and C-3.4 in Attachment C-3, used to calculate the amount of an ARC due ISSC.
- 18 "9021-340 Equivalent Application CPU Hours" means the number of Application CPU Hours on an IBM ES9000/9021-340 single image processor that is equivalent in processing output to the Hours Used for any given period, determined using a mutually agreed-upon published conversion formula

C Processing Operations Services

1. Attachment C-3 to this Schedule C contains the detailed pricing information for the performance of the Processing Operations Services.
2. The initial term of the Processing Operations Services shall begin on the Commencement Date of the Processing Operations and shall expire on September 30, 1999, subject to cancellation by the State at September 30, 1997 with no penalty, upon 180 days' advance notice. Thereafter, the State may, at its sole option, extend the term of the Processing Operations Services for an additional four-year renewal term by notifying ISSC of its election to do so on or before April 1, 1999. If the State does so, the prices contained in Attachment C-3 shall also apply throughout the renewal term. The State shall not be liable for any termination charges if the State does not elect to exercise its renewal option under this paragraph.
3. Four Key Resource Units -- Prime Shift Host CPU Utilization (measured in Prime Shift Application CPU Hours), Off-Prime Shift Host CPU Utilization (measured in Off-Prime Shift Application CPU Hours), DASD Utilization (measured in Application Gigabytes of DASD) and Tape Utilization (measured in Application Tape Mounts) -- will be used to determine the charges payable by the State for the Processing Operation



Services. The measures of utilization of these Key Resource Units are intended to be defined in such a way that the levels of utilization are within the control of the State's end users, not ISSC. No other measure of resource utilization will be considered in determining the charges payable by the State for the Processing Operations Services. ISSC's charges for all other resources used in the provision of the Processing Operations Services have been bundled into the Monthly Base Charges, the Unit Rates, and the Unit ARCs and Unit RRCs for (a) Host CPU Utilization, (b) DASD Utilization and (c) Tape Utilization

- 4 Table C-3 1 in Attachment C-3 lists 12 different Baseline Ranges for Prime Shift Host CPU Utilization, expressed in 9021-340-Equivalent Application CPU Hours. Also listed in Table C-3 1 in Attachment C-3 are the Monthly Base Charge, the Unit Charge for units used within the selected Baseline Range above the lower bound for that range, the Unit ARC rate for Additional Resource Charges and the Unit RRC rate for Reduced Resource Credits, by fiscal year, that correspond to each Baseline Range
- 5 Table C-3 2 in Attachment C-3 lists 12 different Baseline Ranges for Off-Prime Shift Host CPU Utilization, expressed in 9021-340-Equivalent Application CPU Hours. Also listed in Table C-3 2 in Attachment C-3 are the Monthly Base Charge, the Unit Charge for units used within the selected Baseline Range above the lower bound for that range, the Unit ARC rate for Additional Resource Charges and the Unit RRC rate for Reduced Resource Credits, by fiscal year, that correspond to each Baseline Range
- 6 Table C-3 3 in Attachment C-3 lists 12 different Baseline Ranges for DASD Utilization, expressed in Application Gigabytes per month. Also listed in Table C-3 3 in Attachment C-3 are the Monthly Base Charge, the Unit Charge for units used within the selected Baseline Range above the lower bound for that range, the Unit ARC rate for Additional Resource Charges and the Unit RRC rate for Reduced Resource Credits, by fiscal year, that correspond to each Baseline Range
- 7 Table C-3 4 in Attachment C-3 lists 25 different Baseline Ranges for Tape Utilization, expressed in Application Tape Mounts per month. Also listed in Table C-3 4 in Attachment C-3 are the Monthly Base Charge, the Unit ARC rate for Additional Resource Charges and the Unit RRC rate for



Reduced Resource Credits, by fiscal year, that correspond to each Baseline Range

8. The pricing tables set forth in Tables C-3 1 through C-3 4 shall be effective as of February 1, 1995 and shall be used retroactively to determine ISSC's charges for performing the Processing Operations Services from and after February 1, 1995

9. For the purpose of determining ISSC's charges for performing the Processing Services Operations during the months of February through June, 1995, the State shall be deemed to have selected the Baseline Range within which its actual usage falls for each type of Key Resource Unit. Commencing with the month of July, 1995, ISSC's charges for performing the Processing Operations Services shall be determined based on the Baseline Ranges selected by the State at least 60 days in advance. The Baseline Range number selected by the State does not have to be the same for all types of Key Resource Units. Subject to the 60-day notice requirement, there shall be no limit on the number of times the State may switch from one Baseline Range to another during the term of the Processing Operations Services. If a change of Baseline Range becomes effective after the first day of a month, ISSC shall calculate its charges for that month by pro-rating the actual usage, the lower and upper bounds and the Monthly Base Charge for each affected Baseline Range to reflect the number of days it was in effect during the month, and calculate the Unit Charges, ARCs and RRCs accordingly, as illustrated on the example shown in Attachment C-7. The Baseline Range selected by the State is used only to calculate the charges due ISSC; regardless of which Baseline Range the State selects, ISSC is responsible for providing whatever level (quantity) of Key Resource Units are actually required by the State

10. In order to help facilitate the State's selection of the appropriate Baseline Ranges so as to avoid the imposition of Additional Resource Charges, and in furtherance of ISSC's capacity planning responsibilities described in Schedule K, ISSC will conduct a capacity planning process each month (or each quarter, as agreed to by the State) with the participation and assistance of the State. The objective of this process shall be to project the State's requirements for Processing Operations Services for a sufficient period to enable the State to make an informed selection of a Baseline Range for each Key Resource Unit at least 60 days in advance



- 11 For each month during the term of the Processing Operations Services, ISSC will track the Prime Shift and Off-Prime Shift Hours Used, the DASD Used and the Tape Mounts and will compare them to the applicable Baseline Ranges then in effect as selected by the State. ISSC's charges for providing the Processing Operations Services for the month shall consist of the following four components:
 - a. a Prime Shift Host CPU Utilization charge in an amount equal to:
 - i. the Monthly Base Charge from Table C-3 1 in Attachment C-3 for the applicable fiscal year and the Prime Shift CPU Baseline Range then in effect; plus
 - ii. a Unit Charge in an amount equal to the Unit Charge rate from Table C-3 1 in Attachment C-3 for the applicable fiscal year and the Prime Shift CPU Baseline Range then in effect multiplied by the number of Prime Shift Hours Used within that Baseline Range in excess of the lower bound of that Baseline Range; plus
 - iii. if the number of Prime Shift Hours Used exceeds the upper bound of the Prime Shift CPU Baseline Range then in effect, an ARC in an amount equal to the specified Unit ARC rate from Table C-3 1 multiplied by the difference between the actual number of Prime Shift Hours Used and the upper bound of the Prime Shift CPU Baseline Range then in effect; or minus
 - iv. if the number of Prime Shift Hours Used is less than the lower bound of the Prime Shift CPU Baseline Range then in effect, an RRC in an amount equal to the specified Unit RRC rate from Table C-3 1 multiplied by the difference between the lower bound of the Prime Shift CPU Baseline Range then in effect and the actual number of Prime Shift Hours Used;
 - b. an Off-Prime Shift Host CPU Utilization charge in an amount equal to:



- i the Monthly Base Charge from Table C-3 2 in Attachment C-3 for the applicable fiscal year and the Off-Prime Shift CPU Baseline Range then in effect; plus
 - ii. a Unit Charge in an amount equal to the Unit Charge rate from Table C-3 2 in Attachment C-3 for the applicable fiscal year and the Off-Prime Shift CPU Baseline Range then in effect multiplied by the number of Off-Prime Shift Hours Used within that Baseline Range in excess of the lower bound of that Baseline Range; plus
 - iii if the number of Off-Prime Shift Hours Used exceeds the upper bound of the Off-Prime Shift CPU Baseline Range then in effect, an ARC in an amount equal to the specified Unit ARC rate from Table C-3 2 multiplied by the difference between the actual number of Off-Prime Shift Hours Used and the upper bound of the Off-Prime Shift CPU Baseline Range then in effect; or minus
 - iv. if the number of Off-Prime Shift Hours Used is less than the lower bound of the Off-Prime Shift CPU Baseline Range then in effect, an RRC in an amount equal to the specified Unit RRC rate from Table C-3 2 multiplied by the difference between the lower bound of the Off-Prime Shift CPU Baseline Range then in effect and the actual number of Off-Prime Shift Hours Used;
- c. a DASD Utilization charge in an amount equal to:
- i the Monthly Base Charge from Table C-3 3 in Attachment C-3 for the applicable fiscal year and the DASD Baseline Range then in effect; plus
 - ii. a Unit Charge in an amount equal to the Unit Charge rate from Table C-3 3 in Attachment C-3 for the applicable fiscal year and the DASD Baseline Range then in effect multiplied by the number of Gigabytes of DASD Used within that Baseline Range in excess of the lower bound of that Baseline Range; plus



- iii. if the number of Gigabytes of DASD Used exceeds the upper bound of the DASD Baseline Range then in effect, an ARC in an amount equal to the specified Unit ARC rate from Table C-3 3 multiplied by the difference between the actual number of Gigabytes of DASD Used and the upper bound of the DASD Baseline Range then in effect; or minus
 - iv. if the number of Gigabytes of DASD Used is less than the lower bound of the DASD Baseline Range then in effect, an RRC in an amount equal to the specified Unit RRC rate from Table C-3 3 multiplied by the difference between the lower bound of the DASD Baseline Range then in effect and the actual number of Gigabytes of DASD Used; and
- d. a Tape Utilization charge in an amount equal to:
- i. the Monthly Base Charge from Table C-3 4 in Attachment C-3 for the applicable fiscal year and the Tape Baseline Range then in effect; plus
 - ii. if the number of Tape Mounts Used exceeds the upper bound of the Tape Baseline Range then in effect, an ARC in an amount equal to the specified Unit ARC rate from Table C-3 4 multiplied by the difference between the actual number of Tape Mounts Used and the upper bound of the Tape Baseline Range then in effect; or minus
 - iii. if the number of Tape Mounts Used is less than the lower bound of the Tape Baseline Range then in effect, an RRC in an amount equal to the specified Unit RRC rate from Table C-3 4 multiplied by the difference between the lower bound of the Tape Baseline Range then in effect and the actual number of Tape Mounts Used;
12. Set out below is a hypothetical example for FY95 to illustrate the application of the foregoing

Prime-Shift CPU Hours:

- Baseline Range in Effect: Level 6: 1200-1399 hours



- Actual Prime Shift Hours Used: 1275
- Calculation of Charges:
 - Monthly Base Chrg: \$533,400 (for 1200 hrs)
 - Unit Charge: 29,625 (75 hrs @ \$395)
 - ARC: 0
 - RRC: 0
 - Sub-Total: \$563,025

Off-Prime Shift CPU Hours:

- Baseline Range in Effect: Level 5: 1000-1199 hours
- Actual Off-Prime Shift Hours Used: 935
- Calculation of Charges:
 - Monthly Base Chrg: \$247,000 (for 1000 hrs)
 - Unit Charge: 0
 - ARC: 0
 - RRC: (10,335) (65 hrs @ \$159)
 - Sub-Total: \$236,665

DASD:

- Baseline Range in Effect: Level 4: 400-499 Gigabytes
- Actual DASD Used: 545 Gigabytes
- Calculation of Charges:
 - Monthly Base Chrg: \$189,300 (for 400 GB)
 - Unit Charge: 34,749 (99 GB @ \$351)
 - ARC: 20,194 (46 GB @ \$439)
 - RRC: 0
 - Sub-Total: \$244,243



Tape Mounts:

- Baseline Range in Effect: Level 1: 0-1,200 Mounts
- Actual Tape Mounts Used: 800
- Calculation of Charges:
 - Monthly Base Chrg: \$3,030 (for up to 1,200 mounts)
 - ARC: 0
 - RRC: 0
 - Sub-Total: \$3,030

TOTAL: \$1,046,963

13. Additional Telecommunications Lines -- The costs for all of the telecommunications capacity required for ISSC to provide the Processing Operations Services in accordance with the terms and conditions of the Contract are included in the prices set forth in Tables C-3.1 through C-3.4.
14. In the event that the volume of Processing Operations Services required by the State grows to such a level that the quantity of any of the Key Resource Units used to provide such Services is projected by capacity planning forecasts to exceed the upper bound of the next-to-highest Baseline Levels contained in one or more of Tables C-3.1 through C-3.4 within the following three months, the Parties agree to promptly develop additional Baseline Levels, Baseline Ranges and associated prices using the same methodology and inputs used to create the attached Tables C-3.1 through C-3.4.

D Internetwork Operations Services

- 1 Attachment C-4 to this Schedule C contains the detailed pricing information for the performance of the Internetwork Operations Services.
- 2 The initial term of the Internetwork Operations shall begin on the Commencement Date of the Internetwork Operations Services and shall expire on September 30, 1995. For each month during the initial term of the Internetwork Operations Services, the State shall pay ISSC the Monthly Base Charge shown on Attachment C-4.



3. The State may, at its sole option, extend the term of the Internetwork Operations Services after the initial term for up to three additional renewal terms of two years each by notifying ISSC of its election to do so on or before April 1 of the year during which the then-current term is scheduled to expire. If the State does so, the Monthly Base Charges shown in Attachment C-4 for the renewal terms shall apply to the renewal term(s). These Monthly Base Charges do not include maintenance of the Internetwork Hardware and Software. For each fiscal year of any renewal term in which the State elects to have Internetwork Hardware and/or Software maintenance provided by (or through) ISSC, it shall so notify ISSC, in which event the monthly charges payable by the State shall also be adjusted to include the applicable monthly amount shown for Optional Hardware and Software Maintenance Fees. The State shall not be liable for any termination charges if the State does not elect to exercise any or all of its renewal options under this paragraph.
4. If the State directs ISSC to provide additional Internetwork Control Center staff resources, whether during the initial term of the Internetwork Operations Services or during a renewal term, the State will pay ISSC for such additional resources at the applicable rates set forth in Attachment C-4. The rates titled "Optional Additional Internetwork Control Staff" will apply in the case of full-time staff added on a permanent or semi-permanent (three months or longer) basis. The rates titled "Change Order Labor Rates" will apply in the case of staff added on a less-than-full-time basis or for less than three months.

E. MIDB Operations Services

1. Attachment C-5 to this Schedule C contains the detailed pricing information for the performance of the MIDB Operations Services.
2. The initial term of the MIDB Operations Services shall begin on the Commencement Date of the MIDB Operations Services and shall expire on September 30, 1995. For each month during the initial term of the MIDB Operations Services, the State shall pay ISSC the Monthly Base Charge shown on Attachment C-5.
3. The State may, at its sole option, extend the term of the MIDB Operations Services after the initial term for up to three additional renewal terms of two years each by notifying ISSC of its election to do so on or before April



1 of the year during which the then-current term is scheduled to expire. If the State does so, the prices shown in Attachment C-5 for the renewal terms shall apply to the renewal term(s). The State shall not be liable for any termination charges if the State does not elect to exercise any or all of its renewal options under this paragraph.

4. If the State directs ISSC to provide additional Help Desk Support staff resources, whether during the initial term of the MIDB Operations Services or during a renewal term, the State will pay ISSC for such additional resources at the applicable rates set forth in Attachment C-5. The rates titled "Additional Help Desk Support to Help Desk Personnel" will apply in the case of full-time staff added on a permanent or semi-permanent (three months or longer) basis. The rates titled "Change Order Labor Rates" will apply in the case of staff added on a less-than-full-time basis or for less than three months.

IV. INCREASES IN PRICES AND RATES.

The prices and rates set forth in the Contract, including, without limitation, this Schedule C, are not subject to cost-of-living or other increases during the Term of the Contract (including renewal terms); provided, however, that the Change Order Labor Rates, the prices for "Optional Additional Internetwork Control Staff," and the prices for "Additional Help Desk Support to Help Desk Personnel" shall be subject to adjustment, effective each February 1 beginning in 1996, by an amount not to exceed the percentage increase during the prior calendar year in the CPI-W (U.S. City Average, All Items) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

V. ORDER OF PRECEDENCE

The prices and rates set forth in the Contract are intended to reflect, and to supersede and replace, those set forth in ISSC's Best and Final Offer Revised Cost Proposal. Accordingly, in the event of any inconsistency or conflict between the ISSC Best and Final Offer Revised Cost Proposal and any other parts of the Contract, the other parts of the Contract shall govern. ISSC shall not be entitled to payment for any item or service referred to in ISSC's Final Proposal, including, without limitation, ISSC's Best and Final Offer Revised Cost Proposal, unless another part of the Contract specifically provides that ISSC is entitled to payment for such item or service.



VI. APPROVED CONTRACT FUNDING.

The Parties acknowledge that the Michigan Administrative Board has approved funding for the Contract over a ten (10) year period in an amount not to exceed \$69 million. ISSC acknowledges that any payments under the Contract in excess of such amount will require additional funding approval(s) by the Michigan Administrative Board. Nothing in this Section VI shall be construed to mean that the Contract will not be terminable pursuant to Subsection 2.22(c) in the event that sufficient funds to cover the amounts payable by the State under the Contract are not appropriated or otherwise made available by law.

**Attachment C-1
Internetwork Development Project - Payment Deliverables and Milestone Payments**

Payment Deliverable Number	Description of Corresponding RFP Deliverables	RFP Deliverables Covered	Total Milestone Payment (1)	
Security and Disaster Recovery Phase				
PDI-01	Security Feasibility and Design Report	I-28		
	Security Administration Report	I-29		
	Security Platform Implementation Plan	I-37		
	Security Implementation Sign-Off	I-38		
	Disaster Recovery Plan and Procedures	I-30		
			\$1,806,692	
Internetwork Operations Phase				
PDI-02	INMS Design Report	I-11		
	INMS Implementation Plan	I-12		
	INMS Operation Procedures	I-13		
	INMS Installation Completion Sign-Off	I-14		
	Billing Design Report	I-31		
	Billing Operations Procedures	I-32		
	Problem Management Plan	I-33		
	Service Levels and Capacity Management	I-34		
				\$467,803
Internetwork Backbone Phase				
PDI-03	Internetwork Detailed Design Report	I-03		
	Internetwork Implementation Plan	I-04		
	Internetwork Operations Procedures	I-05		
	Equipment Installation Sign-Off	I-06		
			\$506,948	
Dial-Up Phase				
PDI-04	Dial-up Design Report	I-21		
	Dial-up Implementation Plan	I-22		
	Dial-up Operations Procedures	I-23		
	Dial-up Installation Completion Sign-Off	I-24		
			\$25,152	

**Attachment C-1
 Internetwork Development Project - Payment Deliverables and Milestone Payments**

Payment Deliverable Number	Description of Corresponding RFP Deliverables	RFP Deliverables Covered	Total Milestone Payment (1)
State Agency and MAIN Connect Phase			
PDI-05	MAIN Connection Sign-Off	I-07	
	PPRISM Connection Sign-Off	I-08	
	MIDB Connection Sign-Off	I-09	
	State Agency Pilot Sign-Off	I-10	
	State Agency Connections Report	I-25	
	State Agency Implementation Plan	I-26	
	State Agency Implementation Completion Sign-Off	I-27	
			\$192,352
E-Mail Phase (Optional)			
PDI-06	E-Mail Backbone Design Report	I-15	
	E-Mail Backbone Implementation Plan	I-16	
	E-Mail Operations Procedures	I-17	
	E-Mail Pilot	I-18	
	E-Mail Administration Training	I-19	
	E-Mail Installation Completion Sign-Off	I-20	
			\$615,299
Total Fixed Price			\$3,614,246

1. Subject to retainage in accordance with Section 2.5 of the Contract and Schedule C.

Note: Project management and status reports and other associated deliverables will be provided as set forth in Schedule K. The charges for project management activities have been allocated across the Payment Deliverables shown.

Attachment C-2

MIDB Development Project - Payment Deliverables

Payment Deliverable Number	Description of Corresponding RFP Deliverables	Total Milestone Payment¹
PDM-01	MIDB Server and Server Operating Licenses with Full Maintenance through Fiscal Year 1995, 30 Days of Continuous Operations	\$ 2,488,248
PDM-02	MIDB Survey, Requirements and Design	\$ 1,000,000
PDM-03	MIDB Pilot and Twenty Reports, 60 Days of Continuous Operation	\$ 1,000,000
PDM-04	Fully Operational MIDB, 60 Days of Continuous Operations with all Extract Programs and Fifty reports and screens	\$ 768,832
PDM-05	Operational Graphical User Interface	\$ 800,000
PDM-06	Pilot Executive Information System Implementation	\$ 650,000
PDM-07	Fully Operational Executive Information System	\$ 208,886
PDM-08 ²	Workstation Software with Full Maintenance through Fiscal Year 1995 (Based on State Authorized Quantities)	\$ 3,477,236
PDM-09	Fully Functional Integrated Library Facility (Optional purchase)	\$ 807,752
Total Fixed Price		\$11,200,954

1. Subject to retainage in accordance with Section 2.5 of the Contract and Schedule C.
2. Actual workstation software licenses and related maintenance services will be based on the quantities authorized by the State after completion of the applicable design and user surveys, among other things.

Attachment C-3
Processing Operations Services Pricing

Table C-3.1

FISCAL YEAR PRICING

CPU PRIME - SHIFT PRICING SCHEDULE

CPU Prime Baseline Level No.	Baseline Range Prime (9021-340 CPU Hours)		FY 1995 (eff 2/1/95)	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003
1	200-399 Hours/Month	Base Charge:	\$155,800	\$146,500	\$134,000	\$127,800	\$127,800	\$131,100	\$132,300	\$133,800	\$133,800
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
2	400-599 Hours/Month	Base Charge:	\$230,600	\$213,600	\$189,000	\$175,700	\$172,400	\$174,000	\$173,800	\$173,900	\$170,500
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$546	\$460	\$393	\$360	\$343	\$331	\$320	\$297
		Unit Decr. (-):	\$296	\$273	\$230	\$197	\$180	\$172	\$166	\$160	\$149
3	600-799 Hours/Month	Base Charge:	\$305,300	\$280,600	\$244,000	\$223,600	\$216,900	\$216,900	\$215,300	\$214,000	\$207,200
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
4	800-999 Hours/Month	Base Charge:	\$380,000	\$347,700	\$299,100	\$271,500	\$261,500	\$259,700	\$256,800	\$254,100	\$243,900
		Unit Charge:	\$390	\$352	\$293	\$257	\$241	\$233	\$226	\$219	\$203
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
5	1000-1199 Hours/Month	Base Charge:	\$458,700	\$418,800	\$358,200	\$323,500	\$310,200	\$306,800	\$302,500	\$298,400	\$284,800
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
6	1200-1399 Hours/Month	Base Charge:	\$533,400	\$485,900	\$413,200	\$371,400	\$354,800	\$349,700	\$344,000	\$338,500	\$321,500
		Unit Charge:	\$395	\$357	\$298	\$263	\$246	\$238	\$231	\$224	\$207
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
7	1400-1599 Hours/Month	Base Charge:	\$613,300	\$558,100	\$473,300	\$424,400	\$404,500	\$397,700	\$390,600	\$383,800	\$363,300
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
8	1600-1799 Hours/Month	Base Charge:	\$688,000	\$625,200	\$528,400	\$472,300	\$449,100	\$440,600	\$432,100	\$423,900	\$400,000
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
9	1800-1999 Hours/Month	Base Charge:	\$762,700	\$692,300	\$583,400	\$520,200	\$493,700	\$483,500	\$473,600	\$464,000	\$436,700
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
10	2000-2199 Hours/Month	Base Charge:	\$837,400	\$759,300	\$638,400	\$568,000	\$538,300	\$526,400	\$515,100	\$504,100	\$473,400
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
11	2200-2399 Hours/Month	Base Charge:	\$912,200	\$826,400	\$693,400	\$615,900	\$582,900	\$569,300	\$556,500	\$544,200	\$510,100
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145
12	2400-2600 Hours/Month	Base Charge:	\$986,900	\$893,400	\$748,400	\$663,800	\$627,400	\$612,200	\$598,000	\$584,300	\$546,800
		Unit Charge:	\$370	\$332	\$272	\$237	\$221	\$212	\$205	\$199	\$182
		Unit Incr. (+):	\$592	\$531	\$436	\$379	\$353	\$340	\$329	\$318	\$291
		Unit Decr. (-):	\$296	\$266	\$218	\$190	\$177	\$170	\$164	\$159	\$145

Notes:

- (1) ALL above Base Charges are monthly and represent the low end of each range.
- (2) ALL Unit Charges, Incr. Charges and Decr. Charges are hourly.
- (3) Unit Charges apply to all volumes within the applicable baseline range.
- (4) Unit Incr. and Decr. Charges apply to volumes outside the applicable baseline range.

March 16, 1995

Attachment C-3
Processing Operations Services Pricing

Table C-3.2
FISCAL YEAR PRICING

CPU OFF PRIME - SHIFT PRICING SCHEDULE

CPU Non-Prime Baseline Level No.	Baseline Range Prime (9021-340 CPU Hours)		FY 1995 (eff 2/1/95)	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003
1	200-399 Hours/Month	Base Charge:	\$83,900	\$78,900	\$72,200	\$68,800	\$68,800	\$70,600	\$71,300	\$72,100	\$72,000
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
2	400-599 Hours/Month	Base Charge:	\$124,100	\$115,000	\$101,800	\$94,600	\$92,800	\$93,700	\$93,600	\$93,600	\$91,800
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
3	600-799 Hours/Month	Base Charge:	\$164,400	\$151,100	\$131,400	\$120,400	\$116,800	\$116,800	\$116,900	\$116,200	\$111,600
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
4	800-999 Hours/Month	Base Charge:	\$204,600	\$187,200	\$161,000	\$146,200	\$140,800	\$139,900	\$138,300	\$136,800	\$131,300
		Unit Charge:	\$210	\$190	\$158	\$139	\$130	\$125	\$122	\$118	\$109
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
5	1000-1199 Hours/Month	Base Charge:	\$247,000	\$225,500	\$192,900	\$174,200	\$167,000	\$165,200	\$162,900	\$160,700	\$153,400
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
6	1200-1399 Hours/Month	Base Charge:	\$287,200	\$261,600	\$222,500	\$200,000	\$191,000	\$188,300	\$185,200	\$182,300	\$173,100
		Unit Charge:	\$213	\$192	\$160	\$141	\$133	\$128	\$124	\$121	\$112
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
7	1400-1599 Hours/Month	Base Charge:	\$330,200	\$300,500	\$254,900	\$228,500	\$217,800	\$214,200	\$210,300	\$206,700	\$195,600
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
8	1600-1799 Hours/Month	Base Charge:	\$370,500	\$336,600	\$284,500	\$254,300	\$241,800	\$237,300	\$232,700	\$228,300	\$215,400
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
9	1800-1999 Hours/Month	Base Charge:	\$410,700	\$372,700	\$314,100	\$280,100	\$265,800	\$260,400	\$255,000	\$249,900	\$235,200
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
10	2000-2199 Hours/Month	Base Charge:	\$450,900	\$408,900	\$343,700	\$305,900	\$289,800	\$283,400	\$277,300	\$271,400	\$254,900
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
11	2200-2399 Hours/Month	Base Charge:	\$491,200	\$445,000	\$373,400	\$331,700	\$313,900	\$306,500	\$299,700	\$293,000	\$274,700
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78
12	2400-2600 Hours/Month	Base Charge:	\$531,400	\$481,100	\$403,000	\$357,400	\$337,800	\$329,600	\$322,000	\$314,600	\$294,400
		Unit Charge:	\$199	\$179	\$147	\$128	\$119	\$114	\$111	\$107	\$98
		Unit Incr. (+):	\$319	\$286	\$235	\$204	\$190	\$183	\$177	\$171	\$157
		Unit Decr. (-):	\$159	\$143	\$117	\$102	\$95	\$92	\$89	\$86	\$78

Notes:

- (1) All above Base Charges are monthly and represent the low end of each range.
- (2) All Unit Charges, Incr. Charges and Decr. Charges are hourly.
- (3) Unit Charges apply to all volumes within the applicable baseline range.
- (4) Unit Incr. and Decr. Charges apply to volumes outside the applicable baseline range.

March 16, 1995

Attachment C-3
Processing Operations Services Pricing

Table C-3.3
FISCAL YEAR PRICING

DASD PRICING SCHEDULE

DASD Baseline Level No.	Baseline Range Gigabytes		FY 1996 (eff 2/1/95)	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003
1	100-199	Base Charge:	\$82,900	\$82,100	\$80,800	\$79,000	\$78,900	\$77,700	\$77,100	\$77,900	\$79,300
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
2	200-299	Base Charge:	\$118,400	\$116,800	\$114,000	\$109,000	\$106,900	\$102,500	\$99,200	\$98,800	\$99,400
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
3	300-399	Base Charge:	\$153,800	\$151,200	\$147,200	\$139,000	\$134,900	\$127,400	\$121,400	\$119,600	\$119,500
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
4	400-499	Base Charge:	\$189,300	\$185,800	\$180,500	\$169,000	\$163,000	\$152,200	\$143,500	\$140,500	\$139,600
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
5	500-599	Base Charge:	\$224,700	\$220,300	\$213,700	\$199,000	\$191,000	\$177,000	\$165,700	\$161,400	\$159,600
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
6	600-699	Base Charge:	\$260,200	\$254,900	\$246,900	\$229,000	\$219,000	\$201,900	\$187,900	\$182,300	\$179,700
		Unit Charge:	\$390	\$381	\$367	\$336	\$316	\$285	\$258	\$245	\$237
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
7	700-799	Base Charge:	\$299,500	\$293,400	\$284,000	\$262,900	\$250,900	\$230,600	\$213,900	\$207,100	\$203,700
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
8	800-899	Base Charge:	\$335,000	\$327,900	\$317,200	\$292,900	\$279,000	\$255,500	\$236,100	\$228,000	\$223,800
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
9	900-999	Base Charge:	\$370,400	\$362,500	\$350,500	\$322,900	\$307,000	\$280,300	\$258,200	\$248,900	\$243,900
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
10	1000-1099	Base Charge:	\$405,800	\$397,100	\$383,700	\$352,900	\$335,000	\$306,100	\$280,400	\$269,700	\$264,000
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
11	1100-1199	Base Charge:	\$441,300	\$431,600	\$416,900	\$383,000	\$363,000	\$330,000	\$302,500	\$290,600	\$284,100
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124
12	1200-1300	Base Charge:	\$476,700	\$466,200	\$450,100	\$413,000	\$391,100	\$354,800	\$324,700	\$311,500	\$304,200
		Unit Charge:	\$351	\$342	\$329	\$297	\$278	\$246	\$219	\$207	\$199
		Unit Incr. (+):	\$439	\$428	\$411	\$371	\$347	\$308	\$274	\$258	\$249
		Unit Decr. (-):	\$219	\$214	\$206	\$186	\$173	\$154	\$137	\$129	\$124

Notes:

- (1) ALL above Base Charges are monthly and represent the low end of each range.
- (2) ALL Unit Charges, Incr. Charges and Decr. Charges are hourly.
- (3) Unit Charges apply to all volumes within the applicable baseline range.
- (4) Unit Incr. and Decr. Charges apply to volumes outside the applicable baseline range.

March 16, 1995

Attachment C-3

Processing Operations Services Pricing

Table C-3.4

FISCAL YEAR PRICING

TAPE PRICING SCHEDULE

Tape Baseline Level No.	Baseline Range Mounts		FY 1995 (eff 2/1/95)	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003
1	0-1200	Base Charge:	\$3,030	\$3,060	\$3,108	\$3,038	\$3,070	\$3,150	\$3,200	\$3,240	\$3,288
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
2	1200-2400	Base Charge:	\$5,940	\$5,978	\$6,035	\$5,918	\$5,938	\$6,983	\$6,050	\$6,090	\$6,130
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
3	2400-3600	Base Charge:	\$8,850	\$8,888	\$8,960	\$8,605	\$8,615	\$8,818	\$8,900	\$8,933	\$8,970
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
4	3600-4800	Base Charge:	\$11,760	\$11,805	\$11,888	\$11,385	\$11,383	\$11,650	\$11,743	\$11,780	\$11,820
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
5	4800-6000	Base Charge:	\$14,670	\$14,715	\$14,813	\$14,165	\$14,158	\$14,485	\$14,593	\$14,623	\$14,660
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
6	6000-7200	Base Charge:	\$17,570	\$17,630	\$17,740	\$16,953	\$16,928	\$17,318	\$17,443	\$17,473	\$17,503
		Unit Incr. (+):	\$2.91	\$2.92	\$2.91	\$2.91	\$2.91	\$2.91	\$2.91	\$2.91	\$2.91
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.46	\$1.46	\$1.46	\$1.46	\$1.46	\$1.46
7	7200-8400	Base Charge:	\$20,480	\$20,548	\$20,668	\$19,733	\$19,703	\$20,153	\$20,285	\$20,313	\$20,350
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
8	8400-9600	Base Charge:	\$23,390	\$23,458	\$23,600	\$22,515	\$22,478	\$22,988	\$23,135	\$23,163	\$23,193
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
9	9600-10800	Base Charge:	\$26,300	\$26,375	\$26,528	\$25,303	\$25,248	\$25,820	\$25,985	\$26,005	\$26,033
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
10	10800-12000	Base Charge:	\$29,210	\$29,285	\$29,453	\$28,083	\$28,023	\$28,655	\$28,836	\$28,855	\$28,883
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
11	12000-13200	Base Charge:	\$32,120	\$32,203	\$32,380	\$30,870	\$30,793	\$31,488	\$31,678	\$31,695	\$31,723
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
12	13200-14400	Base Charge:	\$35,020	\$35,110	\$35,305	\$33,850	\$33,868	\$34,323	\$34,528	\$34,538	\$34,563
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
13	14400-15600	Base Charge:	\$37,930	\$38,028	\$38,233	\$36,430	\$36,335	\$37,156	\$37,378	\$37,388	\$37,405
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
14	15600-16800	Base Charge:	\$40,840	\$40,938	\$41,158	\$39,218	\$39,113	\$39,990	\$40,220	\$40,228	\$40,253
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
15	16800-18000	Base Charge:	\$43,750	\$43,855	\$44,085	\$41,998	\$41,880	\$42,823	\$43,070	\$43,078	\$43,095
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42

Note: ALL above Base Charges are monthly and ALL Unit Incr. and Decr. Charges are in Mounts.

February 14, 1995

Attachment C-3
Processing Operations Services Pricing

Table C-3.4 (cont'd)
FISCAL YEAR PRICING

TAPE PRICING SCHEDULE

(continued...)

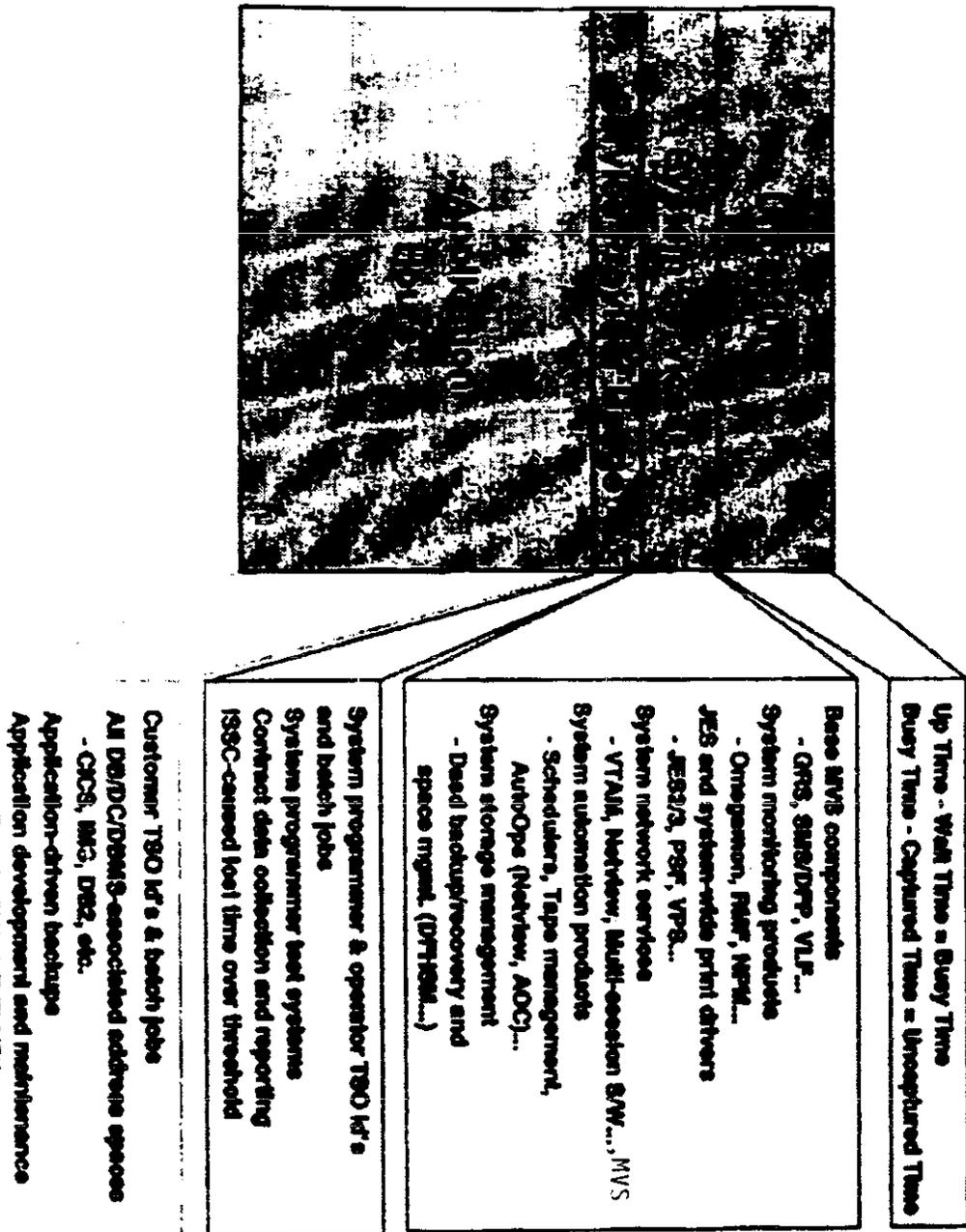
Tape Baseline Level No.	Baseline Range Mounts		FY 1995 (eff 2/1/95)	FY 1996	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	FY 2003
16	18000-19200	Base Charge:	\$46,660	\$46,765	\$47,010	\$44,778	\$44,655	\$45,658	\$45,920	\$45,920	\$45,935
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
17	19200-20400	Base Charge:	\$49,560	\$49,680	\$49,938	\$47,565	\$47,433	\$48,493	\$48,763	\$48,768	\$48,785
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
18	20400-21600	Base Charge:	\$52,470	\$52,598	\$52,865	\$50,345	\$50,200	\$51,325	\$51,613	\$51,610	\$51,625
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
19	21600-22800	Base Charge:	\$55,380	\$55,508	\$55,798	\$53,128	\$52,975	\$54,160	\$54,463	\$54,460	\$54,468
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
20	22800-24000	Base Charge:	\$58,290	\$58,425	\$58,725	\$55,915	\$55,745	\$56,993	\$57,305	\$57,300	\$57,308
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
21	24000-25200	Base Charge:	\$61,200	\$61,335	\$61,650	\$58,695	\$58,520	\$59,828	\$60,155	\$60,150	\$60,158
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
22	25200-26400	Base Charge:	\$64,110	\$64,253	\$64,578	\$61,483	\$61,290	\$62,660	\$63,005	\$62,993	\$62,998
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
23	26400-27600	Base Charge:	\$67,010	\$67,160	\$67,503	\$64,263	\$64,065	\$65,495	\$65,848	\$65,833	\$65,838
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
24	27600-28800	Base Charge:	\$69,920	\$70,078	\$70,430	\$67,043	\$66,833	\$68,328	\$68,698	\$68,683	\$68,688
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42
25	28800-30000	Base Charge:	\$72,830	\$72,988	\$73,355	\$69,830	\$69,610	\$71,163	\$71,548	\$71,525	\$71,528
		Unit Incr. (+):	\$2.91	\$2.92	\$2.93	\$2.78	\$2.77	\$2.83	\$2.85	\$2.85	\$2.84
		Unit Incr. (-):	\$1.46	\$1.46	\$1.46	\$1.39	\$1.38	\$1.42	\$1.43	\$1.43	\$1.42

Note: ALL above Base Charges are monthly and ALL Unit Incr. and Decr. Charges are in Mounts.

February 14, 1995

Table C-3.5

MVS Application Hours - Low Level Definition -



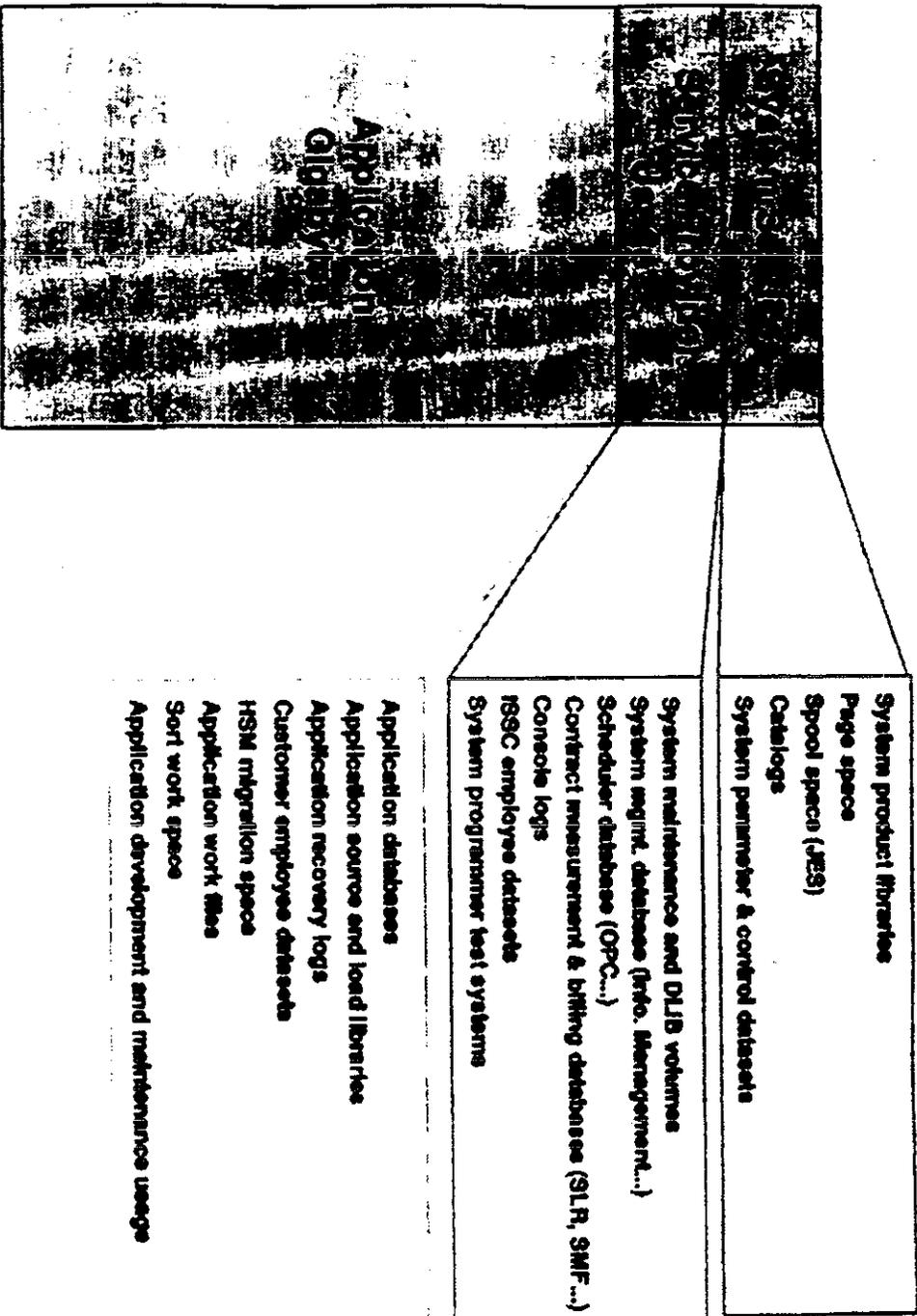
TCP/IP

0091002

11/18/93

Table C-3.6

MVS Peak Allocated Application Gigabytes - Low Level Definition -



00500002

00500001



Attachment C-4

Internetwork Operations Services Pricing

This Attachment C-4 to Schedule C sets forth the detailed pricing information for ISSC's performance of the Internetwork Operations Services. For the purposes of this Attachment C-4, references to months shall be to calendar months unless otherwise specified.

- I. Monthly Base Charge for the Initial Term For each month of the Internetwork Operations Services initial term specified below, the State agrees to pay to ISSC the Monthly Base Charge specified below for the Internetwork Operations Services performed by ISSC in such month. With respect to the State's first payment hereunder, the Monthly Base Charge will be prorated on a daily basis to reflect the balance of the month in which the Commencement Date occurs

Month	Monthly Base Charge
Commencement Date - Sep. '94	\$38,044
Oct. '94 - Sep. '95	\$37,940

- II. Monthly Base Charge for Renewal Terms The State agrees to pay ISSC the Monthly Base Charge specified below for the Internetwork Operations Services performed by ISSC in each month in which the Internetwork Operations Services are elected to be renewed by the State under the Contract

Month	Monthly Base Charge
<u>First Renewal Term:</u>	
Oct. '95 - Sep '96	\$44,266
Oct. '96 - Sep. '97	45,625
<u>Second Renewal Term:</u>	
Oct. '97 - Sep '98	\$47,061
Oct. '98 - Sep '99	48,532



<u>Third Renewal Term:</u>	
Oct. '99 - Sep. '00	\$50,071
Oct. '00 - Sep. '01	51,605

III. Optional Internetwork Operations Services

A Hardware and Software Maintenance Fees. If the State elects to have ISSC provide the optional Hardware or Software maintenance under the Contract for the Internetwork Operations Services during a fiscal year of any renewal terms under the Contract, the State shall make an annual election to do so and shall pay ISSC the additional monthly charges specified below for each month of each such fiscal year in which ISSC provides such optional Hardware or Software maintenance. The State will provide ISSC with notice, a reasonable time prior to the commencement of each fiscal year of any renewal terms, if the State elects to obtain such optional Hardware and/or Software maintenance during such fiscal year

Month	Monthly Charge	
	Hardware	Software
Oct. '95 - Sep. '96	\$ 9,913	\$4,837
Oct. '96 - Sep. '97	10,260	4,998
Oct. '97 - Sep. '98	10,620	5,162
Oct. '98 - Sep. '99	10,991	5,357
Oct. '99 - Sep. '00	11,376	5,554
Oct. '00 - Sep. '01	11,774	5,723

B Additional Internetwork Control Staff. If the State elects to have ISSC provide additional Internetwork Control Center staff resources on a full time basis under the Contract, the State shall pay ISSC (i) a one-time charge of \$11,400 the first time the State elects to have any such additional staff resources provided, and (ii) an additional monthly charge of \$19,300 per month for each such full-time employee provided by ISSC. ISSC agrees that the individuals provided to the State under this option will be of at least an administrator labor category



IV. Change Order Labor Rates Listed in Attachment C-6 are the hourly Change Order Labor Rates for additional staff provided by ISSC with respect to the Internetwork Services on a less-than-full-time basis.



Attachment C-5

MIDB Operations Services Pricing

This Attachment C-5 to Schedule C sets forth the detailed pricing information for ISSC's performance of the MIDB Operations Services. For the purposes of this Attachment C-5, references to months shall be to calendar months unless otherwise specified.

- I Monthly Base Charge for the Initial Term. For each month of the MIDB Operations Services initial term specified below, the State shall pay ISSC the Monthly Base Charge specified below for the MIDB Operations Services performed by ISSC in each such month. With respect to the State's first payment hereunder, the Monthly Base Charge will be prorated on a daily basis to reflect the balance of the month in which in the Commencement Date occurs.

Month	Monthly Base Charge
Commencement Date - Sep. '94	\$71,289
Oct. '94 - Sep. '95	71,289

- II Monthly Base Charge for Renewal Terms. The State agrees to pay ISSC the Monthly Base Charge specified below for the MIDB Operations Services performed by ISSC in each month in which the MIDB Operations Services are elected to be renewed by the State under the Contract.

Month	Monthly Base Charge
<u>First Renewal Term:</u>	
Oct. '95 - Sep. '96	\$29,539
Oct. '96 - Sep. '97	30,932
<u>Second Renewal Term:</u>	
Oct. '97 - Sep. '98	32,381
Oct. '98 - Sep. '99	33,888



<u>Third Renewal Term:</u>	
Oct. '99 - Sep. '00	35,455
Oct. '00 - Sep. '01	37,084

III. Optional MIDB Operations Services

- A. Hardware and Software Maintenance Fees. If the State elects to have ISSC provide the optional Hardware or Software maintenance under the Contract for the MIDB Operations Services during a fiscal year of any renewal terms under the Contract, the State shall make an annual election to do so and shall pay ISSC the additional monthly charges specified below for each month of each such fiscal year in which ISSC provides such optional Hardware or Software maintenance. The State will provide ISSC with notice, a reasonable time prior to the commencement of each fiscal year of any renewal terms, if the State elects to obtain such optional Hardware and/or Software maintenance during such fiscal year.

Month	Monthly Charge	
	Hardware	Software
Oct. '95 - Sep. '96	\$1,529	\$73,563
Oct. '96 - Sep. '97	1,591	76,506
Oct. '97 - Sep. '98	1,654	79,566
Oct. '98 - Sep. '99	1,720	82,749
Oct. '99 - Sep. '00	1,789	86,059
Oct. '00 - Sep. '01	1,861	89,501

- B. Additional Help Desk Support Staff. Listed below are the monthly rates for additional help desk support staff resources in the event the State elects under the Contract to have ISSC provide any such additional resources. The rates are listed according to the specific MIDB Operations Services function supplemented by each respective individual. The State acknowledges that the rates specified below are based upon the State retaining each individual provided under this provision for three (3) month increments. ISSC agrees that each individual provided under this provision will be at least an administrator labor category.



Service Supplemented	Monthly Charge
MIDB	\$13,041
EIS	18,320
IATs	6,341

IV Change Order Labor Rates. Listed in Attachment C-6 are the hourly Change Order Labor Rates for additional staff provided by ISSC with respect to the MIDB Services on a less-than-full-time basis



Attachment C-6

Change Order Labor Rates

Listed below are the fully-loaded hourly Change Order Labor Rates for additional staff provided by ISSC under Change Authorization Orders, other than for any particular work for which the Attachments to Schedule F contain specific rates. Section I contains a table specifying the Change Order Labor Rates applicable to work performed by ISSC and its Approved Subcontractors under Change Authorization Orders with respect to the Internetwork Services. Section II contains a table specifying the Change Order Labor Rates applicable to ISSC and its Approved Subcontractors with respect to work performed under Change Authorization Orders other than work relating to the MIDB Services or any other work under the Contract. ISSC acknowledges that the State shall have the right to obtain any additional services or materials from third parties regardless of whether such services or materials are then currently being offered by ISSC.

I Internetwork Services

Individual and/or Position	Contract Hourly Rate
Consultant (Network)	\$235
Manager	150
Network Analyst	114
Programmer	98
Network Operations Specialist	85
Network Installation Specialist	81
Network Technician	60
Administrative Assistant	35

II MIDB Services and all Other Services

Individual and/or Position	Contract Hourly Rate
Consultant	\$235
Project Manager	150



Analyst	96
Database Analyst/ Programmer/ Administrator	85
Programmer	75
Junior Programmer	60
Administrative Assistant	35



Attachment C-7

Example to Illustrate Change of Baseline Level During Month

Assumptions:

- Month: June 1995
- Prime-Shift CPU Hours Used: 853 hours
- DASD Used: 337 Gigabytes
- Baseline Ranges in Effect:
 - Prime-Shift CPU Utilization:
 - Level 2 (400-599 hours) from June 1-6; Monthly Base Charge = \$230,600
 - Level 3 (600-799 hours) from June 7-30; Monthly Base Charge = \$305,300
 - Unit Charge Rate = \$370/hr
 - ARC Rate = \$592/hr
 - RRC Rate = \$296/hr
 - DASD Utilization:
 - Level 1 (100-199 Gb) from June 1-6; Monthly Base Charge = \$82,900
 - Level 2 (200-299 Gb) from June 7-30; Monthly Base Charge = \$118,400
 - Unit Charge Rate = \$351/Gb
 - ARC Rate = \$439/Gb
 - RRC Rate = \$219/Gb

Calculation of Charges:

- Prime-Shift CPU Utilization from June 1-6:
 - Allocate 6/30 of 853 hours = 170.6 hours used
 - Pro-rate lower bound of range: 400 hrs. x 6/30 = 80 hours
 - Pro-rate upper bound of range: 599 hrs. x 6/30 = 119.8 hours



- Pro-rate Monthly Base Charge:	$\$230,600 \times 6/30 =$	\$46,120.00
- Calculate Unit Charge: ¹	$\$370/\text{hr.} \times (119.8 - 80) =$	\$14,726.00
- Calculate ARC: ²	$\$592/\text{hr.} \times (170.6 - 119.8) =$	\$30,073.60
- Calculate RRC: ³		<u>\$ 0.00</u>
	Subtotal:	\$90,919.60

- Prime-Shift CPU Utilization from June 7-30:

- Allocate 24/30 of 853 hours =	682.4 hours used	
- Pro-rate lower bound of range:	600 hrs. x 24/30 =	480 hours
- Pro-rate upper bound of range:	799 hrs. x 24/30 =	639.2 hours
- Pro-rate Monthly Base Charge:	$\$305,300 \times 24/30 =$	\$244,240.00
- Calculate Unit Charge:	$\$370/\text{hr.} \times (639.2 - 480.0) =$	\$ 58,904.00
- Calculate ARC:	$\$592/\text{hr.} \times (682.4 - 639.2) =$	\$ 25,574.90
- Calculate RRC:		<u>\$ 0.00</u>
	Subtotal:	\$328,718.90
	Total Prime-Shift CPU:	\$419,638.50

- DASD Utilization from June 1-6:

- Allocate 6/30 of 337 Gb =	67.4 Gb used	
- Pro-rate lower bound of range:	100 Gb x 6/30 =	20 Gb
- Pro-rate upper bound of range:	199 Gb x 6/30 =	39.8 Gb
- Pro-rate Monthly Base Charge:	$\$82,900 \times 6/30 =$	\$16,580.00
- Calculate Unit Charge:	$\$351/\text{Gb} \times (39.8 - 20.0) =$	\$ 6,949.80
- Calculate ARC:	$\$439/\text{Gb} \times (67.4 - 39.8) =$	\$12,116.40
- Calculate RRC:		<u>\$ 0.00</u>
	Subtotal:	\$35,646.20

¹ Unit Charge = Unit Charge Rate x (pro-rated upper bound - pro-rated lower bound).

² ARC = Unit Increase Rate x (allocated usage - pro-rated upper bound).

³ RRC = Unit Decrease Rate x (pro-rated lower bound - allocated usage).



- DASD Utilization from June 7-30:
 - Allocate 24/30 of 337 Gb = 269.6 Gb used
 - Pro-rate lower bound of range: 200 Gb x 24/30 = 160 Gb
 - Pro-rate upper bound of range: 299 Gb x 24/30 = 239.2 Gb
 - Pro-rate Monthly Base Charge: $\$118,400 \times 24/30 =$ \$ 94,720.00
 - Calculate Unit Charge: $\$351/\text{Gb} \times (239.2 - 160.0) =$ \$ 27,799.20
 - Calculate ARC: $\$439/\text{Gb} \times (269.6 - 239.2) =$ \$ 13,345.60
 - Calculate RRC: \$ 0.00
 - Subtotal: \$135,864.80
 - Total DASD Utilization: \$171,511.00
 - Grand Total: \$591,149.50



Schedule J
(Amended and Restated as of May 31, 1995)

KEY PERSONNEL

The following personnel are designated as Key Personnel:

William Ruddock
Horace Bryce
MariAn Wiley

Outsourcing Contractor Representative
Data Base Administrator
Code Promotion Manager

173391-1\DOCSDC1

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MICHIGAN 48909

June 1, 1995

CHANGE NOTICE NO. 15
 TO
 CONTRACT AGREEMENT NO. 071B4000144

Supersedes Contract No. 0144

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909		TELEPHONE (517) 377-3900
		FEDERAL I.D. NUMBER [REDACTED]
		BUYER Unit 9 Billie Collins <i>bc</i>
COMMODITY #7099-0000 Michigan Administrative Information Network (MAIN) Technology Services Department of Management and Budget		BID LIST #9893
CONTRACT PERIOD 22 Months From: December 1, 1993		To: September 30, 1995
TERMS Net 30 Days	SHIPMENT As Required	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE(S):

The attached Change Authorization Order Numbers 60 is hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 5/30/95.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 60

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

The purpose of this order is to authorize ISSC to provide classroom training for COBOL II for the State of Michigan.

A. Scope

As part of this change ISSC will deliver to the State of Michigan:

COBOL II

This five-day course is designed for the beginning VS COBOL II programmer, who has little or no experience programming in the COBOL language. Through the use of lectures and lab exercises, new VS COBOL II programmers have the opportunity to learn design, coding and debugging techniques specific to the VS COBOL II language. The State of Michigan will provide classroom facilities for this training class.

B. Deliverables

NONE

C. Costs

The State will be responsible for the following costs:

<u>Class</u>	<u>Set up Costs</u>	<u>Class Cost</u>	<u>Travel</u>	<u>Total Cost*</u>	<u>Additional Student</u>
COBOL II	None	\$15,408	\$1,450	\$16,868	\$481.50
Total Cost for 14 Students				\$16,868	

Note: All on-site class prices are for a maximum of 14 students per class. Additional students may be enrolled at the specified additional student fee.

D. Facilities

This class will be scheduled at State provided facilities.

Check One:

This order shall be performed for the benefit of Department of Management and Budget (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

Form No. DMB 234A (Rev. 3/92)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with contract terms
 and conditions and this notice, may be considered in default of
 contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MICHIGAN 48909

May 22, 1995

CHANGE NOTICE NO. 14
TO
CONTRACT AGREEMENT NO. 071B4000144
between **Supersedes Contract No. 0144**
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900 FEDERAL I.D. NUMBER <div style="background-color: black; width: 100px; height: 15px; margin: 2px 0;"></div> BUYER Unit 9 Billie Collins <i>Bc</i>
COMMODITY #7099-0000 BID LIST #9893 Michigan Administrative Information Network (MAIN) Technology Services Department of Management and Budget	
CONTRACT PERIOD 22 Months From: December 1, 1993 To: September 30, 1995	
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):

The attached Change Authorization Order Numbers 52, 58 and 59 are hereby incorporated as part of the contract.

AUTHORITY/REASON: Agency request 5/17/95.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 52

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

The State of Michigan has determined that the IMAIN environment which was originally set up to support the agency interface testing will be required to support PMAIN fixes and maintenance. The purpose of this environment will be to allow State and KPMG support personnel the ability to test minor changes to the production environment prior to installing the change in production. This will allow major development and testing to occur in the Development and Test environments. It will also be the intent of the State to utilize this environment to test batch interfaces for new and changed interfaces. These requirements will require that the environment support full migration support to allow code from production to be checked out, modified and promoted to IMAIN. Once testing is complete, the environment will allow the fix to be promoted to the production libraries

A. Service Levels

Environment Availability

On-Line CICS

6 am -12 pm Monday 7 days per week
exclusive of maintenance windows

Response Time

CICS Region

Response time in this region shall be measured and reported to the State. Response time will be summarized into four categories as follows:

- < .5 Seconds
- < 1 Second
- < 2 Seconds
- < 3 Seconds

B. Deliverables

OS-33 "Certification of Availability of the IMAIN Environment to support Production Fixes".

C. Costs

The State will be responsible for all Application Gigabytes and Application CPU Hours associated with the running of this environment.

The State will be responsible for a one time set-up charge to establish the Agency Testing Environment as follows:

Support Item	Set-Up Hours	Price Per Hour	Total Price Set-up
CICS	60	\$ 96.00	\$ 5,760
DBA	90	\$ 85.00	\$ 7,650
ChangeMan	24	\$ 96.00	\$ 2,304
I/M & SMC	16	\$ 75.00	\$ 1,200
SLG	8	\$ 75.00	\$ 600
DSM	40	\$ 96.00	\$ 3,840
NetVlew	16	\$ 96.00	\$ 1,536
Performance	8	\$ 96.00	\$ 768
ID	8	\$ 35.00	\$ 280
RACF	40	\$ 96.00	\$ 3,840
Totals	310		\$ 27,778

This change order is not subject to an on-going monthly charge and includes the cost to Set IMAIN up to meet the following objectives:

- 1) Run a test of DAFM294
- 2) Run month end reports
- 3) Act as the Production fix and test Environment.

However, should the State require a major re-work of the environment to accomplish other objectives, this new set up requirement would be handled through an additional change order.

Schedule

ISSC will set up the IMAIN environment to meet each of the three objectives above within two weeks of the State providing the requirements for each objective.

III. State Authorization

Check One:

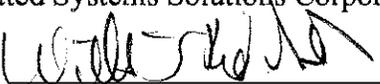
This order shall be performed for the benefit of The Department of Treasury and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing Agency is a Party to the Contract solely with 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 ad 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

There are no attachments to this Order:

Integrated Systems Solutions Corporation

By: 

Title: Outsourcing Contractor Representative

Date: 5/4/95

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 58

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 100.8 additional gigabytes of HP disk, a third DAT tape drive, a modem and a 14" monitor for the MIDB. The new disk space will be protected via another UPS that maintains power for a minimum of 15 minutes.

B. Deliverables

Deliverables will be 1) 100.8 gigabytes of HP Disk, a DAT tape drive, a modem, a 14" monitor, associated HP adapters, racks, and cables, and one year of maintenance for the HP equipment. 2) A Deltec UPS to support this disk space configuration and 5 years of maintenance.

C. Costs

Configuration and Services for the additional MIDB equipment:

100.8Gig Plus	List	Price
SCSI-2 Host adapter	\$1,295.00	\$1,027.71
Cable	\$100.00	\$79.36
System installation	\$1,698.00	\$1,360.92
Modem	\$2,630.00	\$2,087.17
Rack	\$2,450.00	\$1,944.32
Disk Arrays - 3	\$45,000.00	\$35,712.00
Disk Modules - 60	\$127,500.00	\$101,184.00
14" Monitor	\$895.00	\$810.15
System Support	\$6,601.00	\$5,255.08
DELTEC	\$5,175.00	\$3,829.12
DAT Autoloader	\$6,500.00	\$5,883.80
Support	\$414.00	\$374.75
Installation	\$354.00	\$320.44
Shelf	\$75.00	\$74.40
Shipping*	\$3,100.00	\$3,100.00
TOTAL	\$203,787.00	\$163,043.24

* 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 HP equipment and UPS 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.

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: *[Signature]*
Title: Project Executive
Date: 3 May 95

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: *[Signature]*
Title: Mgr. I.T.
Date: 5/22/95

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 59

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. Content

This document describes the evolving responsibilities and organization needed to maintain the MIDB and MAIN-Net servers, applications and operations as these projects exit development and enter production. It describes the environments required to be supported, the team requirements based on functional areas of support and the associated terms and costs.

The State will assume the overall maintenance and management of the MIDB and MAIN-Net servers and applications. ISSC will be responsible for operations of the MIDB, management and partial staffing of the NCC, and will provide staff reporting to the State in support of the MIDB and MAIN-Net servers and applications.

B. Environment

The MAIN-Net environment includes the 2 IBM RS/6000 processors running AIX operating systems. These machines function as servers used for Domain Name Services (DNS), the Integrated Network Management System (INMS) and Security Services (SS). These functions utilize Sybase databases, work in conjunction with a Graphical User Interface (GUI) front end called MAP, and have applications developed for Network Management and Security Services.

The MIDB environment includes an HP 9000/890 processor running the HP-UX operating system. This machine functions as a data warehouse server utilizing an Oracle database subsystem, CA-Unicenter for control mechanisms, and a suite of products to support its applications. The applications developed to use or support the data warehouse include: the Executive Information System (EIS), the Information Access Tool reports (IAT), an Archive and Reload Facility (ARF), and a Data Extract Facility (DEF).

The MIDB and MAIN-Net environments utilize client server technology and thus workstation environments exist. These include the MAC System 7 and DOS/Windows workstation configuration. These configurations use many products for terminal emulation, TCP/IP, database access, IAT tools, EIS application and products and many workstation tools such as the Microsoft Office suite.

The created environment is very sophisticated and this complexity requires individuals with management skills, data knowledge and specialized technical skills. Because of these specialized skill requirements, a joint effort is envisioned for maintenance of the MIDB and MAIN-Net servers and applications.

C. Team

Multiple teams will be used to manage this environment; a Technology team, an MIDB team, an Operations team and a Network Control Center team. ISSC and State resources will be used in staffing these teams. Some ISSC resources are supplied under the firm fixed price contract and others depicted by the costs associated with this document. The teams will work on a priority based management system, assigned by the State. The Technology and MIDB teams will be managed by the State, with the Operations and NCC being managed by ISSC. The support areas and initial recommend staffing levels for each of these teams are:

Technology Support Areas	State	ISSC
MAP and Security Services	0	1
Unix Administrator (MIDB, INMS, SS)	1	1
MIDB Support Areas	State	ISSC
IAT	1	1
Database Administrator (Oracle, Sybase)	1	2
Data Extract and Verification	1	3
Project Management	1	1
EIS	2	0
NCC and INMS Services	3	3
MIDB Operations	0	3

E. Costs

The following costs depict those resources required from ISSC for FY95 that are in addition to those supplied via the original fixed price contract. Since this is only additional costs, the chart doesn't reflect the ISSC in-scope, State or Data Architect resources or fees.

Technology Support Areas	ISSC	Hourly	FY95 Cost Estimate
MAP and Security Services	1	\$96	\$76,800
Unix Administrator (MIDB, INMS, SS)	1	\$85	\$88,400
MIDB Support Areas	ISSC	Hourly	FY95 Cost Estimate
Database Administrator (Oracle, Sybase)	2	\$85	\$139,400
Data Extract and Verification	3	\$85	\$224,400
Project Management	1	\$150	\$71,000
Total			\$600,000

Assumptions:

- The State has the right of refusal of all ISSC staff.
- Additional staff can be added as needed at the State's request.
- All costs are estimated based on 40 hours per week.
- MAP and Security Services staff cost is estimated:
 - 5/3/95 through 5/21/95 (40 hours expended) and
 - 5/22/95 through 9/29/95.
- Unix Administrator staff cost is estimated:
 - 4/3/95 through 9/29/95.
- Database Administrator staff cost is estimated:
 - 4/3/95 through 9/29/95 and
 - 5/22/95 through 8/31/95.
- Data Extract and Verification staff cost is estimated:
 - 4/3/95 through 9/29/95,
 - 4/10/95 through 9/29/95 and
 - 5/22/95 through 8/31/95.
- Project Management staff cost is estimated:
 - 4/17/95 through 7/15/95.
- Enhancements requiring immediate attention or efforts exceeding the available time of resources will be handled by a contractual addition.
- The State will have the option of extending services beyond FY95.

The following costs depict those resources required from ISSC for FY96 and FY97 that are in addition to those supplied via the original fixed price contract. Since this is only additional costs, the chart doesn't reflect the ISSC in-scope, State or Data Architect resources or fees.

Technology Support Areas	ISSC	Hourly	FY96 & FY97 Cost Estimate
MAP and Security Services	1	\$96	\$399,360
Unix Administrator (MIDB, INMS, SS)	1	\$85	\$353,600
MIDB Support Areas			
	ISSC	Hourly	FY96 & FY97 Cost Estimate
Database Administrator (Oracle, Sybase)	1	\$85	\$353,600
Data Extract and Verification	1	\$85	\$353,600
Total			\$1,460,160

Assumptions:

- The State has the right of refusal of all ISSC staff.
- Additional staff can be added as needed at the State's request.
- All costs are estimated based on 52 weeks per year and 40 hours per week.
- MAP and Security Services staff cost is estimated:
 - 10/1/95 through 9/30/97.
- Unix Administrator staff cost is estimated:
 - 10/1/95 through 9/30/97.
- Database Administrator staff cost is estimated:
 - 10/1/95 through 9/30/97.
- Data Extract and Verification staff cost is estimated:
 - 10/1/95 though 9/30/97.
- Enhancements requiring immediate attention or efforts exceeding the available time of resources will be handled by a contractual addition.
- The State will have the option of extending services beyond FY97.

Attachment 1: Roles of Each Support Area

For clarification, the general roles and responsibilities of each support group are outlined below. As appropriate, staff will be crossed trained and will work across areas.

Workstation Support Staff Activities:

- Maintenance of field configurations
- Technical support to MAIN installation assistance personnel
- Regression testing against new versions of workstation hardware or software including: PowerPC's, Pentiums, DOS/Windows, Mac OS, PCTCP, CTC, ICC, MacTCP, InterCon, SQL, IATs, EISs, MAP, and the like
- Vendor relations (workstation software)
- Product distribution

MAP and Security Services Staff Activities:

- Maintenance of programs in execution on AIX, Windows and Mac platforms
- New function development
 - Dynamic buttons
 - Dynamic links
 - Button propagation
 - User link definition
- Helpdesk support
- Regression testing for workstations product upgrades, new product additions and new functions

Unix Administrator Staff Activities:

- Maintenance of HP HP-UX, and 2 IBM AIX platforms
- New product upgrades - Unix, Oracle, Sybase, Unicenter, etc.
- Performance monitoring of 3 systems
- Space management
- Helpdesk support
- Assistance to workstation support staff
- Technical support to operations
- Disaster recovery testing/planning
- Vendor relations (system hardware and software)
- Configuration management
- Capacity planning

NCC Operations Staff Activities:

- Current NCC work management
- INMS tailoring/program support
- DNS administration
- INMS operations and monitoring
- SS operations and monitoring
- Helpdesk support

MIDB Operations Staff Activities:

- MIDB operations and monitoring
- Backups
- DEF monitoring
- Archive/reloading operations tasks
- Helpdesk support
- Systems management controls
 - Change management
 - Problem management
 - Tape management
- Management of operations procedures

EIS Staff Activities:

- Maintenance of the 2 versions currently released (i.e.: Mac & PC)
- Maintain Library kiosk and portable EIS versions
- Data flow management for versions in the field
- Requirements management for the next EIS generations
- New data sourcing, data flow controls, and data sign-off
- Development of new functions in Command Center Plus for the Mac's and LightShip Lens for Windows
- Generation of runtime modules for distribution
- Technical support to MAIN installation assistance personnel
- Helpdesk support
- Training

IAT Staff Activities:

- Maintenance of IATs in the field
- Requirements management for new generation of IATs
- Development of new functions in ClearAccess, SAS, SQL*Report Writer and possibly Modeler/TimeServer
- ClearManager implementation and administration
- Technical support to MAIN installation assistance personnel
- Assistance to workstation support staff
- Helpdesk support (significant role)
- SIG/SAG coordination, liaison and documentation
- Training

Database Administrator Staff Activities:

- Maintenance of current databases running within MIDD, Security Server and INMS applications
- Support to data extract and verification staff
- Support to EIS current and new data definitions
- Archive/reload management of data
- Performance tuning of all databases
- Management of database space (fragmentation, extents, etc.)
- New table definitions
 - Profile tables - Commodity, RS_Month
 - HRS tables - T&A, Payroll, Deduction, Insurance, etc.
 - Adpics tables - Change Order
 - R*Stars tables - FY95 and FY96 functions
- Table modifications
 - HRS cleanup
 - Adpics Change Order, changes/cleanup
 - R*Stars tables - FY95 and FY96 functions
- Creation of new Indexes, Views and Roles based on user requirements - Civil Service sub-roles, Budget views, etc.
- Data Dictionary maintenance
- Help desk support
- Training

Data Extract and Verification Staff Activities:

- Maintenance of programs in execution on HP, Unisys and IBM platforms
- Data research and verification for every element
- Data reconciliation after each weekly load
- Development of new extracts and loaders for new tables in backlog
- Modification of extracts and loaders for table changes planned in backlog