

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

July 25, 1994

CHANGE NOTICE NO. 3
 OF
 CONTRACT AGREEMENT NO. 0144
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. (56222) One Michigan Avenue P. O. Box 30116 Lansing, MI 48909	TELEPHONE (517) 377-3900
	FEDERAL I.D. NUMBER [REDACTED]
	BUYER Unit 9 Marge Fuller <i>Marge Fuller</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 Change Authorization Order is hereby incorporated into this contract effective immediately.

AUTHORITY/REASON:

Agency request 5/27/94.

CHANGE AUTHORIZATION ORDER FORM

**Change Authorization Order for the Contract for Technology Services
Contract Number 0144
Change Authorization Order Number 1**

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 Department of Treasury of the State of Michigan will purchase two IBM 3900 Laser printers and related hardware and software, as listed in Attachments 1 and 2 to this Change Order, and related services, as listed in Attachment 5 to this Change Order, to support printing of warrants. In addition, the Department of the Treasury may purchase certain optional hardware and software, as listed in Attachments 3 and 4 to this Change Order.

A. Overview of Change

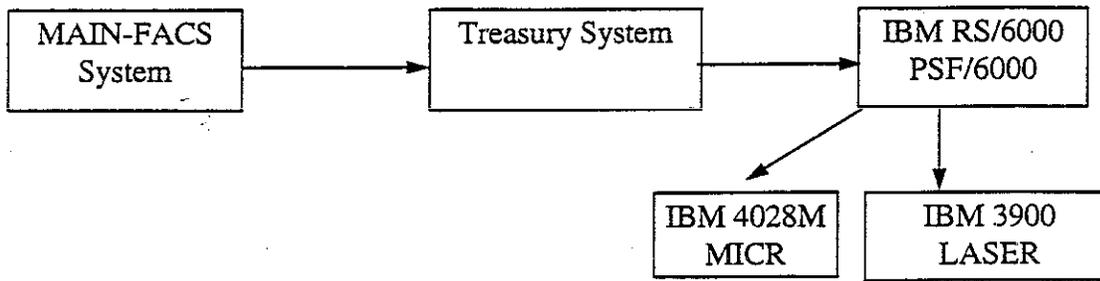
The State of Michigan Department of Treasury (the "Treasury") has determined that IBM 3900 Laser printers and supporting devices would be best to support the printing of warrants for the MAIN-FACS system. In support of this requirement, ISSC has been asked to supply these printers and supporting devices. ISSC has been asked to supply services to support the State's implementation of these printers. In addition, the treasury has requested that the printers be financed over their technological useful life.

There are two types of Warrants from MAIN-FACS to be supported by MAIN-FACS: standard warrants and imprest cash warrants.

To support standard warrants (See figure 1) the State intends to send a file from the MAIN-FACS system to the Treasury which includes the warrants to be printed along with the remittance information. The Treasury will then off-set these warrants against the Treasury offset file. Once offset, the warrants would then be routed to one of two IBM RISC System/6000 (RS/6000) systems where they will be formatted for print on one of

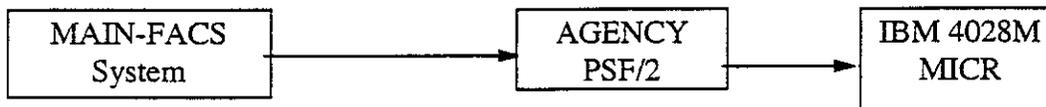
two IBM 3900 Laser Printers. If a warrant requires multiple pages of remittance advices the warrants will be printed on a lower speed IBM 4028M MICR printer.

Figure 1:



To support imprest cash, the MAIN-FACS system would send formatted files to PFS/2 print servers in agencies. These servers would then direct the print to an IBM 4028M MICR Printer (See Figure 2).

Figure 2:



To accomplish this Order, ISSC will be acting on behalf of the State to acquire hardware, software and services subcontracting to IBM and non-IBM suppliers:

1. IBM will be providing IBM Hardware including RS/6000s, IBM Operating systems including, OS/2 and AIX/6000.
2. Pennant Systems will be providing IBM 3900 Laser Printers and 4028M printers. In addition they will be providing installation support and services for central site implementation.
3. IBM Credit Corporation (ICC) may be providing financing for the solution
4. Troy Corporation will be providing the Troy MICR attachment for the 3900 Laser Printers
5. ISSC will be providing overall project management and integration services to the State of Michigan.

B. Purchase of Hardware

ISSC shall purchase the Department of the Treasury designated hardware on behalf of the Department of the Treasury. Title for such hardware shall flow directly from the hardware manufacturer to the State of Michigan.

C. License of Software

ISSC shall license the Department of the Treasury designated software on behalf of the Department of the Treasury. The State of Michigan will be the designated Licensee on the software licenses.

D. Maintenance

This Change Order does not include either hardware or software maintenance beyond any applicable warranty period. ISSC is providing current list prices for maintenance for both hardware and software, but it is the Department of the Treasury's responsibility to contract with IBM for any desired maintenance. Discounts off of list prices may be available to the State and should be discussed with your IBM representative.

E. Department of the Treasury Responsibilities

It is the responsibility of the Department of the Treasury to review the specifications for the proposed printer system to insure that it meets the Department's requirements.

F. Hardware Pricing

ISSC is purchasing the hardware and licensing the software on behalf of the State of Michigan. As such, ISSC is procuring at the best prices the equipment manufacturers are willing to provide the Department of the Treasury and passing these prices to the Department of the Treasury. ISSC will charge a Procurement Fee for these services (see attachments 1, 2, 3 & 4 for actual fees charged), based on the cost of the provided hardware and software licenses.

G. Financing

Attachment 6 to this Change Order is a proposal from ICC for financing the hardware. If the Department of the Treasury accepts this offer, the agreement for the financing will be a separate contract between ICC and the Department of the Treasury. Such contract will be outside the scope of the MAIN Contract.

H. Schedule

The schedule presented in this Change Order is dependent upon the Department of the Treasury authorizing this Change Order on or before May 26, 1994. If the

Department of the Treasury authorizes this Change Order after May 27, the parties will determine a mutually agreeable schedule.

I. Bid Validity

The Change Order is valid through June 10, 1994.

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

The following attachments comprise this Order:

1. Central Site Hardware
2. Central Site Software
3. Optional Boulder Software to support the 3900
4. Optional Remote Site Hardware/Software/Services
5. Statement of Work between ISSC and the Treasury
6. Financing and Financing Terms and Conditions

Integrated Systems Solutions Corporation

By:

Title:

Date:

W. [Signature]
Operations Contract Representative, ISSC
July 20, 1994

Authorizing Agency (Department of Treasury)

**STATE OF MICHIGAN
DEPARTMENT OF TREASURY**

CENTRAL SITE**Hardware**

Qty	Description	List Price Each	Net Price Each	Extended Price	Warranty Period	Monthly Maintenance (Per Machine)
(2)	3900-001	\$295,000	\$215,650	\$431,300	3 Months	\$1,550.00
	4720	20,600	19,570	39,140		50.00
	5852	N/C	N/C			Included
	9400	N/C	N/C			Included
	9500	N/C	N/C			50.00
	9923	N/C	N/C			Included
	9950	N/C	N/C			Included
	Advanced Function Printer					
	Adv Function Post-Processing					
	MICR Font Tape 3480 Cartridge					
	Enhanced 3900 Package					
	AFIG Standard					
	208/220/230/240V 60Hz					
	Tool Kit					
	ISSC Procurement Fee (4%)			18,817		
	Usage Charge (Per Foot)					.0033
Optional						
(3)	4028-NS1	3,295	2,801	8,403	1 Year	(Annual) 795.00
	(RPQ) S02117	1,500	1,275	3,825		Included
	(RPQ) SC5802	N/C	N/C			Included
	(RPQ) 8B4312	925	786	2,358		Included
	Laser Printer					
	4028 MICR Machine					
	MVS, 3480/Tape Cartridge					
	I-Data 7913-04 LAN Attachment					
	ISSC Procurement Fee (4%)			583		
(2)	7012-34H	8,500	7,466	14,932	1 Year	129.00
	2555	1,800	1,582	3,164		35.00
	2556	600	527	1,054		15.00
	2759	3,500	3,075	6,150		35.00
	2936	73	64	128		Included
	2936	73	64	128		Included
	2937	29	25	50		Included
	2937	29	25	50		Included
	2937	29	25	50		Included
	3750	114	100	200		Included
	3750	114	100	200		Included
	4068	3,400	2,986	5,972		Included
	5005	N/C	N/C			Included
	9001	N/C	N/C			Included
	9221	N/C	N/C			Included
	9300	N/C	N/C			Included
	9800	N/C	N/C			Included
	RISC/6000					
	1GB SCSI-2 Disk Drive					
	1GB SCSI-2 Disk Dr Select					
	S/370 Channel Emulator/A					
	Asyn Cbl EIA 232/V.24					
	Asyn Cbl EIA 232/V.24					
	Asyn Cbl EIA 232/V.24					
	Ptr/Tern Interp EIA232					
	Ptr/Tern Interp EIA232					
	Diagnostic Wrap Plugs					
	64MB HD3 Memory Select					
	Software Pre-Load					
	Ethernet 10 BaseT					
	3.5" Diskette Specify					
	Language Group U.S. English					
	Line Cord					

Qty	Description	List Price Each	Net Price Each	Extended Price	Warranty Period	Monthly Maintenance (Per Machine)
(2)	3151-310 102 ASCII Kbd Md310 Gm 3 Yr Warranty	592	520	1,040	3 Years	(Annual) 48.00
(1)	7207-012 1.2GB 1/4 Inch Tape Drive	2,295	2,106	2,106	1 Year	16.00
	9121 SCSI Intr Controller Cable	N/C	N/C			Included
	9300 Language Group, U.S. English	N/C	N/C			Included
	9800 Linecord - US	N/C	N/C			Included
(1)	7210-005 Ext CD-ROM Drive	950	835	835	1 Year	18.00
	9126 SCSI Controller Cable	N/C	N/C			Included
	9300 Language Group, U.S. English	N/C	N/C			Included
	9800 Linecord - US	N/C	N/C			Included
(2)	Troy 3900 MICR Printer	82,000	79,950	159,900	3 Months	1,435.00
	Stacker	14,180	13,825	27,650		142.00
	Split Ribbon Conversion Kit	1,700	1,658	3,316		Included
	Shipping	584	584	1,168		N/A
	ISSC Procurement Fee (7%)			13,361		

Attachment 2

CENTRAL SITE

Software:

Program Feat	Description	Qty	One-Time Charge (Per License)	One-Time Charge (Extended)	Annual/ALC Charge (Per License)	Annual/ALC Charge (Extended)
5756-030	AIX V/3 for RISC System/6000	1				
0193	AIX Ver 3.2.5	1				
9001	Asset Registration	1				
5050	Product Code	1				
4961	Preload w/Bkpw Copy Opt	1				
3444	Serial Number Only	1				
3466	Preload w/Bkpw Copy Opt	1				
5445	Preinstal DASD	1				
3315	OTC QIC525 Process Charge	1				
1504	Basic OTC Grp E5 U1 1-2	1				
8070	CD-ROM Hypertext	1				
Program Total						
5765-140	AIX PSF/6000 V.1 R2	1				
9001	Basic Asset Registration	1				
5843	1/4 Inch TP QIC 525 PSF/6000	1				
1960	Basic PLC	1				
2060	Basic ALC	1				
5853	1/4 Inch TP QIC 525 PPFA/6000	1				
1970	Basic PLC	1				
2070	Basic ALC	1				
Program Total						

Program Feat	Description	Qty	One-Time Charge (Per License)	One-Time Charge (Extended)	Annual/ALC Charge (Per License)	Annual/ALC Charge (Extended)
5740-AFC	System Program Order	1				
9001	Asset Registration	1				
3466	Preinstalled w/Blkp Copy	1				
5005	Pre-Install	1				
3405	QIC515 1/4 Inch Tape	1				
0400	5756-030 3.2					
8070	CD ROM-Hypertext					
	Program Total		\$10,540.50	\$10,540.50	\$1,295.00	\$1,295.00
5756-030	AIX V/3 For RISC Sys/6000	1				
0193	AIX Ver 3.5	1				
9901	DSLO Asset Registration	1				
1530	DSLO OTC Grp E5	1				
5765-140	AIX PSF/6000 V1.2 R2	1				
9901	DSLO Asset Registration	1				
1961	DSLO PLC	1				
2061	DSLO ALC	1				
	Program Total		\$6,385.00	\$6,385.00	\$780.00	\$780.00

Attachment 3
Optional Boulder Software to support the 3900

Attachment 3

OPTIONAL BOULDER SOFTWARE TO SUPPORT 3900:

Program Feat	Description	Qty	One-Time Charge (Per License)	Monthly Charge (Per License)
5688-191	IBM OGL/370	1		
2784	Basic MLC			
2785	Basic OTC		\$24,324	
5862	3480 Cart (MVS/U.S. English)			
9001	Basic Asset Registration			\$370

Attachment 4
Optional Remote Site Hardware/Software/Services

Attachment 4

OPTIONAL

REMOTE SITE

Hardware/Software/Services:

Qty	Description	List Price Each	Net Price Each	Extended Price	Warranty Period	Monthly Maintenance (Per Machine)
(1)	4028-NS1 LaserPrinter	\$3,295	\$2,801	\$2,801	1 Year	(Annual) \$795.00
	(RPQ) S02117 4028 MICR Machine	1,500	1,275	1,275		Included
	(RPQ) SC5802 MVS 3480/Tape Cartridge	N/C	N/C	N/C		Included
	(RPQ) 8B4312 I-Data 7913-04 LAN Attachment	925	786	786		Included
	ISSC Procurement Fee (4%)			194		
(1)	PSF/2 PAC (preloaded PSF/2 configuration)			7,950	N/A	

Attachment 5
Statement of Work between ISSC and the Treasury

**Statement of Work
for
State of Michigan
Department of Treasury**

Treasury Building
Lansing, MI 48909

20 May 1994

Attachment 2

Central Site Software

This Statement of Work is between ISSC and the Department of Treasury.

1.0 SCOPE OF WORK

ISSC will assist the Department of Treasury in customizing the IBM/Pennant PSF/6000 product on two (2) IBM RS/6000's to support printing to two (2) Pennant 3900 printers with Troy MICR attachments. These RS/6000's will be installed and connected through a CISCO router to a Unisys processor through a UNIGATE device, all operating over a TCP/IP protocol. The RS/6000 will be set up with appropriate AFP resources to allow printing of up to four (4) different warrant types. The PSF/6000's will support the printing of ASCII files through the use of ACIF for the RS/6000. Operations and installation skills transfer will be offered as part of this project.

In support of this project, ISSC will provide the following services:

1. Project Management.
2. Installation of central site hardware and software.
3. Installation of optional Boulder software if requested.
4. Operational training of Treasury personnel on 3900 printers.
5. Configure two (2) PSF/6000 machines.
6. Run verification tests on the installation, using Pennant 3900 printers.
7. Test PSF/6000 with Pennant 3900 printers.
8. Verify ASCII printing using ACIF on each PSF/6000 machine.
9. Customize the two (2) RS/6000's for TCP/IP network attachment.
10. Provide informal skills transfer on the PSF/6000 installation and operation to the Treasury personnel.
11. Create up to four (4) electronic overlays for warrant printing, using a PC-based, WYSIWYG tool.
12. Create up to four (4) form definitions (formdefs).
13. Create up to four (4) page definitions (pagedefs) to map variable data to the created overlays.

1.1 ASSUMPTIONS

The successful completion of this project is based on the following key assumptions:

1. Prior to the start of this engagement, the following will be available at the Department of Treasury:
 - IBM PSF/6000, ACIF, PPFA/6000, and all accompanying documentation
 - AIX and TCP/IP, and all accompanying documentation
 - Pennant 3900 printer with Troy MICR attachment
 - MAIN-NET Unigate services provide the necessary capacity to support this printing.

2. The Treasury will provide the following:
 - Appropriate systems personnel, with Unisys, AIX, and TCP/IP expertise to make required changes to the network environment and to predefine the TCP/IP Internet addresses, under the direction of the services personnel.
 - Proper access and authority to the printers, Unisys, and AIX systems, to the services personnel.
 - Current maintenance levels of all software.
 - Hard copy originals of four forms to be converted to electronic overlays.
 - Test data for the check printing applications.

2.0 ISSC RESPONSIBILITIES

In support of this project, ISSC will:

1. Provide the services as described in Section 1.0 of this Statement of work.
2. Arrange and contract for any subcontractor assistance required to perform the services defined in this Statement of Work.
3. Be responsible for the management of any subcontractors from whom they have contracted for services.
4. Provide project management for the duration of the project described in this Statement of Work.
5. Provide ongoing, written progress reports to the Treasury.

3.0 TREASURY RESPONSIBILITIES

In support of this project, the Treasury will provide:

1. A Project Coordinator to act as a technical contact with the services personnel.

2. See assumptions for other Treasury responsibilities.

4.0 MATERIALS

The deliverables resulting from this project is a tape (or diskette) containing the source code for:

- Up to four (4) electronic overlays
- Up to four (4) form definitions
- Up to four (4) page definitions
- Weekly Status Reports

5.0 ESTIMATED WORK SCHEDULE

The estimated start date for this engagement is June 6, 1994. The estimated completion date is June 30, 1994. These dates assume the availability of Troy printers.

6.0 WORK LOCATIONS

Onsite support will be performed at the Treasury Building in Lansing, MI.

7.0 COMPLETION CRITERIA

The effort described in this Statement of work shall be considered complete when ISSC has:

1. Configured two (2) PSF/6000 machines to support printing of warrants.
2. Run verification tests on the installation, using Pennant 3900 printers.
3. Tested PSF/6000 with Pennant 3900 printers.
4. Verified ASCII printing using ACIF on each PSF/6000 machine.
5. Customized the two (2) RS/6000's for TCP/IP network attachment.
6. Provided informal skills transfer on the PSF/6000 installation and operation to the Treasury personnel.
7. Created up to four (4) electronic overlays for warrant printing, using a PC-based, WYSIWYG tool.
8. Created up to four (4) form definitions.
9. Created up to four (4) page definitions to map variable data to the created overlays.

10. Provided Weekly Status Reports

8.0 CHARGES

The charges for the services described in this Statement of Work are as follows:

Resource	Rate	Hours	Total
Project Consultant	\$235/hr	120	\$28,200
Analyst	\$96/hr	42	\$ 4,032
Administrator	\$85/hr	20	\$ 1,700
ISSC Project Manager	\$150/hr	220	\$33,000
Total			\$66,932

Travel and Living included in the Labor Rates above.

Attachment 6
Financing and Financing Terms and Conditions

IBM CREDIT CORPORATION
ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES

Customer Name: STATE OF MICHIGAN
Quote Number: Q01058188-01
Date: May 31, 1994

Financing Rates in this quote have been specifically prepared for the above customer and are contingent upon the rate assumptions being correct, all conditions being met, and the timely completion of required documentation. To obtain financing based on this quote, the required documentation must be signed and received by IBM prior to the Validity Date quoted below, or prior to the installation date if that is earlier.

REQUIRED DOCUMENTATION:

- 1. IBM Corporation Installment Payment Master Agreement - State and Local Government, if one has not been previously signed.
2. Installment Payment Supplement, State and Local Government.

CONDITIONS:

1. This quote is for an IBM Credit Corporation National Account. The Selected Government Account (SGA) Code is: 658
2. The customer must have an approved, unused IBM Credit Corporation credit amount that is sufficient to cover the total amount financed. If multiple quote requests are submitted using the same credit log, the total dollar amount of the supplements submitted to Bethesda may not exceed the total dollar amount of available credit. The credit expiration date must be after the installation date or finance effective start date if an IBM installation does not apply.
3. If the Installment Payment Master Agreement (IPMA) financing is for a model or feature addition, the base machine must be either owned by the customer with clear title, or currently financed under an IBM IPMA.
4. The following statement must appear on all IPMA Payment Schedules associated with this quote:
"The payments shown on this payment schedule, reflect waiver of the Prepayment Fee provision of the Installment Payment Master Agreement."
5. Validity Date: This quote is valid through: June 29, 1994.

IBM CREDIT CORPORATION
 ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES

Customer Name: STATE OF MICHIGAN
 Quote Number: Q01058188-01
 Date: May 31, 1994

FINANCING RATES:

IBM SOURCED HARDWARE

--- RATE ASSUMPTIONS ---

L I N E	TYPE	MOD	T	M	INST- R ALL MONTH	Annual Int. Rate %	
						MONTHLY PMTS (*)	ANNUAL PMTS
1	3900	001	IG	36	06/94	7.47	7.73
Quantity Specified: 2							
2	7012	34H	IG	36	06/94	7.47	7.73
Quantity Specified: 2							
3	3151	310	IG	36	06/94	7.47	7.73
Quantity Specified: 2							
4	7207	012	IG	36	06/94	7.47	7.73
5	7210	005	IG	36	06/94	7.47	7.73
6	TROY	390	IG	36	06/94	7.47	7.73
Quantity Specified: 2							

NON-IBM SOURCED HARDWARE

--- RATE ASSUMPTIONS ---

L I N E	TYPE	MOD	T	M	INST- R ALL MONTH	Annual Int. Rate %	
						MONTHLY PMTS (*)	ANNUAL PMTS
6	TROY	390	IG	36	06/94	7.47	7.73
Quantity Specified: 2							

(*) The Annual Interest Rate Percent has been used to create any attached IPMA Payment Schedule(s) for this financing.

End of Individual Quote Number Q01058188-01 dated May 31, 1994.

State & Local Government IPMA Payments

Description: TREASURY

Date: 05/31/94

Payment Frequency: Monthly

Interest Commencement Date: 07/01/94

Term: 36

Month Fiscal Period Begins: 10

Annual Interest Rate: 7.47%

Effective Interest Rate: 7.73%

Payment Due Date	# of Payments	Payment Amount	Total of Payments
08/01/94	3	21675.01	65025.03
11/01/94	12	21675.01	260100.12
11/01/95	12	21675.01	260100.12
11/01/96	9	21675.01	195075.09

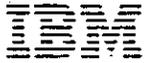
Totals	36		780300.36
Amount Financed			697115.00
Finance Charges			83185.36

Payment schedule calculations are based on the Interest Commencement Date specified.

State & Local Government IPMA Payments

Payment Due Date	Payment Amount	Finance Charge	Principal Retired	Outstanding Balance
11/01/94	21675.01	4013.78	17661.23	627122.95
12/01/94	21675.01	3903.84	17771.17	609351.78
01/01/95	21675.01	3793.21	17881.80	591469.98
02/01/95	21675.01	3681.90	17993.11	573476.87
03/01/95	21675.01	3569.89	18105.12	555371.75
04/01/95	21675.01	3457.19	18217.82	537153.93
05/01/95	21675.01	3343.78	18331.23	518822.70
06/01/95	21675.01	3229.67	18445.34	500377.36
07/01/95	21675.01	3114.85	18560.16	481817.20
08/01/95	21675.01	2999.31	18675.70	463141.50
09/01/95	21675.01	2883.06	18791.95	444349.55
10/01/95	21675.01	2766.08	18908.93	425440.62
Subtotal	260100.12	40756.56	219343.56	
11/01/95	21675.01	2648.37	19026.64	406413.98
12/01/95	21675.01	2529.93	19145.08	387268.90
01/01/96	21675.01	2410.75	19264.26	368004.64
02/01/96	21675.01	2290.83	19384.18	348620.46
03/01/96	21675.01	2170.16	19504.85	329115.61
04/01/96	21675.01	2048.74	19626.27	309489.34

05/01/96	21675.01	1926.57	19748.44	289740.90
06/01/96	21675.01	1803.64	19871.37	269869.53
07/01/96	21675.01	1679.94	19995.07	249874.46
08/01/96	21675.01	1555.47	20119.54	229754.92
09/01/96	21675.01	1430.22	20244.79	209510.13
10/01/96	21675.01	1304.20	20370.81	189139.32
Subtotal	260100.12	23798.82	236301.30	
11/01/96	21675.01	1177.39	20497.62	168641.70
12/01/96	21675.01	1049.79	20625.22	148016.48
01/01/97	21675.01	921.40	20753.61	127262.87
02/01/97	21675.01	792.21	20882.80	106380.07
03/01/97	21675.01	662.22	21012.79	85367.28
04/01/97	21675.01	531.41	21143.60	64223.68
05/01/97	21675.01	399.79	21275.22	42948.46
06/01/97	21675.01	267.35	21407.66	21540.80
07/01/97	21675.01	134.21	21540.80	
Subtotal	195075.09	5935.77	189139.32	
Totals	780300.36	83185.36	697115.00	



Installment Payment Master Agreement

State and Local Government

Thank you for doing business with us. We are committed to providing you with the highest quality financial offerings. If, at any time, you have any questions or problems, please let us know.

This Installment Payment Master Agreement (called the "Agreement") covers the terms and conditions under which we finance various charges.

This Agreement has four parts:

- Part 1 - Definitions;**
- Part 2 - Our Offerings;**
- Part 3 - Payment; and**
- Part 4 - General.**

The specific amount financed, the interest rate charged, and the period over which the amount is financed are together referred to as an Installment Payment Transaction (called the "Transaction"). Each Transaction is listed as a separate line item on a Supplement to this Agreement. A Supplement may contain additional terms for its Transactions. You agree to those terms by signing the Supplement. Each Transaction is contingent upon a review of your credit by us.

This Agreement and its applicable Supplements are the complete agreement regarding the Transactions and replace any prior oral or written communications between both parties.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:
Customer name:

Agreed to:
International Business Machines Corporation
Armonk, New York 10504

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer number:

Agreement number:

IBM Office number:

Customer address:

IBM Office address:



Installment Payment Master Agreement

Part 1 - Definitions

State and Local Government

1.1 Definitions

Addition is any Machine or Program associated with a Machine previously financed under this Agreement.

Customer-set-up Machine is an IBM Machine that you set up according to IBM instructions

Date of Installation is the following:

- 1 for a Machine -
 - a. the business day after the day we install it or, if you defer installation, make it available to you for installation; or
 - b. the second business day after the end of the standard transit allowance period for a Customer-set-up Machine or a non-IBM Machine.
- 2 for a Program, the latest of -
 - a. the day after its testing period ends;
 - b. 10 days after we ship it; or
 - c. the day you are authorized to make an Additional License Copy or a copy of a Distributed Feature

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. We use the terms "IBM Machine" and "non-IBM Machine" if applicable.

Modification is any IBM field installable upgrade, feature or accessory added to any Machine.

Planning Date is the date stated in the Supplement that financing for each Transaction is scheduled to begin. For a Machine, it is the estimated date the Machine will be put into service. For a Program, it is the estimated Date of Installation. For all other financed charges, it is the date you choose for the financing to begin.

Product is a Machine or a Program.

Program is all the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related materials, including documentation and listings, in any form.

Service is assistance or use of a resource (such as a network).

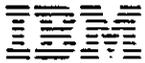
Term is the number of payment periods stated in the Supplement. The Term of a Transaction begins on the date interest starts. It ends on the last day of the last payment period. If you prepay a Transaction, its Term ends when you complete the prepayment.

You and Your refer to you, the Customer. You must be a State or a Political Subdivision as defined by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Regulations and Rulings that affect that section.

We, Us and Our refer to:

1. International Business Machines Corporation (IBM), its subsidiaries and affiliates;
2. a partnership in which IBM is a partner; or
3. a business enterprise for which IBM is an agent.

IBM will remain as the active manager for all matters under this Agreement.



Installment Payment Master Agreement

Part 2 - Our Offerings

State and Local Government

2.1 Machines

We finance charges for Machines you purchase from us. For a Machine we finance, you agree to:

1. keep the Machine free from encumbrances of any kind, except those established by us under this Agreement, or by you with our prior written consent;
2. promptly pay all taxes, interest, and other charges associated with the Machine, excluding taxes based on our net income; and
3. keep the Machine in good operating condition.

2.2 Modifications and Additions

We finance charges for Modifications and Additions you purchase from us. For Modifications and Additions we finance, you agree to:

1. ensure that the Machine with which the Modifications and Additions will be associated is free from encumbrances of any kind except those established by us under this Agreement; and
2. keep modified Machines and Additions to them in accordance with the requirements of Section 2.1.

We may offer to refinance a Machine when we finance a Modification to it. Changes to the Annual Interest Rate, Payment Amount, and Term will then be specified in a new Supplement.

2.3 Other Charges

We finance one-time charges for IBM Programs and Services. Your obligation to make payments is not affected by the termination of any Service or license for a Program, unless such termination occurs before the date interest starts.

We may agree to finance other one-time charges associated with the installation of IBM Products.

2.4 Discounts, Allowances and Adjustments

The purchase price or one-time charge we finance is the same amount that you would have paid us after all discounts and adjustments. If this amount changes after you sign the Supplement and before the date interest starts, we will adjust the Supplement accordingly and notify you.



Installment Payment Master Agreement

Part 3 - Payment

State and Local Government

3.1 Your Obligation to Pay

You will pay all amounts specified in the Supplement. Payments will be made through the IBM Branch Office unless we notify you otherwise.

Your obligation to pay will continue regardless of any dispute you may have with respect to the financed Products or Services.

You agree to periodically request the appropriation of funds to pay all Payment Amounts specified in the Supplement. If the funds you request for any future fiscal year are not appropriated, you will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If this happens, you agree to notify us in writing. Each affected Transaction will end after the last funded fiscal year and you will not be in default. You may retain the Machines for a reasonable period of time and at a monthly charge which we will determine. We will then remove the Machines from your premises and retain all sums paid as partial payment for their use and depreciation.

3.2 Interest Commencement

Unless otherwise specified in the Supplement, interest starts on:

1. the first day of the month following the Date of Installation for Products and Services you obtain from us; or
2. the first day of the month specified in the Supplement for all other charges.

3.3 Invoicing

Payment Amounts for monthly payment periods are invoiced as of the first day of each calendar month and are due on the first day of the following month.

Payment Amounts for all other payment periods (for example, annual) are invoiced 30 calendar days before the end of their payment period and are due on the day following the close of the respective payment period.

3.4 Rate Protection

The Supplement states a Planning Date for each Transaction, and one Quote Validity Date for all Transaction rates on the Supplement. These rates are not subject to change provided that:

1. the Supplement is signed and returned to us by the Quote Validity Date; and
2. the Product is installed within the same calendar month as its Planning Date.

3.5 Prepayment

We will not charge any loan origination fees. If you decide to prepay a Transaction, you agree to pay us a prepayment fee for our unrecovered administrative expense and changes in funding costs. The Supplement describes how the prepayment fee is determined. You may prepay any Transaction by paying all outstanding amounts due plus the remaining principal balance and any prepayment fee. If you prepay a Transaction for a Machine, you must also prepay any Transaction for related non-IBM charges.



Installment Payment Master Agreement

Part 4 - General

State and Local Government

4.1 Events of Default

You will be in default if:

1. you do not pay any amount within seven days after its due date;
2. you fail to maintain insurance as required under this Agreement;
3. you make any misrepresentation in a credit application you give us;
4. you make an assignment for the benefit of creditors, or you consent to the appointment of a trustee or receiver, or either is appointed for you or for a substantial part of your property without your consent;
5. any petition or proceeding is filed by or against you under any bankruptcy, insolvency, or similar law; or
6. you breach any other provision of this Agreement and that breach continues for fifteen days after you receive written notice from us.

4.2 Remedies

If you are in default, we may do one or more of the following:

1. declare the Transaction and all associated Transactions to be in default;
2. recover from you all amounts that are or will be due;
3. repossess or render unusable any or all Machines, Modifications, or Additions without demand notice court order, or other process, and retain all payments made as partial compensation for their use and depreciation;
4. require you, at your expense, to assemble and ship any Machine, Modification, or Addition to a location we specify; and
5. recover from you reasonable attorney's fees and legal expenses incurred in exercising any of our rights under this Agreement.

If we repossess a Modification, it is your responsibility to restore the remaining Machine to good working order. We have no liability for costs or damages caused by the removal of such Modification or by your failure to fulfill your responsibilities.

Upon repossession or return of a Machine, Modification, or Addition, we will dispose of it in a commercially reasonable manner. After deducting our expenses for the repossession and disposition, we will apply the net proceeds toward the amounts due. You will pay us any deficiency between the net proceeds and the unpaid amounts due. We will pay to you any excess net proceeds.

We may pursue any other remedy available at law or in equity.

4.3 Security Interest

We reserve a purchase money security interest in each Machine we finance, its substitutions, replacements, accessions, Modifications, Additions and any associated proceeds until we receive all amounts due. You will cooperate with us to perfect our security interest.

You authorize us to act as your agent and attorney-in-fact for the limited purpose of preparing, executing in your name, and filing on your behalf, financing statements or other documents covering Machines, Modifications, and Additions financed by us.

Each Machine must be kept at the location specified in this Agreement, where we may inspect it at any reasonable time. Each Machine will remain personal property and will not become a fixture to real property. Until your financial obligation on a Transaction is satisfied, you may not modify or otherwise dispose of the Machine, Modification, or Addition, in whole or in part without our prior written consent.

4.4 Insurance

You will maintain insurance covering loss, theft, conversion, damage, and destruction (called a "Loss") for any Machine, Modification, or Addition that we finance under this Agreement. You will endorse the policy naming us and our assigns as Loss Payee. Upon our request, you will provide us with proof of such insurance.

If a Machine, Modification or Addition suffers a Loss before we receive all payments, you will promptly notify us. Upon our request, you will pay us the prepayment amount as of the date of the occurrence. You agree to prepay all related non-IBM charges at the same time. We will credit you with any insurance payments that are in excess of the prepayment amount. Your obligation to pay us will continue until we are paid in full.

4.5 Assignment and Relocation

You may not assign this Agreement or your rights under it, or delegate your obligations. Any attempt to do so is void. You may not sell, transfer, modify, relocate, or otherwise dispose of any Machine, Modification, or Addition, in whole or in part, without our prior written consent. We will not consent to the relocation of any Machine, Modification, or Addition out of the United States.

We may assign any of our interests in whole or in part. Even when we assign our rights, we remain fully obligated to you and only your written consent can release us from this obligation. Therefore, any claims you have under this Agreement may be brought only against us, not our assignees.

4.6 General

If any provision of this Agreement becomes invalid or unenforceable, all other provisions remain in effect. Our failure to require full performance or our waiver of any provision in this Agreement does not prevent us from requiring full performance of all provisions in the future.

Notices

All notices under this Agreement will be delivered in person or mailed, to you at your address or to us at the IBM Branch Office shown in the Supplement.

Changes to the Agreement Terms

In order to maintain flexibility in our financial offerings, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply, as of the effective date we specify in the notice only to new Transactions.

For any other change to be valid, both parties must sign it. Additional or different terms in any written communication from you are void.

Agreement Termination

This Agreement may be terminated by either party with one month's written notice. However, each Transaction existing on the effective date of that termination will survive until all its related obligations are fully satisfied.

Electronic Communications

Electronic communications, if used, are the equivalent of written and signed documents. When both parties agree to use electronic invoicing and payment options, you may authorize us to initiate direct payment from your deposit account for the items listed on any Supplement and for any related taxes.

Conflicting Terms

If there is conflict between terms, those of a Supplement prevail over those of this Agreement for the Transactions listed on the Supplement.

Governing Law

The laws of your State govern this Agreement.

**INSTALLMENT PAYMENT SUPPLEMENT
STATE AND LOCAL GOVERNMENT**

IBM Corporation

Armonk, NY 10504

Name and Address of Customer: _____ Date prepared: _____ Page 1 of _____

IBM Branch Office Address: _____

Customer No.: _____
 IBM Branch Office No.: _____
 Installation Payment Master Agreement No.: _____
 IPMA Amendment Nos.: _____
 Quote Validity Date: _____
 Referenced Quote Letter No.: _____

Supplement No.: _____
 Referenced Purchase Agreement No.: _____
 Referenced License Agreement No.: _____
 Referenced Trade-In Agreement No.: _____
 Associated Supplement No.: _____

Single Equipment Location
 IBM/IPMA Customer Number _____ / _____
 Customer Reference _____

Estimated Installation Date
 or Intended Financing Date or
 Effective Date of Additional
 License _____

Location Customer Number IBM/IPMA *	Machine or LPM Type/Model Feature	IBM Plant Order or MES or Serial Number	Description	Purchase Price or One-Time Charges or Other Amount	State and Local Taxes	Credit (From IBM Trade-In Agreement) and/or Down Payment	Amount Financed	Interest Rate	Payment Amount	Term (Number of Payment Periods)	Option	Planning Date

TOTAL FROM ALL PAGES: PURCHASE PRICE OR ONE-TIME CHARGES OR OTHER AMOUNT \$ _____ TRADE-IN/CREDIT DOWN PAYMENT \$ _____ STATE OR LOCAL TAXES \$ _____ AMOUNT FINANCED \$ _____ *TAX ON FINANCE CHARGE: \$ _____ (WHEN APPLICABLE THIS TAX IS PAYABLE WITH FIRST INSTALLMENT)	PAYMENT PERIOD 1. Monthly <input type="checkbox"/> Annual <input type="checkbox"/> 2. Other (specify): _____ Schedule attached (check) <input type="checkbox"/>	Government Customer fiscal year start date: _____ Month/Day	Total Payment (all pages)
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IBM CORPORATION AND CUSTOMER AGREE THAT THIS SUPPLEMENT INCORPORATES THE INSTALLMENT PAYMENT MASTER AGREEMENT REFERENCED ABOVE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE AGREEMENT AND ITS SUPPLEMENT, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, CUSTOMER AGREES THAT THE AGREEMENT AND ITS SUPPLEMENT AND ANY REFERENCED QUOTE LETTER ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSAL OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER THEREOF.

Accepted by:

IBM Corporation

By _____ Authorized Signature

Name (Type or Print) _____ Date _____

Initial to Request IBM Maintenance for Equipment

Customer

By _____ Authorized Signature

Name (Type or Print) _____ Date _____

TAX EXEMPT STATUS / IRS REPORTING REQUIREMENTS

THE RATES IN THIS AGREEMENT ARE BASED ON YOUR UNDERLYING DEBT OBLIGATION QUALIFYING TO PAY INTEREST WHICH IS EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 103(a) OF THE INTERNAL REVENUE CODE (Code). Accordingly, you represent that you qualify as a State or political subdivision of a State for purposes of Section 103(a). You agree that any misrepresentation of your status under Section 103(a) is an event of default under this agreement.

You further agree to comply promptly with all information reporting requirements of Code section 149(e) and Treasury Regulations thereunder. You also agree to file Internal Revenue Service Form 8038-G or 8038-GC whichever appropriate, for this transaction. If you do not file the above IRS form on a timely basis or are unable upon request to demonstrate that the IRS has determined you are qualified under Section 103(a) of the Code, then you shall pay us on demand a sum to be determined by us that will return to IBM the economic results we would otherwise have received.

PREPAYMENT FEE

The Prepayment Fee is charged to recover administrative expense and changes in funding cost associated with the early liquidation of a Transaction.

Changes in funding costs will only be incurred if interest rates, based on the 3-year Treasury Rate averages as published by the Federal Reserve, decline from the date interest starts to the date of the liquidation. The cost will be determined using a factor of 2.25 multiplied by the change in the 3-year Treasury Rates and then multiplied by the remaining Transaction principal. The 2.25 factor will decrease with the number of months remaining in the original term of the contract.

Administrative expense will be determined using a factor of 2.50% multiplied by the remaining Transaction principal. The 2.50% factor will decrease with the number of months remaining in the original term of the contract.

The Prepayment Fee will be the sum of these numbers.

OPTIONS

OPTION IG - Transaction for Machines supplied by us.

OPTION S OR S PRIME - Transaction for IBM Programs and Services, or for Machines supplied by IBM Credit Corporation.

OPTION T - Transaction for other costs associated with the installation of IBM Products.

WARRANTY DISCLAIMER:

Any warranties associated with Products or Services chosen by you and financed by us may be available to you under the terms of any applicable agreement between you and the provider of such Products or Services.

UNDER THIS AGREEMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU TAKE THE PRODUCTS AND/OR SERVICES "AS IS". IN NO EVENT WILL WE HAVE ANY LIABILITY FOR, NOR WILL YOU HAVE ANY REMEDY UNDER THIS AGREEMENT AGAINST US FOR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS.

Form 23CA (Rev. 3/92)
 AUTH: Act 431 of 1984
 COM: M. required
 PEN: 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

July 11, 1994

CHANGE NOTICE NO. 2
 OF
 CONTRACT AGREEMENT NO. 0144
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. (56222) 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 4, 9 and 10 are hereby incorporated as part of the contract.

AUTHORITY/REASON:

Agency request 6/14/94 and 6/28/94.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 4

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

Develop and conduct a two-day customized class for state agency network coordinators and others interested in TCP/IP networking as it relates to Project MAIN. The tentative syllabus for the class is split into two parts. Part one is a general TCP/IP overview covering aspects of TCP/IP which are relevant to Project MAIN. The topics to be covered include:

TCP/IP OVERVIEW Part I - General TCP/IP Overview

- Architecture, History and Benefits
- Addressing
- Address Resolution
- Data Flow
- Routing
- Subnetting
- Applications
- Design Considerations
- Management
- Security

Part two of the class will focus on MAIN-specific implementation concerns:

TCP/IP OVERVIEW Part II - MAIN Perspective

- MAIN-NET Design:
 - Interaction of agency and MAIN-NET

- Agency responsibilities for activating and supporting the MAIN-NET connection
- Agency Decision Points and the impact of those decisions
- Workstation Configuration Review:
 - Configuration Alternatives
 - Configuration Decision Points

ISSC will develop the course materials and deliver two classes of two-day duration for approximately 20 people per class. ISSC will provide two highly qualified instructors to teach the class. The classes can be taught at the IBM facility on Michigan Avenue.

A. Service Levels

This change has no effect on service levels.

B. Deliverables

Course materials.

C. Costs

Charges for the class are as follows.

Class Development:	120 hours at 174.50 per hour	\$ 20,940
Class Delivery:	80 hours at 174.50 per hour	<u>\$ 13,960</u>
Total:		\$ 34,900

ISSC proposes to charge equally for one person at the Network Consultant Rate of \$235 per hour, and one person at the Network Analyst Rate of \$114 per hour, for a blended rate of \$174.50 per hour.

C. Schedule

ISSC would like to hold the class in late June

III. State Authorization

Check One:

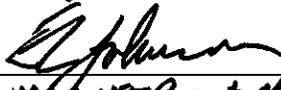
- This order shall be performed for the benefit of Department of Management and Budget (the “Authorizing Agency”) and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the to the Authorizing Agency.

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

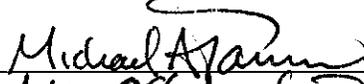
Integrated Systems Solutions Corporation

By: 
Title: Exec. V.P. Budget Manager
Date: 6/6/94

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: 
Title: Mgr Office of Purchasing
Date: 7/15/94

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 009

I. Effect on Contract

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

II. Description of Change

This is in response to your request for a price quote for the following services:

- Gongwer Automation
- Executive Workstation Analysis
- Dial-in Installation
- EIS Installations
- Training Room Installations
- IAT Installations
- IP Installations
- Project Management

For the Gongwer automation, ISSC will develop processes and procedures to automate the usage of Gongwer within the EIS pilot. This function will electronically dial the Gongwer server, download the current news article to the MIDB server and insert that article into the Oracle database for EIS usage. It will include documentation on the process and procedures.

For the executive workstation analysis, ISSC will determine the hardware and software configurations for the EIS pilot executives workstation. An analysis will be done to understand what hardware or software changes will

be required within these workstations to support the EIS pilot configurations. This also includes determining if the dial-in executives have the capability.

For the dial-in installation, ISSC will install the software required on the four pilot EIS executive workstations. This includes the installation, customization, testing and user documentation so the Executive will be able to use the function.

For the EIS installations, ISSC will install the full suite of products on each of the eight EIS pilot executives. This will include the installation, customization and testing of the IP product, Oracle's SQL, Pilot's Lightship or Command Center products, MAP and associated supporting product tailoring.

For the training room installations, ISSC will install the full suite of products on each of the twenty training room workstations. The effort will include all product installation, customization and tailoring for EIS and IAT demonstrations and IAT training sessions. The product set includes the IP product, Oracle's SQL, Pilot's Lightship or Command Center products, MAP, ClearAccess and associated supporting product tailoring.

For the IAT installations, ISSC will install the full suite of products on each of the thirty-two IAT pilots workstations across the five pilot agencies. This will include the installation, customization and testing of the IP product, Oracle's SQL, Pilot's Lightship or Command Center products, ClearAccess, MAP and associated supporting product tailoring.

For the IP installations, ISSC will install the terminal emulation IP products required for five workstations at thirty agencies. The agency number is flexible, the scope of effort is currently defined at one hundred fifty workstations. This will include the installation, customization and testing of the IP product, FTP, LWP or InterCon in conjunction with CTC giving the workstation the ability to log-in to the FACS, PPRISM or MIDB platforms. This includes associated supporting product tailoring as well. This will be done to quickly start agencies off through shoulder to shoulder installations with State and ISSC people.

For the IAT and IP installations, ISSC assumes the analysis to verify that each workstation meets the minimum hardware and software requirements specified in the State Agency Connections Report is complete.

Charges for this work are as follows:

	<u>Hours</u>	<u>Rate</u>	<u>Price</u>
Gongwer Automation	40	\$ 96	\$ 3840.00
Exec W/S Analysis	20	\$ 0	\$ 0.00
Dial-in Installation	8	\$ 60	\$ 480.00
EIS Installations 8@4hrs.	24	\$ 60	\$ 1440.00
Training Room 10@4hrs.	40	\$ 60	\$ 2400.00
10@2.5hrs.	25	\$ 60	\$ 1500.00
IAT Installations 32@4hrs.	128	\$ 60	\$ 7680.00
IP Installations 150@2hrs. (FTP, LWP or InterCon and CTC)	300	\$ 60	\$ 18000.00
Project Management	40	\$ 150	\$ 6000.00
Administrative Scheduling	10	\$ 35	\$ 350.00
Total	625		\$ 41690.00

These rates reflect using MIDB and Internetwork change order labors rates for Analyst, Junior Programmers and Network Technician. They don't include the license charges for the products and the Gongwer modem and telecommunications line. Invoicing will occur in two parts. Invoicing for the Gongwer automation, Exec W/S Analysis, Dial-in installation, EIS installations, Training room set-up, IAT Installations and \$4100 of the Project Management will be billed at the completion of these activities. Invoicing for the IP installations, \$1900 of the Project Management and the Administrative Scheduling will be done on a per unit basis at a cost of \$675 each at the completion of the IP installations.

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: *Vicki L Esiele*
Title: *ISSC Project Manager*
Date: *6/3/94*

Authorizing Agency (Department of Management and Budget)

By: _____
Title: _____
Date: _____

Department of Management and Budget (Purchasing)

By: *Michael Mann*
Title: *Mgr Office of Purchasing*
Date: *7/15/94*

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 10

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 RFP requirements specified an Uninterruptable Power Supply (UPS) to provide four hours of support for critical MAIN-NET devices in the event of power failure. The ISSC RFP Response specified the following:

Original UPS Specifications in RFP Response:

Two (2) 7.5 kVA transformers, wall mounted.

Two (2) Battery Cabinets

Forty-eight (48) 6-volt batteries.

Two transformers were included to provide the equivalent of 15 kVA of power, not to provide redundancy.

The UPS system that was installed is:

Installed UPS Specifications:

One (1) 18 kVA transformer

Four (4) Battery Cabinets

Sixty (60) 6-volt batteries.

The installed UPS was sized to provide at least four hours of backup. The actual sizing of the UPS, with the actual wattage required by the MAIN-NET equipment should provide 4 hours and 55 minutes of backup.

A. Service Levels -

In the event of a power failure, this change will extend system availability by 55 minutes, or 23% longer than the RFP requirements.

B. Deliverables -

This changes the number and capacity of UPS units as described above.

C. Costs -

This change has no cost impact to the State.

D. Schedule -

This change has no schedule impact.

III. State Authorization

Check One:

This order shall be performed for the benefit of DMB (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

(no attachments)

OMB 234A (Rev. 3/92)
 ACTY: Act 431 of 1984
 .ETION: Required
 .LTY: Failure to deliver in accordance with contract terms
 , 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

June 14, 1994

CHANGE NOTICE NO. 1
 OF
 CONTRACT AGREEMENT NO. 0144
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Integrated Systems Solutions Corp. (56222) 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 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 Change Authorization Order is hereby incorporated as part of the contract.

AUTHORITY/REASON:

Agency request 6/8/94.

CHANGE AUTHORIZATION ORDER FORM

Change Authorization Order for the Contract for Technology Services

Contract Number 0144

Change Authorization Order Number 6

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

Office of Information Technology (OIT) has requested through Project MAIN that ISSC purchase networking equipment to install in the Olds Plaza Building. The installation of this router is in preparation of the Lansing Metropolitan Area Network (LMAN) project.

This is a new payment deliverable amounting to approximately \$~~117,766.00~~^{111,989.00} for the order and delivery of one Cisco 7000 router, and two SynOptics Fiber Optic Concentrators. Installation, customization, and continued support of the equipment are not included in this change order, this will be addressed as part of the future LMAN project.

The schedule for the delivery of the equipment is approximately six weeks.

III. State Authorization

Check One:

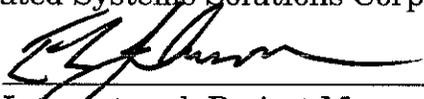
- X This order shall be performed for the benefit of The Department of Management and Budget, Office of Information Technology and all amounts to be paid to ISSC pursuant to this order shall be paid solely from funds available to the to the Authorizing Agency. ISSC hereby acknowledges that the Authorizing 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 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

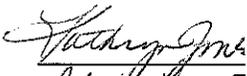
Integrated Systems Solutions Corporation

By: 
Title: Internetwork Project Manager
Date: 5/27/94

Authorizing Agency (Department of Management and Budget)

By: Gerald Williams
Title: Director IT
Date: 6-16-94

Department of Management and Budget (Purchasing)

By: 
Title: Internetwork Project Manager
Date: 6-9-94

Estimated Router Costs For Olds Plaza - LMAN
Estimate Only

Router Hardware Costs

Quantity	Units	Product Code	Supplier	Description	Unit Price	Agency Extended Purchase Price
1	Ed	Clisco 7000	ISSC	Clisco 7000	\$17,687	\$17,687
1	Ed	TWR-7000/2	ISSC	Dual Supply	\$5,777	\$5,777
1	Ed	CE-Inst	ISSC	Option	\$1,335	\$1,335
1	Ed	CX-FIPMM	ISSC	Router Install	\$17,776	\$17,776
1	Ed	CX-EIP6	ISSC	FDDI Multinode	\$14,221	\$14,221
2	Ed	2914-04	ISSC	6 Port Ethernet	\$16,427	\$32,854
2	Ed	MAINT	ISSC	Synoptics FI/Con	\$2,858	\$5,715
1	Ed	Con-SNI-7000	ISSC	SMARTnet Maint	\$6,270	\$6,270
1	EA	Doc-70001M+	ISSC	Inst/maln manual	\$44	\$44
1	Ed	CX-TRIP2	ISSC	2 Port Token Ring	\$10,221	\$10,221
1	EA	ACS-7000RMK	ISSC	Kit	\$89	\$89
Subtotal						\$111,989